



AGREEMENT FOR e-BOOK / Audio Book With AUTHOR/ PUBLISHER (copyrights holder with mutual consent)

Between

1) MK infoedutech Pvt.Ltd, Registered under the company Act Duly Represented by **Mr. Siddhant Kasbe** As a Founder and Chief Executive Officer Having registered office at : **VrundavanPark, Anandwadi, Narayangaon Tal. Junnar Dist: Pune.410504.**

..Party of the First Part

(which expression shall unless repugnant to the context means and includes its legal heirs, duly constituted or specifically declared and appointed attorney/ies, representative/ies, nominee/s, assignee/ies, authorized person/s or institute/s or company/ies herein after referred as **MK infoedutech Pvt.Ltd**

..Party of the Second Part

(which expression shall unless repugnant to the context means and includes its legal heirs, duly constituted or specifically declared and appointed attorney/ies, representative/ies, nominee/s, assignee/ies, authorized person/s or institute/s or company/ies herein after referred as the Client) Where as Author/ copyrights holder. (is an **Author/ copyrights holder**)herein after referred as the 'Client' shall have all those rights to enter into this agreement. **MK infoedutech Pvt.Ltd** is the internet & website solutions provider and offer services to publish the electronic editions of the various books, magazines, publications as eBooks, Audio Books or ePublications through their website **pustakmarket.com**.

The scope of services offered by MK infoedutech Pvt.Ltd. is as under :-

-To publish eBooks, Audio Books or ePublications or Hard book Publication for the client through www.pustakmarket.com

- To use **MK infoedutech Pvt.Ltd** Technology and tools and publish the Books, Audio Books, eBooks & Lecture series on the internet or articles provided by the client.

- To bear the hardware and software cost for the contractual assignment.
- To bear the bandwidth charges to manage user traffic.
- To provide Payment gateway.
- To pay to the Client for the Audio Books, eBooks/ Publications sold through www.pustakmarket.com

In order to achieve the above mentioned objectives, **MK infoedutech Pvt.Ltd** has setup a website: **www.pustakmarket.com** through which e-books, Audio Books of Indian Literature will be created, listed and managed. These eBooks will be available for downloads on

MK infoedutech Pvt.Ltd designed and created special software known as e-book Reader.

Roles & Responsibilities

Client :

- To provide the Book /literature content for conversion to eBooks, Audio Books in the format as required and defined by **MK infoedutech Pvt.Ltd**
- Define the base costing for the eBook, Audio Books.
- Copyright and content authentication will be with the client
- Content being the responsibility of client, Client indemnify for any such loss or damages causing to **MK infoedutech Pvt.Ltd** arising out of any legal issues about the Content provided by client.
- The details of each book / publication / article /magazine along with its prices (hard copy, recommended e-book, Audio Books, Lecture Series prices etc.) to be submitted as per the attached format (**Annexure**)

MK infoedutech Pvt.Ltd:

- Provide the tool and to convert The Book or literature into eBook, Audio Books
- List the eBooks, Audio Books through various applications.
- Mechanism to Purchase Books.
- Payment gateway system.
- A process to convey and ensure e-book, Audio Book, Lecture Series downloads tracking to the client.
- Collect and confirm payments received.
- Payment to client towards the Purchase executed.

Commercial Arrangements:

- **MK infoedutech Pvt.Ltd** will charge 50% of Estimate as a Token amount of per book for conversion to eBooks/ ePublications/ Audio Books/Lecture Series.

- **MK infoedutech Pvt.Ltd** will provide a technology which will control and monitor the Purchase of the eBooks, Audio Books, Lecture Series.
- The client will be responsible to decide the Hard book, e-book, Audio Books, Lecture Series Price.
- **MK infoedutech Pvt.Ltd** will provide an access to the client to view and track Purchase of the eBooks, Audio Books, Lectures Series (respective client).
- **MK infoedutech Pvt.Ltd** will receive the payments for the Purchase.
- If **MK infoedutech Pvt.Ltd** spends half the cost of making the eBook, the company will keep 50 % of the shares and pay 50 % Royalty to the author.
- Payment to client will be paid within 60 days after the end of month in which the sale amount was earned. Payable balance will be paid by online payment gateway or cheque. (For cheque payment amount should be more than Rs. 1000/-).

Contract Terms and Conditions:

This Agreement shall be deemed to have come into force with effect from the date of execution and shall continue to remain in full force and valid unless terminated mutually. If second party wishes to terminate the agreement without valid justification, second party has to refund for the expenses incurred for creation and publication of the eBook, Audio Books by the First party or the First party will keep the eBooks, Audio Books published till it will recover the expenses from the sales of eBooks.

Notice: Two months notice in writing should be given for termination of the agreement.

- Notwithstanding anything contrary contained herein, in case One Party fails to comply with any terms and conditions of this agreement or commits any breach of its representations and warranties given hereunder, then The Other Party shall have the right to terminate this agreement forthwith. Both the parties shall consult, But prior to that discuss and negotiate with each other and give each other reasonable opportunity before the termination of this agreement.
- Both the parties will not hire each other's employees directly or indirectly.

Contract Change Management and transfer of Rights:

Contract will be amended, corrected, altered or changed time to time based on the specific need by both the parties by mutual consent with judicial limits in PUNE. However the rights arising out of this agreement are transferable to any other third party without consent of the party of the second part.

DEFINITION & INTERPRETATION:

Definitions:-

In addition to the understanding defined in the introduction to this AGREEMENT whenever used in this agreement unless repugnant to the meaning or context thereof and save as otherwise provided, the following words and terms shall have the meanings set forth below:

"Agreement" shall mean this Agreement, including all Annexure attached hereto, as may be amended from time to time subject to prior written consent such of all the parties of the Agreement.

"Effective Date" shall mean the date of the execution of this AGREEMENT

"Force Majeure" means any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented or caused to be prevented, and which adversely affects a Party's ability to perform obligations, which shall include but not be limited to acts of God, overall downturn of servers, internet services, fire, drought, flood, earthquake, epidemics, natural disasters or death or disabilities, of performance, in whole or in part of any portion of this AGREEMENT by any Party, Is prevented by causes beyond the reasonable control of such Party, or cause against which the Party could not reasonably make provision limited to acts of God or Government restrictions or war or natural calamity, the Party who is prevented from performing shall be excused from performance for the period of the excusable delay, provided the reason for the delay in communicated to the other Parties within seven (7) days of its discovery.

"Government Authority" shall mean any government authority, statutory authority, government department agency. Commission, board, tribunal or court or other Law, rule or regulation making entity having or purporting to have jurisdiction in India or any state or other subdivision thereof, including Central & state Laws, Securities and Exchange Board of India

"Law(s)" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority and/or of any statutory authority in India whether in effect on the Effective Date or thereafter

"Person(s)" shall mean any individual, sole proprietorship, unincorporated association body corporate corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization

Entire AGREEMENT

Any amendments, changes or alterations shall not take effect unless reduced to writing and signed by all Parties.

Costs & Expenses

Each party will bear respective costs and expenses towards their roles and responsibilities.

Confidentiality

This AGREEMENT and all other information, whether written, Oral or in any other form, furnished by one Party to the other or its employees, representatives or agents, including the terms of this AGREEMENT, shall be considered confidential to the receiving Party, which shall take all necessary precautions to keep the confidential information secret and confidential. The receiving Party also agrees that it shall not, without prior written consent of the other disclose or allow to be disclosed such confidential information to any one, except to its relevant employees or legal and other advisers and then only to such extent as may be necessary for the performance of its obligations under this AGREEMENT

Severability

Each of the provisions contained in this AGREEMENT shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this AGREEMENT.

Relationship between the Parties

Nothing in this AGREEMENT or in any document referred to in it shall constitute any of the Parties as a partner of the other.

Good Faith

Each Party hereto undertakes with the other to act in the utmost good faith in interpreting and implementing this AGREEMENT and agrees to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this AGREEMENT.

Notice

Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) delivered personally, upon receipt by the other party; (ii) if sent by prepaid courier service, airmail or registered mail, within five (5) days of it being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address mentioned in the introduction above. Where notice is issued by **MK infoedutech Pvt.Ltd**, AGREEMENT between **MK infoedutech Pvt.Ltd** & Client's facsimile, a confirmatory copy shall be sent by prepaid courier service, airmail or registered mail dispatched not later than following the day on which the notice is transmitted by facsimile.

Amendments

Party of the first part shall have all those rights to amend the agreement considering the change in circumstances in internet field and business and the client hereby confirm these rights.

Dispute Resolution

Any dispute or differences between the Parties as to the effect, validity or interpretation of this AGREEMENT or as to their rights, duties or liabilities there under failing amicable resolution through mutual negotiations, shall be referred to and settled by arbitration by Sole Arbitrator appointed by both the parties. The arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto. The decision of the arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be at Pune and the language of arbitration shall be English.

Interpretation any reference to a statute or statutory provision shall include:

All subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this AGREEMENT) to the extent which amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this AGREEMENT subject to the prior written consent of the parties.

Headings in this AGREEMENT are inserted for convenience only and shall not be used in its interpretation.

Any reference to the singular shall include the plural and vice versa.

The recitals and annexure form part of this AGREEMENT and shall have the same force and effect as if expressly set out in the body of this AGREEMENT, and any reference to this AGREEMENT shall include any recitals and annexure to it, annexure to this AGREEMENT signed by all parties. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of the annexure in which the reference appears.

Each warranty provided in this AGREEMENT is independent of each other warranty and, unless the contrary is expressly stated, no Article in this AGREEMENT limits the extent or application of another Article.

Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean reference to the same as may have been duly amended, modified or replaced.

For the avoidance of doubt, a document shall be construed as amended, modified or replaced only such amendment modification or replacement is executed in compliance with the provisions of such document(s).

No Influence or Coercion

Both the parties have signed this AGREEMENT after understanding the contents which have been explained each of them in a vernacular way which admitted as true and correct, without any pressure, duress, influence, coercion from any side, while keeping in good health and sound disposing mind. This AGREEMENT shall be irrevocable.

In witness whereof the parties have executed this agreement as of the date first herein above written.

Annexure

Further to the master agreement between **MK infoedutech Pvt.Ltd** and the **Client**

Dear Author,

Greetings from team www.pustakmarket.com,

Please find E-Book agreement enclosed herewith. You are requested to resend it duly signed and with all information at the earliest. At the same time, please upload pdf file/word file of your book on our web portal for further proceedings.

Note: for Marathi/other devnagri fonts uncodization is mandatory.

We intend to make Indian literature available globally in the fastest and easiest way. To fulfill this purpose, we shall obtain pdf file/word file form books from the Author/Publisher and shall make them available to the Global readers in e-Book, Audio Books format. It requires zero travel time, zero paper and none of the dispatch/delivery charges.

The procedure involved in conversion from books to eBooks is as follows:

1. Please upload pdf file/word file/Audio Clip on our web portal through your login after registration.

(Note: Times New Roman font For English. Unicode or Mangal font for Marathi /other devnagari languages.)

2. We process and publish it in secure formats.

3. We follow safety/ security precautions against piracy.

4. We make the books accessible to computers, laptops, iPads, Android tablets, android phones and other reading devices using **MK infoedutech Pvt.Ltd** designed and created special software app known as **pustakmarket** Book Reader.
 5. We set the price of eBook, Audio Books. (Generally, it is 25% to 30% less than the printed copy)
 6. To maintain transparency, we provide you with the online access to the sales report, once your eBooks, Audio Books are published on the website.
 7. Payment of ३०% royalty (exclusive of discounts if any on sale of ebook, Audio Book) along with your sales report shall be sent /deposited to your Bank Account after 60 days.
 8. Please send the signed agreement attached with this email to publish your eBook, Audio Book and make it available to the readers globally.
- Please feel free to contact us for any further queries.
Thank you for your support www.pustakmarket.com

मराठी सारांश

पुस्तकाचे हक्क ज्याच्याकडे आहे त्या व्यक्तीशी हा करार होत आहे. ती व्यक्ती लेखक, लेखकाचा प्रतिनिधी कवा प्रकाशक यापैकी कुणीही असू शकतो. आपल्या पुस्तकाचे ई-बुक/ऑडीओ बुक करण्यासाठी करारासोबत प्रोसे संग फी **1000** रुपये व आपल्या पुस्तकाची मुखपृठासह **Unicode** कवा **mangal Font** मध्ये टाईप केलेली **pdf** आ ण **word** कॉपी कंवा **Audio Clip** www.pustakmarket.com या संकेतस्थळावर कंवा **PustakMarket App** वर जाऊन **Login** करून अपलोड करणे आवश्यक आहे. यासाठी आवश्यक वाटल्यास आपण pustakmarket2020@gmail.com या मेलवर संपर्क साधू शकता.

आपणाकडे सॉफ्ट कॉपी नसेल तर पुस्तकाची हार्ड कॉपी आमच्याकडे पोस्टाने पाठवू शकता. आम्ही युनिकोड मध्ये DTP, सेटिंग, प्रूफ री डंग, करून देऊ. परंतु ई बुक साठी प्रत्येक पानाला **50** रुपये येणारा खर्च आपणास द्यावा लागेल. त्याच प्रमाणे ऑडीओ बुक करण्यासाठी येणारा खर्च रेकॉर्डिंग स्टुडीओ, व्हाईस आर्टिस्ट, व ए डटर यांच्या मानधनावर अवलंबून असल्याने आपणास त्याचे स्वतंत्र कॉटेशन पाठवले जाईल.

तसेच आपल्या पुस्तकाचे मुळ लेखन आपण बघून आपण संमती दिल्यानंतरच आम्ही आपले ई-बुक, ऑ डओ बुक, लेक्चर सरीज www.pustakmarket.com या वेबसाईटद्वारे व आमच्या PustakMarket या App द्वारे लाखो लोकांपर्यंत पोहचवू. जर पूर्ण खर्च लेखकाने केला तर त्याच्या वक्रीतून मळणारी

चला... सारे जग **online** होतंय आपणही **online** होऊ या...