

USATODAYMEDICALTHRILLERBESTSELLERAUTHOR PUBLISHING AGREEMENT

Genius Media, Inc.
WID BASTIAN, PRESIDENT
P.O. BOX 4125
LOGAN, UTAH 84323

This USA Today Medical Thriller Bestseller Author Publishing Agreement (“Agreement”) is between Genius Media, Inc., Wid Bastian, President (hereafter known as “Genius Media”) and Mr. **[redacted]** (hereafter “**[redacted]**”) regarding the promotion and marketing of the literary work **[redacted]** (hereafter known as “Property”).

The USA Today Bestseller Author Publishing

[redacted] desires to retain Genius Media as the exclusive book publisher and promoter for the Property in the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set per the following general terms and conditions:

[redacted] shall be responsible for creating an eBook for the Property. The Property shall be a minimum of 30,000 words (unless this provision is specifically modified by Genius Media) and be professionally edited. The Property shall be substantially the same Property as described to and approved by Genius Media and the Lead Author of the Collaborative Boxed Set. Genius Media warrants and guarantees that **[redacted]** shall be named as one of the authors of the Collaborative Boxed Set created for the USA Today Medical Thriller Bestseller Author Publishing Collaborative Boxed Set (as defined herein).

[redacted] shall provide Genius Media with an edited and complete Microsoft Word file for the Property, or a complete eBook file. For the life of the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set (as defined herein), **[redacted]** agrees to grant the exclusive publication and marketing rights for the Property to Genius Media. Upon completion of the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set (as defined herein), Genius Media retains no rights to publish and/or promote the Property.

Genius Media shall take such steps as are necessary and required to achieve the goal of making **[redacted]** a USA Today Bestselling Author through the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set. Such steps include, but are not limited to, SEO of the Property, marketing of the Property through social media and other means and through proprietary author email lists. Based on experience and relevant data, Genius Media has a high degree of confidence that the goal of making **[redacted]** a USA Today Bestselling Author shall be achieved, but Genius Media cannot guarantee any specific level of sales or results.

Copyright and Publication Rights of the Property

At all times during the duration of this Agreement, the copyright to the Property shall remain with **[redacted]**.

[redacted] warrants that it has full right and authority during the term of this Agreement to publish and promote the Property. **[redacted]** warrants that its right to publish and market the Property is free from any encumbrance or restraint resulting from any prior publication or marketing agreement with any other person or corporation. Should any dispute arise over the rights to publish and/or market the Property with any third party, **[redacted]** agrees to hold harmless Genius Media, its principals and employees, and to fully indemnify Genius Media, its principals and employees, from any damages resulting from a dispute resulting from any prior publication and/or marketing rights agreement relating to the Property. The Parties agree that the provisions of this paragraph shall survive the termination of this Agreement for any reason.

Fees

Fees shall be paid by **[redacted]** to Genius Media as follows:

A \$750.00 (Seven Hundred and Fifty United States Dollars) fee shall be paid to Genius Media by **[redacted]** when this Agreement is signed. This fee is all-inclusive for **[redacted]**'s participation in the USA Today Bestseller Author Publishing. All fees paid under this contract are nonrefundable unless an insufficient number of authors exist (minimum 15 authors) to effectively promote the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set by March 15, 2019. If an insufficient number of authors exist (minimum 15 authors) to effectively promote the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set by March 15, 2019, then all fees paid under this Agreement shall be returned to **[redacted]** in full by April 1, 2019.

All fees due and payable under this contract shall be paid directly to Genius Media's Pay Pal account which is geniusmediawyo@yahoo.com.

Term of The Agreement and Deliverables

This Agreement begins the day it is signed by both Parties and ends when the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set created under this Agreement is unpublished. The schedule (subject to change by Genius Media to meet the goals as stated herein) for the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set **[redacted]** is participating in is as follows:

March 15, 2019: **[redacted]** must have the title and at least 3000 words written for the Property delivered to Genius Media.

May 15, 2019: **[redacted]** must have the completed manuscript for the Property delivered to Genius Media.

July 1, 2019: The Collaborative Boxed Set will be released.

July 31, 2019: Anticipated date to move the Collaborative Boxed Set into KDP.

Genius Media retains the sole and exclusive right to publish the Collaborative Boxed Set from March 15, 2019 to September 30, 2019 under the terms of this Agreement. The Collaborative Boxed Set must be unpublished no later than September 30, 2019 (this cannot be changed).

Failure By **[redacted] To Meet The Deliverable Deadlines**

If **[redacted]**, for any reason, fails to meet the Deliverable Deadlines as described herein (the March 15th and May 15th deadlines) **[redacted]** acknowledges and agrees that **[redacted]**'s participation in the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set is terminated and that **[redacted]**'s \$750 will not be returned to **[redacted]**.

Charitable Contributions and Author Earnings

[redacted] understands and acknowledges that Genius Media has designated two charities – Operation Renewed Hope Foundation and Paws For Purple Hearts as the beneficiary of all net earnings from the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set from March 15, 2019 until the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set meets its targeted goal of achieving USA Today Bestseller status (anticipated to be July 1, 2019).

From the point where the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set meets the goal of achieving USA Today Bestseller status (anticipated to be July 1, 2019), Genius Media shall enroll the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set in the Amazon Kindle Direct Publishing (KDP) system. During this period, all net earnings shall accrue to all participating

authors in the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set on a pro rata basis. All net earnings by participating authors in the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set shall be paid to authors no later than December 1, 2019 (the usual, scheduled when Amazon's September 2019 earnings are paid to the publishers).

Genius Media retains the sole and exclusive right to modify the date when the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set is released and when USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set is terminated for the purposes of achieving the USA Today Bestseller status and when USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set is switched into KDP to maximize revenues to participating authors, but in no event shall the Property be released back to **[redacted]** any later than September 30, 2019.

Price of the Boxed Set, Promotion and Expenses

It is the sole right and responsibility of Genius Media to publish and promote the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set under the terms and conditions described herein.

All eBook Medical Thriller Collaborative Boxed Set sales price(s) for the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set shall be set by Genius Media using its best judgment to accomplish the goals for the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set as described herein.

[redacted] and all participating authors will be required to cross-promote with other authors.

All publication and promotion expenses incurred under the terms and conditions of this Agreement including, but not limited to, the purchase of advertising, promotional platforms, fees for services (formatting costs, cover costs, etc.) and Genius Media's management fee shall be determined exclusively by Genius Media. For the purposes of the USA Today Bestseller Medical Thriller Author Publishing Collaborative Boxed Set program, Genius Media shall not incur any publication and promotion expenses of any nature in excess of the fees paid under the terms of its author agreements and shall have no power to obligate **[redacted]** or any other author for any publication and promotion expense above author fees paid whatsoever at any time.

Acknowledgments

This is the full and final Agreement between **[redacted]** and Genius Media. Both **[redacted]** and Genius Media acknowledge by signing below that they have a full understanding of the Agreement. Any changes to this Agreement must be made in writing.

Genius Media, Inc. and **[redacted]** both acknowledge that the State of Wyoming, United States of America, law shall govern this Agreement.

Wid Bastian, President
Genius Media, Inc. _____
P.O. Box 4125 _____
Logan, Utah 84323 _____
March 15, 2019 _____

[redacted]

Dated