

WRITING, EDITING & PUBLISHING TERMS AND CONDITIONS

I. Writing and Editing Terms and Conditions

- A. **Requesting Estimates Using Submitted Documents.** Document review for estimate purposes is billed at \$75/hour. Estimate payment can be deducted from total deposit. This fee is to prevent our writers from spending costly hours reviewing written materials to provide estimates to individuals who do not utilize our services and ensures that we work with serious inquiries only.
- B. **Page Count Maximums.** Page count maximum based on standard paperback trim size of 5.5 x 8.5.
- C. **Unused Interview & Writing Hours.** Unused live interview hours will convert to writing hours. There is no refund, discount, reallocation or other compensation for unused interview or writing hours.
- D. **Submission of Written or Recorded Materials.** One 8.5 x 11 single-spaced page of written material submitted translates into 1/3 of an interview hour and 1.67 writing hours. One hour of recorded material submitted translates into 1 interview hour and 5 writing hours.
- E. **Additional Package Hours or Pages.** Additional package hours may be purchased at the package's average rate (package total divided by total of interview/writing hours). For reference, each hour of live interviews translates into 5 hours of writing, on average. Each hour of recorded material translates into 6 – 8 hours of writing, on average. Additional pages beyond the max page count will be billed at average rate of package page. CLIENT will be notified in advance if manuscript is anticipated to exceed page maximum of selected package.
- F. **Additional Interview Sources.** Each ghostwriting package comes with a defined number of interviewees. Any additional interviews that CLIENT requests to be conducted and integrated into the manuscript will be conducted for an additional charge of \$249 per additional interviewee. This additional charge is assessed due to the complexity and advanced skill of seamlessly incorporating a variety of voices, styles and tones into one manuscript.
1. Children's books, Basic books and Standard books – 1 interview source
 2. Premium 1 and Premium 2 books – 2 interview sources
 3. Premium 3 books – 3 interview sources
- G. **Optional Fees (Additional Research, Callouts, etc.).** Additional academic, fact-finding or other research necessary to create content will be billed at \$75/hour. CLIENT will be notified in advance if research is necessary. Identifying, creating and/or highlighting callouts in each chapter will be billed at \$75/hour. (Note: Identifying or highlighting these elements in a

Standard manuscript package would take an estimated 2 hours). Payment of optional fees may be requested at time of order or applied to CLIENT final balance, at GENIUSCRIBES' discretion.

- H. **Expedite Fees.** Expedite fees of 15-25% of package total may apply to projects for which completion is requested significantly sooner than the originally-estimated project completion date. Typically, completion in $\frac{1}{2}$ of the estimated project time requires an expedite fee of 15% of package total, and completion in $\frac{1}{4}$ of the estimated project time requires an expedite fee of 25% of package total. All expedite fees must be submitted with initial deposit.

II. Writing and Editing Payments & Project Window

- A. Prompt payment of monthly installment fees required to keep project active. The balance of all projects must be paid within the number of months indicated by the maximum number of installments (the "project window"), with the first installment payment being due with the deposit payment, the second installment payment being due the following month, and subsequent installment payments due each month following until all installments are complete and the project balance is paid.
- B. Projects will be classified as "inactive" after an installment payment is 30 days past due. Project will not be re-classified as "active," allowing work on the project to resume, until all installment payments have been brought current.
- C. After initial deposit is submitted, CLIENT'S project is placed on GENIUSCRIBES' project calendar for the maximum number of months allotted for each project package (the "project window").
- D. All payments, collection of content, writing, editing, manuscript reviews and resubmissions must occur within this project window. This stipulation continues to apply:
1. If CLIENT fails to properly plan for adequate time necessary to complete the project.
 2. If CLIENT experiences extenuating circumstances that interfere with the completion of the project.
 3. If CLIENT advises GENIUSCRIBES that additional content will be submitted at a later date outside of the project window.
 4. If CLIENT has paid for all work related to the project.
- E. If the project window closes prior to the project's completion:
1. If CLIENT no longer wishes for GENIUSCRIBES to work on the project to bring it to completion, CLIENT should notify GENIUSCRIBES in writing, and GENIUSCRIBES will forward all editable master files (if all content has been submitted and writing has begun) in their current state to CLIENT. The delivery of these files will conclude the working relationship on the project between CLIENT and GENIUSCRIBES.
 2. If CLIENT wishes for GENIUSCRIBES to continue work on the project to bring it to completion, the work will be billed at GENIUSCRIBES' standard rate of \$75 per hour.
 3. The number of hours to complete each step of the remaining process will be estimated and communicated to CLIENT if and when CLIENT is ready to resume focus on the project.

4. Remaining work can be invoiced in minimum two-hour increments (paid in advance) until the project is completed.
 5. The work hours will be completed based on availability of time on GENIUSCRIBES team members' project calendars. As a result, turnaround times may be longer than CLIENT encountered during the original project window.
 6. If work resumes on a project after more than 45 days of inactivity at any point in the project, CLIENT will be charged a \$75 "refamiliarization" fee. This fee covers the hourly cost for GENIUSCRIBES to go back into the document and become refamiliarized with the content, organization, subject matter, themes, etc. before making changes to the document due to the time that has elapsed.
- F. After project is delivered to CLIENT, CLIENT will have 30 days to review completed manuscript or project materials and request changes or revisions (the "review window").
1. If feedback or change requests are not received within the review window, GENIUSCRIBES reserves the right to consider the final project to have been delivered, and the project file will be closed.
 2. Any edits or revisions requested by CLIENT and made by GENIUSCRIBES must be reviewed and responded to by CLIENT (with approvals or specific requests for revision) within 7 to 10 business days. If feedback or change requests are not within this review window, GENIUSCRIBES reserves the right to consider the final project to have been delivered, and the project file will be closed.
- G. After receiving a printed proof of a book, CLIENT will have 30 days to review the contents and request edits to the book (the "printed proof review window").
1. All requests for revision of printed proofs must be entered into a "Printed Proof Edit Summary Chart" before submission to GENIUSCRIBES. If GENIUSCRIBES is asked to enter CLIENT's requested revisions into the "Printed Proof Edit Summary Chart" for CLIENT, this service will be billed to CLIENT at \$75/hr.
 2. Any revisions requested after printed proof is delivered, other than typographical errors, misspelled words, punctuation, incorrect usage (effect/affect) or consistency/standardization, will be billed at \$75/hr. to CLIENT. (Note: CLIENT is expected to carefully review and completely finalize the manuscript prior to moving to publishing phase.)
 3. If feedback or revision requests are not received within the printed proof review window, GENIUSCRIBES reserves the right to consider the final project to have been delivered, and the project file will be closed.
- H. At its discretion, GENIUSCRIBES may or may not extend any review window for the CLIENT without additional cost to CLIENT. Review window extensions will vary based on size at GENIUSCRIBES' discretion. Extension will typically be no longer than 50% of the original review window.
- I. Any change requests (including more interview hours, submission of written or recorded materials, and/or writing or editing hours) made after the project file is closed will be billed at GENIUSCRIBES' standard hourly rate of \$75/hr. This stipulation stands whether CLIENT has communicated the need for more time to review the materials or not.

- J. After the project window has closed, the full balance has been paid and the final project has been delivered, if the CLIENT requests for additional work to be performed on the project, the additional work will be billed at GENIUSCRIBES' standard hourly rate of \$75/hr.
- K. In order to provide the GENIUSCRIBES team sufficient time to complete the project by the end of the project window, no additional content, whether live interviews, written materials or recordings, may be submitted for the project within 30 days of the end of the project window.

III. Writing and Editing Services Ownership and Integrity of Work

- A. GENIUSCRIBES reserves the right to refuse service to anyone based upon its own discretion.
- B. All materials written and edited on CLIENT'S behalf by GENIUSCRIBES will become CLIENT'S exclusive intellectual property upon receipt of full agreed-upon payment for the project.
- C. GENIUSCRIBES enters into this Agreement with CLIENT with the understanding that as CLIENT is providing content for ghostwriting or editing, he/she will not infringe upon the intellectual property rights or copyrights of others. CLIENT acknowledges that all materials or intellectual property created by GENIUSCRIBES on behalf of CLIENT will be original content belonging to CLIENT and do not violate copyrights, intellectual property rights or other ownership rights held by any other party.
- D. CLIENT will retain full ownership of all materials generated as a result of this business exchange and maintains the freedom to use, sell, grant permissions, and license the materials and their use at the sole discretion of the CLIENT.
- E. CLIENT'S completed project will be delivered in a digital format in both an editable document as well as a PDF.
- F. Timelines for completion of project that are communicated to CLIENT are only an estimate. No compensation, refunds, or discounts will be given for project completion exceeding estimated turnaround time communicated to CLIENT.
- G. CLIENT must request all changes and revisions to the final product within 14 days of its receipt. Final project, including all requests for revisions and rewrites, will be completed within an estimated 30 days of their receipt.
- H. GENIUSCRIBES may not retain CLIENT'S completed files on its servers after a period of 90 days after final project delivery, so it is up to each CLIENT to maintain their own files of completed projects.
- I. While GENIUSCRIBES takes great care in editing documents, final responsibility for the content, meaning and use of the document belongs to the CLIENT. CLIENTS must carefully read through

their edited documents, word for word, to ensure that content and intended meanings have not been inadvertently changed in the editing process.

- J. GENIUSCRIBES will utilize its best efforts to produce the best work possible for the CLIENT. However, the ultimate responsibility for accepting, rejecting, modifying and/or distributing the work rests with the CLIENT. GENIUSCRIBES accepts neither responsibility nor liability for damages or costs caused by any content, typos, errors or omissions in the document.
- K. The primary means by which GENIUSCRIBES prefers to communicate is via e-mail, not telephone or voice mail. When e-mailing, CLIENT should allow 24 business hours for a response.

IV. Writing and Editing Financial and Payment Terms and Conditions

- A. The maximum number of installments permitted for each type of writing or editing product will vary according to the project.
- B. All installment payment options require payments to be made on a monthly basis. Each installment payment will incur a \$25 installment fee. Installment fees may be avoided by making full package payment at the time of purchase.
- C. Installment due dates will be based on the date the initial deposit was submitted. The first monthly installment will be due the month immediately following the month in which the deposit was submitted. The date the installment payment will be due will be the same date that the deposit was submitted. (Ex: If deposit was paid on June 16th, the next installment will be due February 16th, or it will be considered past due.)
- D. Late payments that are made after midnight of the agreed-upon monthly due date will incur a 5% late fee at GENIUSCRIBES' discretion. Additional 5% late fees will be incurred after each additional 15-day increment of non-payment at GENIUSCRIBES' discretion. All late fees must be paid in order to consider CLIENT'S balance to be current and to receive final delivery of the project and related materials.
- E. All financial obligations associated with this project, including late fees, must be paid in full prior to delivery of the final product.
- F. For manuscript development services, interview and writing sessions will only be held after each agreed-upon monthly installment payment is received. If payment will be made by cash or check in person, please notify GENIUSCRIBES in advance and submit payment at the beginning of the interview or writing session.
- G. The only type of checks that GENIUSCRIBES accepts is cashier's checks. Please allow 7 business days for cashier's check to clear financial institution before scheduling interviews.
- H. All payments made online via credit card will incur a 4% administrative fee for invoice preparation. Please request an online payment invoice at least 24 business hours in advance so that payment may be made by the installment payment deadline.

- I. CLIENT retains the option of submitting monthly installment payments through the order form on geniuscribes.com. Payments submitted through geniuscribes.com are not subject to the 4% administrative fee for invoice preparation. Although CLIENT may receive an invoice for installment payment via email, CLIENT is not required to submit payment through the invoice; the invoice should be considered only a reminder. After receiving a payment invoice, CLIENT may opt to make the payment through geniuscribes.com by the payment deadline to avoid paying invoice preparation fees.
- J. Should the project fall into inactivity without installment payments being made, after 60 days of missed payments, GENIUSCRIBES reserves the right to retain ownership of all materials generated up to the point of inactivity and charge CLIENT a fee equivalent to the original deposit in order to re-activate the project (re-activation deposit is not applicable to the project balance).
- K. After a period of 4 months of inactivity, GENIUSCRIBES will permanently discontinue CLIENT's work and close the project. In order to resume work on the project in the future, CLIENT must re-initiate the project as a completely new one, including submission of a new deposit and installment payments, subject to GENIUSCRIBES' currently published rates.
- L. GENIUSCRIBES reserves the right to refuse service to any CLIENT whose project has fallen into inactivity.
- M. GENIUSCRIBES offers no refunds for payments made for writing and editing projects under any circumstances. However, GENIUSCRIBES will work continuously to ensure that CLIENT is satisfied with the company's writing and editing services that are contracted.

V. Publishing Terms and Conditions

- A. **Submission of Materials for Publication.** All materials submitted for publication should be submitted in their entirety at time of publishing package purchase.
- B. **Additional Package Hours or Pages.** Each publishing package is defined by a wordcount parameter. Submission of materials that contain words beyond the wordcount included in the publishing package that is purchased will incur an additional fee for typesetting and interior design and layout.
- C. **Optional Fees.** CLIENT is responsible for payment for any additional services beyond those clearly indicated in the publishing package. Optional fees may include indexing (\$4 - \$6 per typeset manuscript page), securing permissions (to avoid infringement for use of copywritten material, \$75/hr with one hour min.), photo scanning (\$2.50/photo), endnote/footnote research (\$75/hr with one hour min.)
- D. **Expedite Fees.** Expedite fees of 15-25% of package total may apply to projects for which completion is requested significantly sooner than the originally-estimated project completion date. Typically, completion in ½ of the estimated project time requires an expedite fee of 15% of

package total, and completion in $\frac{1}{4}$ of the estimated project time requires an expedite fee of 25% of package total. All expedite fees must be submitted with initial deposit.

- E. **Pre-Press Information Survey.** Prior to start of the publishing project, CLIENT will be asked to complete a Pre-Press Information Survey, which is designed to provide GENIUSCRIBES with information necessary for the design, registration, and publishing of the book. Any information provided by CLIENT in the Survey is considered to fully represent CLIENT'S desires regarding the publishing of the book, and GENIUSCRIBES will proceed with the development of the book according to what is stated in the Survey. Any changes to these submissions that are deemed significant by GENIUSCRIBES may result in an additional cost to CLIENT, at GENIUSCRIBES' discretion.
- F. **Bar Codes and Book Pricing.** After the interior layout is completed and the number of typeset pages is finalized, GENIUSCRIBES will use this page count to determine the print cost of the book using the most current Amazon KDP Print Cost Calculator. The print cost of the book will be communicated, in writing, to CLIENT, and CLIENT will be responsible for determining the retail price of the book based on this information. GENIUSCRIBES will not determine the retail price or recommend a retail price for the book but will provide recommendations on how to effectively price the book to be competitive with books of similar size and genre. After CLIENT communicates the desired retail price to GENIUSCRIBES in writing, GENIUSCRIBES will obtain a bar code embedded with the retail price on behalf of the CLIENT. If CLIENT changes retail price after the bar code is acquired, CLIENT will be required to pay \$50 to cover the cost of securing a new bar code.
- G. **Sign off During Pre-Press Process.** CLIENT will be provided with the opportunity to sign off on layout and design, cover images, interior images, and other elements of the pre-press process. GENIUSCRIBES defines "sign off" as CLIENT'S written approval of the materials that have been presented to CLIENT. Written approval is granted from CLIENT to GENIUSCRIBES via email granting GENIUSCRIBES permission to move forward with the publishing process using the materials CLIENT has signed off upon or approved. After CLIENT has signed off on and approved the use of design styles, graphic images, illustrations or other elements in the design process and GENIUSCRIBES proceeds according to these approved specifications, any changes made by CLIENT that GENIUSCRIBES deems significant may result in an additional cost to CLIENT.
- H. **Use of Stock Photos.** GENIUSCRIBES uses stock photos for the development of book covers and interior design. Any stock photos secured on behalf of CLIENT for use on the book cover or book beyond those included in selected publishing package will be the financial responsibility of CLIENT. Additional stock photos are billed at \$25 per photo.
- I. **Stock Photo Licensing.** CLIENT acknowledges the understanding that the stock photos selected for use in their book come with Standard License, which enables worldwide use for a lifetime duration, allows unlimited digital distribution and print runs up to 500k per image. CLIENT may also have up to 500,000 views of each image in out-of-home advertising. If CLIENT plans to print runs in excess of 500k per image, or if CLIENT will use the image in merchandise, clothing, artwork, or in a web or print design template, CLIENT will notify GENIUSCRIBES at the time he/she signs off on the use of the photo for the cover or interior of the book so that an Enhanced License may be secured for use of the photo. The additional fee per photo for the Enhanced License will be the financial responsibility of CLIENT.

- J. **Customized Images and Graphic Manipulation.** If CLIENT desires for a customized image or illustration to be used on the book cover or as an interior graphic, GENIUSCRIBES will submit the graphic elements necessary to produce the customized image to CLIENT for approval. Following CLIENT sign off for approval, the elements will be forwarded for graphic manipulation. Any stock photos that must be secured as elements for use in the customized design will be billed to CLIENT at \$25 per photo. All custom illustration and graphic manipulation services are billed at an additional fee of \$75 per hour with hours varying depending on complexity of the work. If CLIENT is dissatisfied with the final illustration or customized graphic and desires to make a significant change to the concept or select a new concept, the revised or new customized image or illustration will result in an additional cost to the CLIENT.

VI. Legal Terms and Conditions

- A. **Liability.** CLIENT and all entities affiliated with CLIENT hold blameless and without liability GENIUSCRIBES and any of its Sponsors, Partners, Employees, Contract workers, or affiliated parties for any issues related to any work written, edited, researched, published, or produced by GENIUSCRIBES.
- B. **Property Damage or Loss.** GENIUSCRIBES will not assume any responsibility for damages to, or loss of, any data or materials produced by GENIUSCRIBES for the CLIENT after a period of 90 days of final delivery of product or the period indicating the end of project window.
- C. **GENIUSCRIBES' Property.** GENIUSCRIBES names, logos, taglines (Nerds with Pens), trademarks, product symbols, and any other items that identify GENIUSCRIBES ("GENIUSCRIBES' Property") shall remain the property of GENIUSCRIBES. CLIENT acknowledges and agrees that GENIUSCRIBES is the sole owner of all rights to GENIUSCRIBES Property and that GENIUSCRIBES has the sole and exclusive right to all items or works that used, are based upon, or otherwise incorporate GENIUSCRIBES Property, including but not limited to all copyrights.
- D. **Communication and Correspondence.** Any notice, consent, approval, demand or other communication to be given or sent to either party (from GENIUSCRIBES to CLIENT or from CLIENT to GENIUSCRIBES) hereunder must be in writing and shall be deemed to have been duly given or sent if given in writing.
- E. **Legal Disclaimer.** All information on the geniuscribes.com website and/or information that is communicated in writing (in any format) or via phone conversations by any GENIUSCRIBES employee, contract worker, freelancer or affiliated party is for informational purposes only, is general in nature, and is not intended and should not be relied upon or construed as a legal opinion or legal advice regarding any specific issue or factual circumstance.
- F. **Errors and Omissions.** Any inadvertent delay, omission, error or failure made in connection with this Agreement shall not be held to relieve either party from any liability which would have been attached had such delay, omission, error or failure had not been made, provided that the delay, error, omission or failure is rectified as soon as reasonably possible after discovery. If either

GENIUSCRIBES or CLIENT fails to comply with any of the terms of this Agreement and it is shown that the failure was unintentional or the result of a misunderstanding or an administrative oversight on the part of either party, this Agreement will remain in effect. The party first discovering the misunderstanding, oversight, omission, error, or failure will notify the other party in writing promptly upon discovery thereof, and the parties shall act to correct such misunderstanding or oversight within fourteen (14) Business Days of such other party's receipt of such notice. However, this Section shall not be construed as a waiver by either party of its right to enforce strictly the terms of this Agreement.

- G. **Cancellation of Contract.** Any controversy or claim pertaining to the cancellation of this Agreement, which cannot be acceptably negotiated by both parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the Arbitration(s) may be entered in any court having jurisdiction thereof.
- H. **Amendments to Contract.** No changes, additions, deletions, or amendments of this Agreement shall be valid or binding for either party unless presented in writing and signed by both parties. It is declared by both parties that there are no oral or other agreements or understandings between the parties executing this Agreement. Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending, or changing the expressed terms and provisions of this Agreement.
- I. **Execution of Contract.** This Agreement shall be executed in any number of counterparts, each of which shall be taken to be an original. If any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the voided portions were deleted.
- J. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- K. **Force Majeure.** Should events beyond the reasonable control of GENIUSCRIBES, including but not limited to acts of God, war, strikes or labor disputes, government regulation or advisory (including travel advisory warnings), civil disturbance, terrorism or threats of terrorism in the United States as substantiated by governmental warnings or advisory notices, curtailment of transportation services or facilities which would materially affect attendees from attending the event, disaster, fire, earthquakes, hurricanes, unseasonable extreme inclement weather in GENIUSCRIBES' operating area, shortages or disruption of the electrical power supply causing blackouts or other essential utilities in GENIUSCRIBES' operating area, computer hacking, or any other cause reasonably beyond the parties' control (collectively referred to as "occurrences"), making the fulfillment and delivery of products, services or events commercially impracticable, impracticable to perform, illegal, or impossible to fully perform under this Agreement as the Parties originally contracted, in such case the affected Party may terminate this Agreement, without liability of liquidated damages, attrition fees, cancellation fees, rental charges, service charges, or any direct, consequential, compensatory, special incidental damages or any other damages or amounts of any nature whatsoever, upon written notification.
- L. **Acknowledgement of Understanding Terms and Conditions.** By proceeding to the remittance of payment for services, CLIENT acknowledges reading, understanding, and agreement to operate

by all stated terms contained within this Agreement. With his/her signature, CLIENT agrees to secure the professional writing, editing, publishing and coaching services of GENIUSCRIBES to begin project work on his/her behalf.