

**TRADE PUBLISHING AGREEMENT BETWEEN
AHAtat® AND Author**

AGREEMENT made by and between individual accepting agreement (hereinafter referred to as "**Author**"), their heirs, executors, administrators, successors and assigns;

And THiNKaha®, Inc., a corporation of the state of California (DBA AHAtat) with its principal offices at 20660 Stevens Creek Blvd., Suite 210, Cupertino, CA 95014 USA (hereinafter referred to as "**Publisher**"), its successors and assigns;

Concerning all books Author chooses to publish under this relationship (hereinafter referred to as the "**Work**").

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Copyright

A. Unless otherwise agreed to in writing, the publisher will, in all published versions of the Work, place a Copyright Notice in a form and place that the Publisher believes complies with the requirements of the United States Copyright law, showing that the owner of the copyright rights in and to the Work is the Author.

B. The Author shall execute and deliver to the Publisher any documents necessary or desirable to evidence or effectuate the rights granted to the Publisher under this Agreement. The "copyright laws" shall be construed to be those now or hereafter in force in the United States.

2. The Grant and the Territory

A. The Author grants to the Publisher and its licensees, for the full term of copyright available in each country included within the territory covered by this Agreement (herein referred to as "the Territory") under any copyright laws now or hereafter in force within the Territory with respect to the Work noted above, the following rights, which shall be exclusive except as against the Author, who shall have the right to market and promote the Work however, whenever, and wherever the Author shall so desire, with any resulting sales divided in accordance to the financial terms contained herein:

(1) "General Publishing Rights:" the right to publish, or authorize others to publish, hardcover, paperback, and eBook editions, condensations, and abridgments of the Work.

(2) "Electronic Rights" - the right to use, adapt or otherwise exploit the Work, or any portion thereof, in storage and retrieval systems of all kinds, whether now known or hereafter invented.

(3) "Video and Audio Rights" - the right to use, adapt or other wise exploit, or authorize others to use, adapt or otherwise exploit, the Work or any element thereof for any form of audio or audio-visual reproduction, including but not limited to video cassettes and disks, and audio cassettes and disks of any kind or configuration whatsoever, whether now in existence or hereafter devised.

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(4) "English Language Rights" - the right to publish and sell and to authorize others to publish and sell the Work in the English language around the world.

(5) "Translation Rights" - the right to authorize others to translate the Work in whole or in part, into foreign languages and to publish and sell such translations around the world.

3. The Manuscript

A. The Author agrees to deliver to the Publisher, or have the Publisher ghostwrite a Microsoft Word or Microsoft Excel document (or other agreed-upon document editing/formatting file) of the Work in the English language, with 140 quotes (of 140 characters or less), to go through a review process prior to being set in the final format. The review process shall not exceed 30 days.

B. Authorizations. The Author shall deliver written authorizations for the use of any materials owned by a third party included in the manuscript as well as for all case studies and testimonials contained in the Work. Publisher has a release form that can be modified and used by the Author. If authorization from a third party cannot be obtained, Author will create endnotes to reference such party's contributions to the Work. Such endnotes will be placed in the copyright section.

C. Right to edit. The Publisher shall have the right to edit the Work at any time, provided the meaning of the text is not materially altered, and shall have the right to publish and promote the Work in suitable style and to fix or alter title and price. The Author shall have the right to review and approve or reject the Work post publication. Approval or rejection (with notes with respect to how to change such rejection to acceptance) shall be granted in a reasonable time. For clarification purposes, a reasonable amount of time within the context of this clause shall be defined as ten (10) business days.

D. Limited Number of Text Revisions. The Work will receive one (1) copyedit. During the first round of the copyediting process, the Publisher's copyeditor will read through the entire text and make comments, revisions, and deletions. If the work is deemed unsuitable for printing, the Author will be contacted with suggested changes. If the Author refuses to make such changes, the book will not be published. The cost of any additional effort required to make the book suitable for publishing must be borne by the Author.

E. Cover Design Revisions. The Author should choose the color and input a small amount of content that will be used on the cover. There will be no changes to the cover produced. If changes to the cover design are required by the Author, additional costs will be borne by the Author.

F. Additional Materials. The Publisher retains the final right to determine whether or not photographs, charts, maps, drawings or the like (hereinafter collectively referred to as "Additional Material") are necessary for the Work, and if necessary, how many, with Author's reasonable input. If the Author fails to deliver Additional Materials, in cases where any of these have been deemed by Publisher as necessary for the Work, the Publisher shall have the right, but

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shall not be obligated, to cause the same to be acquired or prepared and include the cost of such acquisition or preparation as part of the cost in determining Gross Profit from sales of the Work.

G. Failure to deliver. If the Author fails to deliver any Material request or to review any Material within the time specified, the Publisher shall have the option to terminate this agreement; in which case upon receipt of notice of such termination, the Author shall release publisher per the termination clause, without prejudice to any other right or remedy of the Publisher. Copyright will remain with the Author.

4. Warranty

A. The Author represents and warrants to the Publisher that: (i) the Author is the sole proprietor of the Work (unless its crowdsourced which should be duly noted) and has full power, free of any rights of any nature whatsoever in any one that might interfere therewith, to enter into this Agreement and to grant the rights hereby conveyed to the Publisher; (ii) the Work does not, and if published will not, infringe upon any proprietary right at common law, or any statutory copyright, or trademark right, or any other right whatsoever; (iii) the Work contains no matter whatsoever that is obscene, libelous, in violation of any right of privacy, or otherwise in contravention of law or the right of any third party; (iv) all statements of fact are true or based upon reasonable research; (v) the Work, if biographical or "as told to the Author," is authentic; and (vi) the Author will not, while the agreement is in force, enter into any agreement or understanding with any person, firm, or corporation that might conflict with the rights herein granted to the Publisher.

B. If the Publisher makes an independent investigation to determine whether the foregoing warranties and representations are true and correct, such investigation shall not constitute a defense to the Author in any action based upon a breach of any of the foregoing warranties.

5. Indemnity

A. Both parties shall indemnify, defend and hold either party, its subsidiaries and affiliates and its and their respective agents, officers, directors and employees harmless from any claims, demands, suits, actions, proceedings or prosecutions based on facts which, if true, would constitute a breach of any of the foregoing warranties (hereinafter collectively referred to as "Claims") and any liabilities, losses, expenses (including attorney's fee) or damages in consequence thereof.

B. Notice. Each of the parties hereto shall give the other prompt written notice of any Claims.

C. Publisher approval. No compromise or settlement of any claim, demand or suit shall be made or entered into without the prior written approval of the Publisher.

D. Security. In the event any suit is filed, the Publisher shall have the right to withhold payments due to Author under the terms of this Agreement as security for the Author's

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obligations as stated above. Such payments may be withheld for the duration of the legal suit, until a judgment or settlement is reached.

E. Extension. The benefit of the Author's warranties and indemnities shall extend to any person, firm or corporation against whom any such claim, demand or suit is asserted or instituted by reason of the publication, sale or distribution of the Work as if such representations and warranties were originally made to such third parties. The warranties and indemnities as stated herein shall survive termination of this Agreement.

6. Advance Royalties

There will be no advance royalties paid on this Work.

7. Earned Royalties

A. Business Model:

Appendix A contains the Business Model options that apply to this Section. This Appendix specifies the Author royalty percent.

B. Royalty Calculation:

On all Net Copies sold, the Author will receive a royalty of BusMod percent (BM%) of the Publisher's Gross Profit received.

b.1. Net Copies is defined as copies sold less copies returned.

b.2. BusMod percent (BM%) is stated as Author Royalties in Appendix A.

b.3. Publisher's Gross Profit is defined as Net Sales Revenue less direct expenses associated with creating, marketing, and selling each Work, including, by way of example, but not by way of limitation content edit, copy edit, and cover design.

b.4. Net Sales Revenue is the actual revenue received by the Publisher for the net copies sold.

C. Statements

The Publisher shall make payments each quarter, for the preceding period, with accounting of all Net Sales and net calculations made therefrom to arrive at the Gross Profit. Payment will be made within one month following the close of the quarter. However, if such balance is less than twenty-five dollars (\$25.00), no accounting or payment shall be required until the next settlement period in which the balance has reached twenty-five dollars. NOTE: The Publisher is interested in creating systems where the Author will be able to determine sales on a much more "regular" basis, potentially even realtime. There are no guarantees that these systems will be put into place.

8. Revisions

If the Publisher considers it necessary in the best interests of the Work, the Author agrees to revise the Work on request of the Publisher on a mutually agreeable schedule. The provisions of this agreement shall apply to each revision of the Work by the Author as though that revision were the Work being published for the first time under this agreement, except that the manuscript

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of the revised Work shall be delivered in final form by the Author to the Publisher within a reasonable time after request for revision. Further, no initial payment shall be made in connection with such revision. For the purpose of this clause only, a reasonable amount of time shall be defined as thirty (30) days. Should the Author not provide a revision acceptable to the Publisher within a reasonable time, or should the Author be deceased, the Publisher may have the revision done and charge the cost of such revision against royalties due, or that may become due the Author, and may display in the revised Work, and in advertising, the name of the person, or persons, who revised the Work in addition to the Author's name.

9. Discontinuance of Publication

If the imprint gets acquired by an entity that is not part of Publisher or any entity associated with the Publisher, the royalty terms of this contract may be renegotiated to reflect the standard practices of the acquiring party.

10. Infringement of Copyright

If during the existence of this Agreement the copyright shall be infringed or a claim for unfair competition shall arise from the unauthorized use of the Work or any part thereof, but not limited to, the format thereof or the characters or situations contained herein, and if the parties proceed jointly, the expenses and recoveries, if any, shall be shared equally, and if they do not proceed jointly, either party shall have the right to prosecute such action, and such party shall bear the expenses thereof, and any recoveries shall belong to such party. If such party shall not hold the record title of the copyright, the other party hereby consents that the action be brought in Author's name. Each party shall not be liable to the other for such other party's failure to take such legal steps.

11. Rights Surviving Termination

In the event of the termination of this Agreement as elsewhere herein provided, any rights reverting to the Author shall be subject to all licenses and other grants of rights theretofore made by the Publisher to third parties, and to the rights of the Publisher to proceeds of such licenses and grants. All payments made by Author to Publisher and from Publisher to Author are non-refundable.

12. Interpretation

Regardless of the place of its physical execution, this Agreement shall in all respects be interpreted, construed and governed by the laws of the State of California.

13. Modification or Waiver

This agreement constitutes the complete understanding of the parties. This Agreement may not be modified or altered by Author except by written instrument executed by the Publisher. No waiver of any term or condition of this Agreement or of any breach of this Agreement or of any part thereof, shall be deemed a waiver of any other term or condition of this Agreement or of any later breach of the Agreement or of any part thereof. The only exception is if the Author has also signed another Agreement with the Publisher. In that case, both Agreements apply. Publisher has

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the right to modify this agreement at will if it's in line with a common practice that will be applied to all Authors of this series.

14. Notices

Any written notice required under any of the provisions of this Agreement shall be deemed to have been properly served by delivery in person to the Author or by confirmed e-mail or by mailing such notice to either of the parties hereto at the addresses set forth above, except as the addresses may be changed by notice in writing.

15. Assignment

This Agreement shall be binding upon the heirs, executors, administrators or assigns of the Author, and the successors, assigns and licensees of the Publisher, but no assignment by either party, other than an assignment by operation of law or by the Publisher to an affiliate of the Publisher, shall be made without the prior written consent of the other party.

16. Non-exclusive Use of Author's Name

The Publisher shall have the right to use, and to license others to use, the Author's name, likeness and biographical material (including, but not limited to photos, audio clips, video clips, etc.) for the purpose of advertising, publishing and promoting the Work.

17. Confidentiality

Other than for purposes of due diligence, corporate governance, and discussion with its financial and legal advisers, neither party will at any time or in any manner, either directly or indirectly, use for the personal benefit of that party, or divulge, disclose, or communicate in any manner any information that is proprietary to the disclosing party. The receiving party will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the fulfillment of this Agreement.

18. Bankruptcy and Liquidation

If the Publisher is adjudicated as bankrupt or liquidates its business, this agreement shall thereupon terminate, and all rights granted to the Publisher shall automatically revert to the Author. Upon such termination, the Author, at Author's option, may purchase any manufacturing materials as well as any remaining book stock for one-half of their manufacturing costs. This option must be exercised by the Author within sixty (60) days of notice by the Publisher.

19. Arbitration

If any difference shall arise between the Author and the Publisher regarding the meaning of this Agreement or the rights and liabilities of the parties thereto, the same shall be referred to the arbitration of two persons (one to be named by each party) or their mutually agreed umpire, in accordance with the Rules of the American Arbitration Association; judgment on the award rendered may be entered in any court having jurisdiction thereof. The arbitration will occur in the city of Cupertino, CA.

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20. Disputes-Attorneys' Fees

In any action upon this agreement, including litigation and arbitration, the party which prevails will have all Arbitration fees and costs paid by the losing party.

21. Audit

Publisher shall maintain true and complete books of account containing an accurate record of all data necessary for the proper computation of payments hereunder, and Author or its authorized representatives shall have the right to audit and analyze appropriate accounting records of Publisher to ensure compliance with all terms of this Agreement. Any such audit shall be permitted at all times during regular business hours, to fully examine all books, records, papers and correspondence relating to Publisher's responsibilities to remit payment under this Agreement. The cost of such an audit will be borne by Author unless a material discrepancy indicating inadequate record keeping or that additional fees are due to Author is discovered, in which case the cost of the audit shall be borne by Publisher. A discrepancy shall be deemed material if it involves payment or adjustment of more than ten percent (10%) of the amount actually owed to Author during the period under investigation. Any underpayment of fees due to Author shall be paid within three (3) business days of their being ascertained. Audits shall not interfere unreasonably with Publisher's business activities.

22. Force Majeure

Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, terrorist attacks, earthquakes, accidents, strikes, fuel or energy, sickness, computer viruses, or the like. In the event of any such delay, any period of time for action by said party may be deferred for a period sufficient to resume normal business activities.

23. Term

The term of this Agreement shall be three (3) years from the date of execution, unless terminated earlier as set forth herein. The contract will automatically renew for one-year periods after that unless otherwise terminated.

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Appendix A: Author Business Model for AHAtat AHAbooks as well as THiNKaha PDF, Kindle, paperback, hardcover and audio books.

Cost: Current prices are listed on AHAtat website

Author receives the following:

A. Author Royalties:

- i. AHAbooks are free to use, free to share, so no royalty is available. The author gets increased awareness by having their content shared by themselves, their fans, and their new fans from the growing AHAtat user base.
- ii. If the AHAbook is turned into Kindle, paperback, hardcover, or audio versions, then the author receives 51% of profit from sales.

Coaching

Description	Details/Fee
Project Management	Included
Developmental Editing	Included

Production and Distribution

Description	Details/Fee
Book Cover Design	Included
Copy Editing and Proof Reading	Included
AHAtat Distribution	Included

Author or Author's Agent

Name: _____

(Signed): _____