



### **The Rosenberg Group**

1. **ENGAGEMENT.** Author(s) engages Agency to represent Author exclusively in the negotiation of sales, licenses and other dispositions of any and all rights (“rights”), on a worldwide basis to the book-format work (s) specified on Schedule 1 hereto, as it may from time to time be amended in writing by agreement of the parties (Work(s)). Rights shall include but are not limited to worldwide publication and reprint rights, film and television rights, translation editions, audio rights, and electronic rights. Any sequels, “prequels”, or multiple-book contracts that arrive from Agency’s negotiations on behalf of Author(s) shall also be subject to this agreement. Author(s) represents and warrants that Author(s) is free to enter into this Agreement, and that Author(s) has not entered into any other agreement or obligation, which interferes with this Agreement. Nothing in this Agreement shall be deemed to convey any right with respect to other material created by Author(s) in collaboration with another person, or in connection with Author’s(s’) business, lectures, seminars or personal appearances, unless specifically agreed to in writing.

2. **COMMISSION.** Agency shall be paid an irrevocable commission of Fifteen Percent (15%) of all compensation paid to Author(s) with respect to a license or disposition of rights in a Work(s) as a result of the efforts of Agency during the term of this Agreement. In the event Agency deems it reasonably necessary to engage a sub-agent with respect to transactions for Rights to be exercised outside the United States and Canada, the commission shall be Twenty-five (25%) of gross compensation to Author(s) and Agent shall be responsible for paying any commission to said sub-agent from its Twenty-five Percent (25%) commission. In the event Agency deems it reasonably necessary to engage a sub-agent with respect to transactions for Film and Television Rights or any other Rights, the commission shall be Twenty Percent (20%) of gross compensation to Author(s), and Agency shall be responsible for paying any commissions to said sub-agent from its Twenty Percent (20%) commission. Agency will use its best

efforts to ensure that all payments by licensees in transactions negotiated by sub-agent be paid by the licensee directly to Agency.

### 3. PAYMENT OF COMMISSIONS

- a. Agency will collect and receive all payments due author. Agency may deduct from such payment the amount of Agency's commission, computed as provided in Paragraph 2 above, together with an itemized accounting setting forth the amount received and the amount deducted. Agency will then remit the remainder to Author(s) within two (2) weeks after funds have cleared. Agency will be deemed to hold funds for Author(s) as a fiduciary. Notwithstanding the foregoing, in the event of termination of this Agreement, Agency will continue to earn commission in perpetuity for all rights to all properties on which the Agency made the initial sale during the term of representation of the Author(s). In no event shall Agency purport to exercise dominion over, or to instruct any third person to act with respect to, Author's(s') share of compensation without Author's(s') express written consent.
- b. Agency shall maintain a separate Authors' trust account for the purposes of receiving and distributing all Author(s) royalties.

4. PAYMENT OF EXPENSES. Author(s) will reimburse Agency within thirty (30) days after Author's(s') receipt of an itemized statement from Agency for reasonable expenses such as long distance telephone, postage, photocopying, etc., incurred solely in connection with Agency's services hereunder, to a maximum of three hundred fifty (\$350) dollars per Work per calendar year. Author's(s') prior written approval is required for any expenses in excess of that figure. Overhead, and expenses incurred that relate to representations other than that of Author(s), shall not be subject to reimbursement.

5. AUTHOR APPROVAL. No agreement license (oral or written), permission or waiver shall be made with respect to any right of Author(s) without Author's(s') express prior approval. It is understood that Agency is not empowered by this Agreement to bind Author(s), nor is any power of attorney to be deemed to arise from this Agreement.

6. AGENCY CLAUSE. Author(s) hereby authorizes and instructs Agency to include a customary "Agency Clause" attached hereto as Schedule 2 for inclusion in any contract(s), which Agency may negotiate pursuant to this Agreement. The parties agree to execute such additional documents as may be necessary to give effect to the intention and meaning of this agreement.

7. **TERM AND TERMINATION.** This Agreement shall remain in effect for an indefinite term, continuing until (i) material breach by a party, followed by the election of the innocent party to terminate, or (ii) delivery of written notice of termination, as provided in Paragraph 10 below. In the event of termination, Agency will within ten (10) days inform Author(s) in writing of all pending offers, solicitations of offers, and negotiations with respect to Work(s); and in the event of a transaction with the same party on substantially the same terms appear on such writing is consummated with six (6) months of receipt of notice of termination, Agency shall be entitled to the commission specified in Paragraph 2 on such transaction. Author(s) acknowledges and agrees that Agency has the right to represent other authors during the terms of this Agreement.

8. **ASSIGNMENT.** The rights of the parties under this Agreement may not be assigned, except as follows:

- a. Either party shall have the right to assign any moneys due that party, subject to the rights of the non-assigning party.

9. **GOVERNING LAW.** This Agreement will be governed by the law of the State of Massachusetts. The parties agree that any and all disputes arising under this Agreement that they are unable to resolve themselves shall be addressed solely and exclusively in the following manner:

- a. First, the parties shall engage the services of a mediator who is mutually agreed upon by the parties. If a mediator cannot be agreed upon, either of the parties shall contact the American Arbitration Association (“AAA”), and request the AAA recommend a mediator. The AAA’s recommendation of a mediator shall be binding on the parties. The parties shall share costs of the mediation equally. Unless the parties otherwise agree, the mediation shall be held in Boston, Massachusetts. Both parties may be represented at the mediation by their attorneys, and each of the parties shall have present at the mediation one or more representatives with full authority to bind the party to any resolution that may be mediated.
- b. Second, if the dispute is not resolved at mediation, any controversy or claim arising out of or relation to this Agreement, or the alleged breach of the Agreement, shall be conclusively settled by binding arbitration in accordance with the Commercial Arbitration Rules of the AAA, and a final judgment upon the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof. Unless the parties agree otherwise, the arbitration hearing shall be held in Boston, Massachusetts before no more than three (3) panel members. Each party shall bear its own costs and legal fees, and shall share the costs of the arbitrators.

No amendment, modification, or waiver of any Rights hereunder shall be deemed effective unless in writing signed by the parties. This is the sole Agreement between the parties, and supersedes any previous representations, promises or agreement, written or oral. This Agreement binds and inures to the benefit of the parties and their respective legal representatives, heirs, distributees, successors, assigns.

10. NOTICES. All notices hereunder may be delivered by hand, by overnight courier service, or by facsimile to the numbers set forth above, provided an electronic record of receipt is generated by the sender's facsimile machine (in which event notice shall be deemed to have occurred within the first business hour after receipt), or by certified US Mail, return receipt requested (in which case notice will be deemed to have been given on the day following the first attempt at delivery by the Postal Service). The refusal or failure to claim a notice shall not be deemed to constitute a failure to notice.

Agreed to: \_\_\_\_\_