



# Acclaimed Books Limited

1 Stopford Place, Plymouth, PL1 4QT, England  
Registered in England, Company Number 07185373

## Shared Risks, Shared Rewards Agent Services Agreement

Agreement made between Acclaimed Books Limited (hereinafter referred to as the 'Publisher') and  
[Agent name] (hereinafter referred to as the 'Agent'), on [Agreement date].

In accordance with the following terms and conditions, the Agent and the Publisher jointly agree to provide services to enable and enhance the publication of literary works (hereinafter referred to as the 'Work' or 'Works') on behalf of unspecified literary authors (hereinafter referred to as the 'Author' or 'Authors'), who have entered into a Shared Risks, Shared Rewards Publishing Agreement with the Publisher.

### General Notices

The intention of this Agreement is to protect the rights and interests of all parties including the Author, the Publisher, Agents and third parties. As the words used in an agreement have legal connotations, it is not always possible to employ what is generally regarded as plain English and so all parties to an agreement may consider it prudent to obtain independent legal advice. The Publisher will be happy to provide clarification of the intent in any part of this Agreement and will consider rewording any clause if there is a consensus that it is unfairly or poorly worded.

This Agreement is a Shared Risk, Shared Rewards Agent Services Agreement and as such it differs from conventional agent agreements in a number of respects. In particular, all the parties to this Agreement are exchanging their knowledge, skill and time for a share in the uncertain financial returns from sales of the Work over the term of this Agreement. There is no explicit or implicit requirement or expectation that any of the parties to this Agreement invest financially or incur costs in pursuance of their responsibilities under this Agreement, other than their normal day-to-day operating expenses. Any and all expenses incurred shall be for the Agent's account.

In entering into this Agreement, the Agent is acting as a fully independent professional and is not, and will under no circumstances declare themselves to be, an employee of the Publisher.

### Confidentiality, Warranty and Indemnity

The Agent warrants that they will hold in strict commercial confidence any and all material, ideas or intellectual property, delivered or obtained on any electronic or physical medium, pertaining to the Work, provided by or on behalf of the Author or the Publisher that is not already in the public domain, without the express, written permission of the Publisher.

The Agent shall indemnify, defend, and hold harmless the Publisher, its directors, partners, employees, agents, sales and distribution partners from any and all claims arising from, or based upon, a breach or alleged breach of any of the warranties and or representations, declarations, obligations or promises made agreed to or made by the Agent in this Agreement.

### Payments

Payments for services provided by the Agent in respect of their services to the Author shall be calculated in accordance with the Schedules that form part of the Agreement for the Work between the Author and the Publisher.

The Publisher will provide regular reports showing the revenues generated by Work(s) on which the Agent has provided services, and the Publisher shall raise self-billing invoices for payments due to the Agent and forward these electronically to the email address specified by the Agent. The Publisher will make full payment of all amounts due to the Agent as outlined in the invoices by means of the PayPal® payment processing service or by electronic bank transfer excluding any charges made in the payment process and or as may be described in the Schedules of the Publishing Agreement for the Work.

## **Self -Billing**

The self-biller (the Publisher) agrees to issue self-billed invoices for all services made to them by the self-billee (the Agent) for the duration of this Agreement. The Publisher will provide such information on each invoice as is necessary for the Agent to reconcile the correct payment that is due from the Publisher.

The self-billee (the Agent) agrees to accept invoices raised by the self-biller (the Publisher) on their behalf for the duration of this Agreement. The Agent will not raise sales invoices for the transactions covered by this Agreement.

NB The Publisher is not currently registered for VAT (Sales tax) as the value of non-royalty turnover falls below that required for registration within the United Kingdom. In the event that the Agent is registered for VAT, sales tax, or other taxes, within the jurisdiction in which they operate or are subject to taxation, the amount of all self-billed invoices shall be deemed to be inclusive of any and all taxes and it shall be the sole responsibility of the Agent to account for and pay such taxes to the relevant authority. Should the Agent require the Publisher to provide self-billed invoices that itemise the tax applicable, the Agent shall notify the Publisher immediately and provide details of their tax registration number and the relevant tax jurisdiction.

## **Term**

The term of this Agreement shall extend to the termination date of any and all Agreements to which the Agent is a party as described in the Schedules of the Publishing Agreement for the Work(s). During the term of this Agreement, the Agent and the Publisher will adhere to the terms of this Agreement and the Publisher will pay the Agent as set out and agreed in the Schedules of the Publishing Agreement for the Work(s).

## **Notices**

Any written notice or delivery under any of the provisions of this Agreement shall be deemed to have been properly made by delivery in person to the Agent or the Publisher, or by mailing via traceable mail to the address(es) set forth in the Signature Block below, except as the address(es) may be changed by notice in writing. The Agent and Publisher agree to accept service of process by mail at such addresses.

## **Dispute Resolution and Arbitration**

In the event of a dispute arising under this Agreement that the Publisher and Agent are unable to resolve between them, the Publisher and Agent will attempt to resolve the dispute through mediation and should that fail, the dispute will then be settled by an arbitrator appointed from the list of members of the Chartered Institute of Arbitrators, 12 Bloomsbury Square, London WC1A 2LP, England. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall determine the distribution of all costs incurred or associated with arbitration process.

## **Relevant law**

Regardless of the place of its physical execution, this Agreement shall be interpreted, construed, and governed in all respects by the laws of England and will be binding upon the parties hereto, their heirs, successors, assigns, and legal representatives.

## **Waiver and Modification**

This Agreement may not be modified or altered except by a written instrument (a rider, an amendment, a letter agreement, or some other written document) signed by both parties and attached hereto. No waiver of any term or condition of this Agreement, or of any breach of this Agreement or of any part thereof will be deemed a waiver of any other term or condition of the Agreement or of any later breach of the Agreement or of any part thereof.

**Signature Block**

IN WITNESS WHEREOF, Agent and Publisher have executed this Agreement as of the 'Agreement' Date.

“AGENT”

Full Name or Corporate Entity Name and Number of the Agent

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Full Postal Address including country and postal or zip code

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\_\_\_\_\_

Telephone Number (Including international dialling code)

\_\_\_\_\_

E-mail Address (For the serving of Notices and General Communications)

\_\_\_\_\_

**Preferred Payment Method - Select Choice**

E-mail Address (For Royalty Payments via PayPal®)

\_\_\_\_\_

Bank Account Country (For Bank Transfer Payments)

Payment Currency

SWIFTBIC

\_\_\_\_\_

\_\_\_\_\_

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Bank Account Name

\*IBAN or Domestic Account Number

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(\*IBAN is required for Euro and certain other payments)

Signature of Agent

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“PUBLISHER”

Acclaimed Books Limited  
1 Stopford Place  
Plymouth  
Devon PL1 4QT  
England

Signed on behalf of the Publisher by Peter Lihou, Managing Director

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