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**POLITICAL &
GOVERNMENT**LAW
ADVOCACY
LITIGATION

December 5, 2019

Federal Election Commission
Office of Complaints Examination
and Legal Administration
Attn: Christal Dennis, Paralegal
CELA@fec.gov

VIA EMAIL**Re: MUR 7661 - Response of Simon & Schuster**

Dear Ms. Dennis:

This Response to the Complaint in MUR 7661 is submitted on behalf of Simon & Schuster. For the reasons stated herein, the Commission should close this matter after determining that there is no reason to believe a violation occurred.

As explained below, Simon & Schuster has partially paid an author for the rights to a book in the normal course of its book publishing business pursuant to a routine contract on the usual and normal terms. Specifically, the prospective author, Matt Jones, has described the book, which has yet to be finished, as "a love letter to Kentucky" that will feature the stories of "forgotten" people throughout the state. It would also be critical of the tenure of Senator Mitch McConnell. The contract terms included three payments timed to Mr. Jones's acceptance of the agreement, his delivery of a complete manuscript, and the publication of the book, respectively. There was no agreement or expectation about Jones's use of the funds he would be paid.

Mr. Jones was not a candidate at the time the agreement was made, he is not a candidate now, and he has stated publicly that the book would be written whether or not he became a candidate. Although he briefly considered running for office and formed an exploratory committee to test the waters for a candidacy, he has since decided not to run.

Simon & Schuster's payment of Mr. Jones for his book is not a contribution within the meaning of the Federal Election Campaign Act of

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MUR 7661

Response of Simon & Schuster

November 5, 2019

1971, as amended (the “Act”). To the extent Simon & Schuster’s payment to Jones may raise any question of campaign finance regulation, the transaction falls squarely within the Commission’s commercial exception, the Free Press clause of the First Amendment to the Constitution, and the Act’s press exemption.

Apparently because Jones briefly tested the waters for a federal candidacy, the Complaint alleges that Simon & Schuster’s payment of Mr. Jones may have constituted a prohibited corporate contribution to Jones’s testing the waters efforts. As discussed below, this argument is based on false factual assertions and is dangerous: If the Commission takes the bait, it would violate the First Amendment and the Act’s press exemption, both of which protect the publication of information by citizen authors critical of their government and its officials.

The linchpin of the Complaint’s allegation is circuitous, baseless, and repetitive rhetoric asserting that, by paying for the rights to the book, Simon & Schuster thereby effectively “financed” Mr. Jones’s travel throughout Kentucky, that Jones used these travels to obtain material to write his book, that Jones’s travel expenses were also regulated campaign expenses for reasons the Complaint fails to demonstrate, and that all of these circumstances transformed Jones’s use of Simon & Schuster’s payments for the rights to his book into a prohibited corporate contribution to his testing the waters efforts—for a campaign he apparently never started.

Lacking any factual foundation for the allegation, the Complaint repeats its fictional assertion *ad nauseum* as a means of persuasion—a time-worn technique used by despots, propagandists, and political flacks to instill belief in false information. The Commission’s careful review of the Complaint and its citations will reveal that there is no factual basis whatsoever for this essential assertion, without which there is no colorable allegation of a violation.

Accordingly, Simon & Schuster respectfully requests that the Commission decisively reject the allegations in this meritless Complaint by finding that there is no reason to believe Simon & Schuster violated the Act.

MUR 7661
 Response of Simon & Schuster
 November 5, 2019

BACKGROUND

The Complaint bears the burden of proof, including at this “reason to believe” stage of the Commission’s enforcement process. In order to carry that burden for a patently false allegation against Simon & Schuster, and one that defies our law’s fundamental press protections, the Complaint primarily uses three deceptive techniques: manipulating the chronology of events; using a straw man argument; and employing the “illusory truth effect.”¹

¹ The Commission’s regulations concerning enforcement Complaints contain minimal, but important, procedural safeguards that protect the public and the Commission from the abuse of the Commission’s enforcement process. *See* 11 C.F.R. §§ 111.3, 111.4, 111.5. The first key requirement is that the Complaint must identify the complainant, *see* 11 C.F.R. § 111.4(b)(1), a rule that has led to some conflict over the treatment of complaints based on anonymously-sourced articles.

In this matter, the Complaint contains contradictory information about the author(s) of the allegations. It initially identifies the complainant as J. McCauley Brown, only. *See* Compl. ¶ 1. However, in two key places, the Complaint indicates it was filed by more than one person. *See* Compl. at ¶ 17 (stating “Complainants respectfully request . . .”; indicating that the Complaint was filed on behalf of “COMPLAINANTS.” (underscoring added; capitalization in original)). Further, the signature block indicates that Mr. McCauley signed the complaint *on behalf of* the complainants. It is therefore unclear whether Mr. Brown is the only complainant, or if he is one among other unidentified complainants, or if he is not a Complainant at all but instead submitted the Complaint as an agent of unidentified complainants. Additionally, the Complaint—which has the form and technical style of a legal document—indicates it was filed “by and through counsel,” Compl. ¶ 1, but it was signed only by Mr. Brown—who is not a licensed attorney and does not appear, according to professional biographies available online, to have any legal training.

Mr. Brown’s public statements about the Complaint further cloud the exact meaning of his signature. On November 6, 2019, the day after Mr. Brown signed the Complaint and the day it was reportedly filed, The Hill published an article quoting Mr. Brown as identifying the Republican Party of Kentucky (RPK), rather than himself, as the complainant. *See* <https://thehill.com/homenews/campaign/469217-kentucky-gop-files-complaint-against-potential-mcconnell-challenger>. The Complaint, however, does not identify the RPK as the Complainant, or indicate that Mr. Brown filed the Complaint on behalf of the RPK.

The Complaint thus leaves it unclear whether Mr. Brown is personally taking responsibility for the Complaint, or if others perhaps contributed to it but refused to take responsibility for the final version that Mr. Brown submitted. Notwithstanding its right to know the identity of the complainant(s), Simon & Schuster is providing this Response in order for this matter to be closed definitively on the merits.

MUR 7661
 Response of Simon & Schuster
 November 5, 2019

A. The Complaint's Chronological Sleight of Hand Obscures Exculpatory Evidence

The first disinformation technique the Complaint employs is to twist the timeline of the story to obscure exculpatory facts. If the facts already in the Complaint are re-ordered in their proper sequence, the Complaint all but refutes itself. Here is the accurate order of events, based largely on the sources in the Complaint.

In June 2019, an executive of Simon & Schuster met with Matt Jones. At that meeting, Jones proposed the idea for the forthcoming book at issue in this matter. The book would feature the stories of people in every county in Kentucky and criticize Sen. McConnell. Simon & Schuster accepted Jones's proposal. *See* Attachment 1 (transcript of the portion of the August 15, 2019 podcast cited in Complaint footnote 16).²

In a proposed a contract for the book deal dated July 31, Simon & Schuster offered three \$30,000 installments, the first of which would be paid when Jones signed the agreement. *See* Attachment 2. Simon & Schuster calculated this offer based on the expected revenues from the sales of the book, as informed by its experience selling similar books.

On August 15, 2019, Jones discussed the book deal in a podcast that is cited in the complaint in footnote 16, the relevant portion of which is transcribed in Attachment 1. The Complaint omits any mention of Jones's statement, approximately 10 minutes into the segment, that the book "is not a precursor to anything. I'm doing this whether I run or not."

² Mr. Jones explained:

Leave aside whatever your personal feelings are. If you like Mitch McConnell or you don't, let me just say this about the book. This is going to be my love letter to Kentucky. Even if you like Mitch McConnell, I think you'll like this because what I'm trying to do is to show, is to give a voice to a place that I think is ignored nationally and tell the stories. It's going to be funny. It's not just going to be serious even though it's about McConnell. That's how it can help sell. It's really about the state.

Attachment 1 at 4 (transcript of Jones's August 15, 2019 podcast).

MUR 7661
 Response of Simon & Schuster
 November 5, 2019

On September 4, 2019, Jones signed Simon & Schuster's contract for his book.

On September 10, Jones filed FEC Forms 1 and 2 for a campaign exploratory committee (called the "Matt Jones for Kentucky Exploratory Committee"). The Complaint falsely states that the Form 2 signified that Jones had declared his candidacy, *see* Compl. ¶ 9, curiously failing to note that the Committee's treasurer also filed the following statement:

Today, Matt Jones filed FEC Form 2 to designate Matt Jones for Kentucky Exploratory Committee as a principal campaign committee for "testing-the-waters" [*sic*] purposes only. Mr. Jones is not a candidate for federal office and is only engaging in "testing-the-waters" [*sic*] activities at this time.

Matt Jones for Kentucky Exploratory Committee FEC Form 99 (Sept. 10, 2019).

Elsewhere in the Complaint, the Complaint acknowledges that Jones said "on occasion" that he was "only exploring a candidacy and has not yet committed himself to a run for U.S. Senate." Compl. ¶ 14. In a footnote, the Complaint asserts that Jones referred to himself as a candidate—but Jones doesn't do so in any of the Jones quotes included in the Complaint. *See* Compl. n. 3. The quoted statements are consistent with testing the waters and do not constitute declarations of a candidacy.

On October 8, Simon & Schuster paid Jones the first of three payments of \$30,000 for the rights to his book. *See* Attachment 3.

The Complaint quotes a Simon & Schuster online description of the forthcoming Jones book, accessed on October 20, 2019, that criticizes Sen. McConnell, suggests that Jones would lead "the people of Kentucky" to "oust [McConnell] from office," and that in the book, Jones would "demonstrate[] he has the influence, charisma, and institutional knowledge to lead the charge." Compl. ¶ 27. None of these statements indicate that Jones was a candidate or would be a candidate, much less that Simon &

MUR 7661
 Response of Simon & Schuster
 November 5, 2019

Schuster's payments for the rights to Jones's book were a testing the waters expense or would retroactively become a campaign expense if Jones later became a candidate (which he did not).

On Friday, November 15, 2019, Jones announced that he had decided against running for office. See <https://www.kentucky.com/news/politics-government/article237389654.html>

Accordingly, the book deal was concluded in the normal course of Simon & Schuster's publishing business on routine commercial terms, was planned before and irrespective of any testing the waters activities by Jones, included no funding for any such testing the waters activities, and Mr. Jones never became a candidate.

B. The Complaint's Misleading Straw Man Argument

The next disinformation technique the Complaint employs is a straw man argument. The Complaint first mischaracterizes Jones's travels in Kentucky as a "book tour" (this is the "straw man"). See, e.g., Compl. ¶¶ 51-52. It then tears down its own straw man mischaracterization. See Compl. ¶¶ 53-57. The Complaint embellishes its straw man argument by distorting the holding of a Commission enforcement matter to deduce a rule that publishers can only pay for "book tours" after a book was already published and notes the irregularity of a bookless book tour. See Compl., note 44.

The two biggest flaws in this evidence-less argument are: (a) The Complaint is the only place where Jones's travels are characterized as a "book tour" (it wasn't a book tour because there was no book); and (b) Simon & Schuster didn't pay for Jones's travels (whatever they were for), it only paid for the rights to his book, it did so in the ordinary course on the customary and usual terms, and it will do so in three installments under milestones set forth in the contract—none of which had anything to do with Jones's testing the waters activity but had everything to do with

MUR 7661
 Response of Simon & Schuster
 November 5, 2019

securing the rights to the book, incentivizing the completion of the manuscript, and tying the final payment to the book's publication.

C. The Complaint's Misdirection through the Illusory Truth Effect

The most pernicious disinformation technique the Complaint employs is one it reserves to overcome the dispositive fact that Simon & Schuster agreed to pay for the rights to Jones's book in a routine commercial transaction that is also protected by the press exemption. This inescapable fact, based on the objective timing and terms of the payment, is fatal to the allegations in the Complaint against Simon & Schuster. To succeed, the Complaint must therefore persuade the Commission of something that is not true and which is refuted by clear evidence available to the Commission.

To do this, the Complaint engages in a technique known as the "illusory truth effect." In a nutshell, if you repeat a false statement enough times, the hearer or reader will tend to believe it is true even when presented with actual evidence it is not. It is a technique with a dark pedigree in history and politics. Counter-intuitively, by repeating a false statement in order to refute it, you can unwittingly increase belief in the falsity. *See, e.g.* www.wired.com/2017/02/dont-believe-lies-just-people-repeat/amp; <https://www.bbc.com/future/article/20161026-how-liars-create-the-illusion-of-truth>; <https://www.psychologytoday.com/us/blog/words-matter/201807/when-correcting-lie-dont-repeat-it-do-instead-2>;

The Complaint's false assertion that Simon & Schuster funded Jones's testing the waters activities in the guise of what the Complaint characterizes as a book tour (without a book) can be found, or alluded to, in the Complaint at ¶¶ 3, 22, 24, 28, 29, 51, 53, 55, 56, 57, 58, 59, 60, and 61. However, you will note that despite all of the repeated assertions, there is only *one* attempt to proffer supporting evidence to establish the actual purpose of Simone & Schuster's payment. It is found in a footnote to

MUR 7661
Response of Simon & Schuster
November 5, 2019

paragraph 24 of the Complaint, which comprises just two citations. *See* Compl., n. 16.

The first cited source is a Publisher's Weekly piece stating that Simon & Schuster purchased the "world rights" to a book Jones would write featuring "stories from each of the 120 counties in" Kentucky. This authority in fact refutes the allegation in the Complaint it was meant to support, establishing that what Simon & Schuster indeed paid for were the rights to Jones's book.

The second cited authority is the August 15, 2019 Jones podcast summarized above in which Jones explains his forthcoming book. In the podcast, Mr. Jones described the book he proposed to Simon & Schuster, which has yet to be finished, as "a love letter to Kentucky" featuring the stories of "forgotten" people throughout the state, which would also be critical of Senator McConnell. Simon & Schuster accepted this proposal. *See* Attachment 1 (transcript of portion of podcast cited in the Complaint, found at <https://www.iheart.com/podcast/484-ksr-kentucky-sports-radio-28233652/episode/2019-08-15-ksr-hour-1-47990176/>).

There is nothing in the podcast indicating that Simon & Schuster would "finance" or "pay for" Jones's travels or testing the waters activities—because it didn't. Note also that there is also no mention whatsoever of a political candidacy by Mr. Jones in the context of Simon & Schuster's interaction with Mr. Jones. In fact, Jones states that the book deal was struck *when he did not believe he would run for office* and the book would be written *whether or not he ran for office*. *Id.*

Accordingly, despite extensive repetition of a false assertion on which the Complaint's allegation depends, the only sources the Complaint cites for that assertion actually refute the assertion.

ANALYSIS

After untangling the extensive distortions and misinformation in the Complaint, the analysis of whether Simon & Schuster made a contribution

MUR 7661

Response of Simon & Schuster

November 5, 2019

is straightforward. A contribution is defined by the Act as “any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office.” 52 U.S.C. § 30101(8)(A)(i). Simon & Schuster’s payment to Jones for the rights to his future book was not a contribution and is exempted from regulation under the Commission’s commercial exemption, as well as the First Amendment and the Commission’s press exemption.

A. Simon & Schuster Did Not Make a Contribution

Jones was not a candidate at the time of Simon & Schuster’s book deal with him and has never become a candidate. The Complaint claims that Jones declared his candidacy on September 10, 2019, by filing a Form 2, Compl. ¶ 9, but as shown above he was explicitly clear that he was only testing the waters. *See* Matt Jones for Kentucky Exploratory Committee FEC Form 99 (Sept. 10, 2019).

The Complaint also contends that Jones became a candidate based on conflicting statements about whether or not he was a candidate. *See* Compl. ¶ 14; *id.*, n. 3. The Commission, however, requires unconditional, unambiguous, and definitive statements of candidacy to trigger candidacy. *See* Statement of Reasons, Comm’rs. Petersen, Hunter, McGahn, & Weintraub at 2-3, MUR 5930 (Kurk Schuring) (conditional statements of candidacy do not trigger candidacy); Statement of Reasons, Comm’rs. Petersen, Hunter, McGahn, & Weintraub at 2-3, MUR 5934 (Fred D. Thompson) (ambiguous statements of candidacy do not trigger candidacy); Factual & Legal Analysis at 8, MUR 6472 (Diane Gooch) (indefinite public statements do not trigger candidacy). Here, none of the quoted statements by Jones refer to him as a candidate or indicate he made a decision to run. *See* Comp., n. 3. They are instead, at best, conditional, ambiguous, and indefinite statements like those the Commission has determined are insufficient to trigger candidacy. Jones thus never became a candidate before announcing that he would not run for office.

As demonstrated above, the only two authorities the Complaint cites for its repeated assertion that Simon & Schuster financed Jones’s testing the waters activity in fact prove the opposite, that is, that Simon & Schuster paid for Jones’s book rights, only. *See* Compl. n. 16 (Publisher’s Weekly piece stating that Simon & Schuster purchased the world rights to Jones’s

MUR 7661
Response of Simon & Schuster
November 5, 2019

future book and Kentucky Sports Radio podcast, transcribed in Attachment 1, in which Jones states that the book proposal was made at a time when he did not think he would run for office and the book “is not a precursor to anything. I’m doing this whether I run or not.”).

Although the Complaint fails on its own to establish a reason to believe a violation occurred, and Simon & Schuster does not bear the burden of proving its innocence, its contract with Mr. Jones is included with this Response as Attachment 2. The contract conclusively establishes that payments to Mr. Jones were for the rights to his book, only. Pursuant to the contract, the payments were tied to his agreement to transfer his rights to the book, his completion of a manuscript, and the publication of the book.

Even assuming *arguendo* that Simon & Schuster’s payment was for Jones’s testing the waters activity—which it was not, those payments would never have become contributions. Payments for testing the waters activities are not contributions when they are made, and do not become contributions unless and until an individual becomes a candidate. *See* 11 C.F.R. § 100.72(a). Because Jones did not become a candidate as explained above, any testing the waters payments he received were not contributions.

As an initial matter, therefore, Simon & Schuster did not make a contribution or a payment for any testing the waters efforts. On these points, the Complaint provides no actual information to the contrary.

B. Simon & Schuster’s Purchase of the Rights to Mr. Jones’s Book Was an Exempted Commercial Transaction, Not for the Purpose of Influencing an Election

Even if Simon & Schuster’s payment to Jones could be construed as a possible contribution, “[a] corporation’s bona fide commercial activity” is not a contribution subject to regulation under the Act. Advisory Opinion (“AO”) 2014-06 (Ryan) at 9. The Commission has repeatedly determined that a commercial transaction, even with *a candidate*, does not constitute a contribution—and it has specifically found that a publisher’s payments for the publication of *a candidate’s* book are “outside the scope of the Act’s regulation.” *See id.* at 9-10 (*italics added*). In the *Ryan* AO, the Commission

MUR 7661
 Response of Simon & Schuster
 November 5, 2019

concluded that a book publisher's activities which "would involve only the publication, promotion, and sale of [a candidate's] book, not any fundraising activity or solicitations for political contributions. . . . especially as conducted by a 'long established and prominent publisher' that 'publishes a wide variety of different types of books, both political and non-political,' — are genuine commercial activity on their face." *Id.* (internal citations omitted).

Publishers, like Simon & Schuster, are commercial enterprises that make money by selling a variety of books. Simon & Schuster, a subsidiary of ViacomCBS, is 95 years old and publishes approximately 2,000 titles annually. They include Rod Campbell's *Dear Zoo*, the iconic *Joy of Cooking*, and David McCullough's *The Pioneers*, as well as politically-themed books across the political spectrum like Steve Deace's *Truth Bombs*, Glenn Beck's *Addiction to Outrage*, Christine Pelosi's *The Nancy Pelosi Way*, and Ruth Marcus's *Supreme Ambition*. See <https://www.simonandschuster.com/>.

As noted above, Simon & Schuster purchased the rights to a book that Matt Jones would write. The transaction was at arms-length, in the ordinary course of business, and pursuant to the usual and normal commercial terms Simon & Schuster offers prospective authors. In exchange for Jones writing the book and assigning to Simon & Schuster certain rights, Simon & Schuster agreed to pay Mr. Jones based on its assessment of the likely revenues from the book and according to a schedule related to the production of the book, that is, upon his agreement to assign the rights, his completion of the manuscript, and publication of the book.

Consequently, Simon & Schuster's book deal with Mr. Jones is a commercial transaction and not a contribution.

C. Simon & Schuster's Actions to Publish Mr. Jones's Book Are Protected by the First Amendment and the Commission's Press Exemption

The First Amendment to the Constitution states that "Congress shall make no law . . . abridging the freedom of speech, or of the press[.]" The Supreme Court has of course long held that "[t]he constitutional guarantee of freedom of the press embraces the circulation of books as well as their

MUR 7661
 Response of Simon & Schuster
 November 5, 2019

publication.” *Bantam Books, Inc. v. Sullivan*, 372 U.S. 58, 64 n.6 (1963) (citing *Lovell v. Griffin*, 303 U.S. 444,452 (1938)).

Congress included a press exemption in the Act, *see* 52 U.S.C. § 30101(9)(B)(i), and in the Act’s legislative history indicated that it did not intend to “limit or burden in any way the First Amendment freedoms of the press and of association.” H.R. Rep. No. 93-1239, at 4 (1974). Although the text of the Act does not define a press entity, the listed examples include newspapers, magazines, and other periodical publications, so it is clear that Congress intended the exemption to apply to printed publications. Accordingly, the Commission has previously concluded that a book publisher is a press entity within the meaning of the Act’s press exemption. *See* Factual and Legal Analysis at 10, MUR 6989 (Penguin Random House, LLC).

The Courts have “recognize[d] the FEC's need to conduct an inquiry in order to determine whether conduct falls within the statute's press exemption, while at the same time strictly limiting the inquiry in order to minimize harm to First Amendment values.” *See Federal Election Com. v. Phillips Pub., Inc.*, 517 F. Supp. 1308, 1312-1313 (D.D.C. 1981); *see also Reader's Digest Assoc. v. Federal Election Com.*, 509 F. Supp. 1210, 1214-1215 (S.D.N.Y. 1981). “[T]he initial inquiry is limited to whether the press entity is owned or controlled by any political party or candidate and whether the press entity was acting as a press entity with respect to the conduct in question.” *Phillips Pub.* at 1313; *Reader's Digest* at 1214-1215. “If the press entity is not owned or controlled by a political party or candidate and it is acting as a press entity, the FEC lacks subject matter jurisdiction and is barred from investigating the subject matter of the complaint.” *Phillips Pub.* at 1313, *Reader's Digest* at 1214-1215; *see also* Factual and Legal Analysis at 10, MUR 6989 (Penguin Random House, LLC) (“If the exemption applies, the entity's activities are exempt from the Act's disclosure, disclaimer, and reporting requirements.”).

As demonstrated above, Simon & Schuster is a subsidiary of ViacomCBS and it is not controlled by a candidate. The Complaint does not contend otherwise. Further, the transaction at issue here is the routine work of a book publisher, that is, identifying a prospective author who may write a book that the publisher would print and market, and paying that

MUR 7661
Response of Simon & Schuster
November 5, 2019

author for certain rights to the book based on the estimated profits from sales of the book. The evidence before the Commission conclusively establishes that the press exemption applies, there is no credible challenge to this evidence in the Complaint, and “conjecture” or “official curiosity” are insufficient bases to subject a press entity to the Commission’s jurisdiction. *Phillips Pub.* at 1314.

Accordingly, Simon & Schuster’s transaction with Mr. Jones is activity with the constitutionally protected freedom of the press and the Act’s press exemption.

CONCLUSION

Simon & Schuster paid an author—who was not a candidate and never became a candidate—for the rights to a forthcoming book, an unremarkable commercial transaction made in the ordinary course of its publishing business pursuant to standard terms and within its proper press function. The transaction is therefore not a contribution and is otherwise exempted from the Commission’s regulation by the commercial exception, the Act’s media exception, and the First Amendment. Simon and Schuster therefore respectfully requests that the Commission determine there is no reason to believe a violation occurred and close this matter.

Sincerely,

Michael A. Columbo /s/_____
Counsel for Simon & Schuster

cc: Jason D. Kaune

Attachment 1

Partial Transcript / August 15, 2019 Kentucky Sports Radio Podcast

Matt Jones: Yeah. But I do want to start and you'll have to indulge me for a second about some exciting news that I have this morning. At nine o'clock this morning, the Washington Post released the story that, and it's been what I've been working on for the last month and a half, I am writing a book with Chris Tomlin which I'm very excited about. And it is, it is, it is called "Mitch Please." Which is a, it's a, it's a good title. I don't care what you say. "Mitch Please" is a good title. But it's basically, it's a book about the state of Kentucky and how I think we've had a very powerful Senator in Mitch McConnell who's ignored the state of Kentucky. I just want to explain to you how it came about 'cause it's a really good story.

So when I was in New York back in June, Ryan, you remember I was in New York for like three weeks.

Ryan: Yes.

Matt Jones: Right, during the vacation. And I'm sitting around one day and it was great because I had like nothing to do and I was sitting around one day and I get, I get emails all the time from people.

Ryan: Yeah, but not really.

Matt Jones: And he, and he sort of says in there, "I think you should, I just read this article about you in Politico. You should think about writing a book. You should come in and talk to us." And his name was Jonathan Karp and I don't know who Jonathan Karp is, so I don't really think much about it. I actually nearly delete the email, but then I was like, you know what, I'll forward it to my agent and see what he thinks. So I forward it to my agent and he, within 10 minutes, calls me along with another person from the agency that does books and goes, "Matt, take this seriously."

Matt Jones: "Jonathan Karp is the President of Simon and Schuster and maybe the smartest person in all publishing. And he wrote you an email. You're going to go meet with him." And I was like, "Oh, well I'm glad I forwarded the email!"

MUR 7661 — Simon & Schuster Response — Attachment 2

Ryan: And I didn't delete that one!

Matt Jones: I mean I literally almost was like, "Oh well, deleted it." So I forward it to him. So he calls Simon and Schuster's in New York, they want to meet the next day. So now you have to understand when I go on vacation, I don't expect to meet anybody that matters. So the only clothes I have are the clothes, like what I have on...

Ryan: And red hoodies.

Matt Jones: ... I have hoodies, polo shirts and shorts. And I'm like, "Hey, I mean I'll go meet him, but I don't have any clothes." And they're like, "Well fine, wear the best thing you can."

Matt Jones: So here's what I wore. I wore a polo shirt, I found a pullover rain jacket that I'd taken in case of rain in St. Lucia. And I had khaki shorts and tennis shoes. That was the best I could do. By the way, that was the best of the apparel. So I go down to meet him and I just want to say, you have to understand Simon and Schuster is a pretty amazing place. Like it's a building. It says Simon and Schuster on the building. It's like right next to where Fox News is. It's right next to the Rockefeller Center. You walk in and my agent shows up. He's in a suit. So I immediately know this is not what I was supposed to do.

Ryan: He should have had, he's your agent. He should have gone out and found...

Matt Jones: No, no, yeah, he should have worn shorts too, but he didn't. So, and when you walk up to their offices, I mean, right? Like I'm a book guy. I know you're not, but I've, you know how much I like books?

Ryan: Yes.

Matt Jones: Simon and Schuster has published like some of the most famous books ever. Like ever. I won't, not only their famous books. There's also books from like, they did a book from John McCain and Joe Biden and Howard Stern and like all, like all of these books. And I'm like, I can't believe I'm walking in here. And not only am I

walking in here, I'm walking into the President's office and I'm dressed like a slob.

Matt Jones:

So I sit down with him and he sort of says what he's thinking. He's like, "I read this article about you. You know, you're from Kentucky. I think it would be interesting if you wrote something, you know, maybe you center it, you talk about McConnell." Etcetera, and he comes and he has this idea and, and this is the part that I, ... sometimes you're too stupid to know what you can't do. And I listened to it and I thought, yeah, I don't really want to write that. So I was like, "Yeah, I don't really want to write that." I was like, "I might do something else, but I'm not really sure that I want to write that." And he says, "What would you like to write?" Well, I wasn't totally prepared for that question. I had sort of thought about it in the elevator, but I was like, you know what?

Matt Jones:

How often do you get a platform with the head of one of the five major book companies? I said, "Well, here's what I'd like to do. I love the state of Kentucky. It's my favorite place. We travel all around. There's 120 counties. What if I told the story, one story in each county, all 120, to showcase how I feel like Senator McConnell has kind of forgotten about his state and I do it one county at a time and I go to every county and I write about each county." He looks at me, he goes, "Perfect. Do that." And I was like, "Whoa, oh wait a minute. Whoa."

Ryan:

You almost jumped out of your flip flops!

Matt Jones:

And then he said, I was, he was like, and he goes, "All right, do you want to have somebody do it with you?" And I was like, "Yeah, I mean, I've got this friend named Chris Tomlin who's a pretty good writer."

Matt Jones:

"We've worked together since we were in college." He goes, "Fine, there's your co-writer." Like I'm thinking this was gonna be a lot harder to sell than it was. He's like, "Just go." He even has a title for the book. I'm not going to tell you what it was. You all know what it was. No offense, Jonathan Karp is my biggest advocate, so I like him. But how bad was the title?

MUR 7661 — Simon & Schuster Response — Attachment 2

Ryan: I could, you could give me a week and I couldn't think of a worse title.

Matt Jones: I'm not going to call, I'm not going to call him out on it. It was just terrible.

Ryan: It was painfully bad.

Matt Jones: But you know what I was like, "Okay, if that's what it takes, fine, I'll do it." And I walk out and my agent goes, "Dude, you just got a book deal," and I'm still in shorts and a shirt. And all of a sudden now I like have this book deal.

Matt Jones: I come home, I talked to Chris Tomlin, I'm like, Chris, you want to do this book? Yes. I was like, we got to think of a different title. I said, "What could it be?" And he just goes, he literally waits like 10 seconds. And he goes, "Mitch Please." I went, "Perfect!"

Ryan: That's brilliant.

Matt Jones: Yep. So we call up, we call up the, we call up the guy from Simon and Schuster, they love it. And next thing you know, the thing's titled "Mitch Please." So just so you know, we're writing it, it's going to come out in March. So it's, it's, it's gonna take awhile. We have to have it by the end of the year, so this is going to be a big part of my fall and I'm going to be going around the state. Wherever you are right now, we will be there at some point in the next four months.

Matt Jones: We're going to all 120 counties. We're going to try to find a story or a person in each county that sort of embodies what we are talking about and if you have, later on, if you have suggestions, I'll be able to tell you where to email, et cetera, but I'm really excited about it. Leave aside whatever your personal feelings are. If you like Mitch McConnell or you don't, let me just say this about the book. This is going to be my love letter to Kentucky. Even if you like Mitch McConnell, I think you'll like this because what I'm trying to do is to show, is to give a voice to a place that I think is ignored nationally and tell the stories. It's going to be funny. It's not just going to be serious even though it's about

McConnell. That's how it can help sell. It's really about the state.

Matt Jones: And so I just want to thank everybody who listens to this show and Reeve, this would've never happened without you all. I've kind of had a dream. I've wanted to do something like this to be able to write on a national scale and now we have a chance. And so I just want to thank everybody and Ryan, I'm very excited about it.

Ryan: Yeah, obviously we've known about it for awhile. Love the title.

Matt Jones: Well, let me say that I told, I told Ryan and Drew and a couple people, but I said, "You cannot say anything about this like at all." Ryan apparently walked through the TV station like two days ago, looked at Chris Tomlin and goes, "So happy about your book! When does it come out?" And like there's this room full of people and Ryan, and Chris was like, "Shh! No, no, no!" So I'm like, telling you a secret is not necessarily always the best thing.

Ryan: Yeah. I forgot there were other people other around. A lot of people in that room.

Matt Jones: There's a lot of people there. So anyway, go ahead.

Ryan: I will admit it will be the first book that I will have read since Breaking Cardinal Rules. So I'm excited to get back into book reading [unintelligible].

Matt Jones: Is that the book you're reading? Momentum flex.

Ryan: Yeah. Yeah. I'm really excited about getting back and be reading again. I will read it.

Matt Jones: You will read it?

Ryan: There's no doubt.

Matt Jones: You promise you'll read it?

Ryan: Mitch please.

MUR 7661 — Simon & Schuster Response — Attachment 2

Matt Jones: Now would you be interested in doing..

Ryan: Writing the forward?

Matt Jones: No, in doing the McConnell voice for the audio book?

Ryan: Oh, absolutely! Yes!

Matt Jones: I don't know if that will be necessary, but it might be a good addition there.

Ryan: I think there may be some parts that you're going to need the Mitch voice.

Matt Jones: So, so anyway, it'll come out in March. Let me just say in the next day or two, I will send out the Amazon link. This is the only thing I ask. It would be nice if I could show Simon and Schuster I can sell some books. So when the Amazon, I think we'll sell a lot of books when it comes out, but it'd be nice if I could show I could sell some in preorders so when I send it out, if you're somebody who thinks you'll buy it eventually, do me a favor. Place an order. It'll come out in March. You'll have already gotten it.

Matt Jones: If you, if you want to wait, that's okay too, but I want to show that I'm not just a complete dolt and that some people might actually buy the book.

Ryan: I'll preorder it. Ryan, I assume wants a free copy, but I'll make sure you...

Matt Jones: You have to buy one and then I'll give you a free copy. How's that?

Ryan: What do you think's going on in the Mitch McConnell office right now? Right at this moment?

Matt Jones: Well, they're probably not thrilled, but you know, but, and let me say this, a lot of people are going, "Hey Matt, this must mean you're running." I agreed to do this book at a time I thought I wasn't running. So just so people know, this doesn't have anything to do with that. I agreed to do this book at a time that I honestly, when I

was in New York in June, I assumed I probably wasn't gonna do it.

Matt Jones:

So this has not, this is not a precursor to anything. I'm doing this whether I run or not. So I just wanted to tell everybody that and just imagine if you are out there listening and you're thinking about your dreams, if I could walk into Simon and Schuster in a polo shirt and khaki shorts and flip flops and get those people to do a book for me, you can do what you want as well. We'll take a break and be right back. This is Kentucky sports radio.

Attachment 2

Publishing Agreement

K# 10093126

SIMON & SCHUSTER, INC.
1230 Avenue of the Americas
New York, New York 10020
(212) 698-7000

AGREEMENT dated July 31, 2019 between **SIMON & SCHUSTER, INC.** (the "Publisher"),
1230 Avenue of the Americas, New York, New York 10020, and

MATT JONES (the "Author"), whose agent is Creative Artists Agency, 405 Lexington Avenue, 19th floor, New York, New York 10174, Attention: David Larabell. **COO17204**
c/o CAA

In consideration of the premises hereinafter set forth, Publisher and Author hereby agree with respect to a literary work by the Author tentatively entitled:

MITCH, PLEASE!
HOW MITCH MCCONNELL SOLD OUT KENTUCKY (AND AMERICA TOO)

(the "Work").

I. Rights Granted

The Grant and the Territory

1. Author grants to Publisher during the full term of copyright and any renewal or extensions thereof the exclusive right to publish the Work **as set forth in this Agreement** including the right to exercise or license the rights set forth in Paragraph 2 throughout the world in the English language and all other languages.

Subsidiary Rights

2. (a) The Publisher shall have the right, in the territories set forth in Paragraph 1, to exercise the following rights in the Work or to license such rights upon such terms as Publisher reasonably deems advisable: book club rights; anthology/permission rights (**provided that no such anthology or permission rights shall be exercised prior to the publication of Publisher's initial edition of the Work and further provided no single excerpt licensed by Publisher exceeds 10% of the Work**); second serial rights; abridgment/condensation and digest rights; large print rights; reprint and special edition rights; electronic text rights as defined in Paragraph 34(a)(i); audio rights as defined in Paragraph 34(b); first serial rights; British Commonwealth

rights; and foreign language rights. **The Author shall have the right to approve the Publisher's license of any such rights (including, without limitation, the selection of all licensees and the "cut" used in any serialization), as well as the right to approve the text of any abridged, condensed or digest version of the Work (including, but not limited to, in connection with any audio edition of the Work), such approvals shall be in writing and shall not be unreasonably withheld or delayed. The Author shall be entitled to receive any and all available details concerning the proposed license of such rights as Author reasonably determines necessary before granting such approval. If the Author fails to notify the Publisher of Author's disapproval or requests for changes within ten business days of Author's receipt thereof, Author's approval shall be deemed given.**

(b) Any grant of first or second serial rights shall specifically prohibit the licensee from reproducing all or a substantial portion of the Work.

(c) Publisher may license others free of charge to publish the Work in Braille or other forms for the handicapped.

(d) Publisher may authorize copyright and permissions clearance organizations to act in full or in part on its behalf and Publisher shall account to the Author for royalties received from such organizations designated as arising from reproduction of the Work.

(e) **The Author controls all rights now existing or which may come into existence not expressly granted by the Author to the Publisher including without limitation screenplays, novelizations, dramatizations, sequels/prequels, ancillary dramatic adaptation rights, commercial tie-ins, electronic adaptation/multimedia rights, live stage, live reading/public performance, radio, merchandising rights (including, without limitation, calendar and paper products—other than paper products in book form), motion picture, dramatic, home entertainment (e.g., physical media such as DVDs, streaming, or download of audiovisual adaptations), and television rights, ~~British Commonwealth rights, foreign language rights,~~ graphic novel/comic book rights, and theme park rights, and all elements therein, including with respect to all characters in the Work, and is authorized to publish and to license others to publish, in any form, excerpts, summaries and serializations, none to exceed 10,000 words in length, in connection with motion picture, television, stage and other dramatizations based upon the Work for use in advertising and promotion of any such dramatization, and not for resale (other than souvenir booklets created in connection with dramatic presentations, whether live or on screen, which may be sold). The Publisher agrees to execute quitclaim or publisher's release in connection with motion picture and television rights in the Work. The Author shall use reasonable good faith efforts to cause the licensee thereof to take all steps necessary to protect the copyright in the Work.**

(f) The Publisher shall notify the Author **in writing** promptly after each disposition of rights, but inadvertent failure to do so will not be deemed a breach of this Agreement. The Publisher shall provide the Author with copies of any license agreements relating to the Work **and copies of statements received by Publisher from such licensees** on Author's request therefor.

(g) Publisher shall have the right to license the rights set forth in subparagraph (a) above to Publisher's parent, subsidiaries, affiliates and divisions, provided that the terms for such license are no less favorable to the Author than the **fair, market value for such** terms which Publisher in its reasonable **good faith** judgment would accept from an unrelated third party licensee for the same rights. **Any such license shall be negotiated at arm's length and subject to the prior written approval of the Author, such approval not to be unreasonably withheld or delayed.**

(h) **In the event Publisher has not licensed or exercised the audio rights to the Work within six months after the initial publication thereof in the United States, and further provided that Author notifies Publisher in writing of Author's desire to dispose of such rights, then all such audio rights shall revert to the Author and Author shall have the exclusive right to sell or license such audio rights to the Work elsewhere without any further obligation to Publisher in connection therewith.**

(i) **If the Publisher fails to exercise or license British Commonwealth rights and/or foreign language rights in the Work within two years after Publisher's initial publication of the Work in the United States, then Publisher shall revert such rights to the Author on Author's written request, but foreign language rights shall revert only with respect to such languages or countries that have not been licensed.**

Option

3. **Provided the Publisher publishes the Work as set forth herein and this Agreement has not terminated and Publisher is otherwise not in breach of this Agreement,** the Author hereby grants the Publisher an exclusive option to acquire the Author's next (*i.e.*, written after the Work) full-length work **of adult non-fiction** for publication on mutually satisfactory terms. If, within 30 days following submission of a **detailed outline** for such work to the Publisher (**which submission shall not occur sooner than the date of Publisher's acceptance** of the Work), Publisher and Author are unable in good faith to agree upon terms for publication, Author shall be free thereafter to submit such next work to other publishers **without further obligation to the Publisher**. During the exclusive period of this option, the Author shall not submit such next work to other publishers, nor seek offers from or negotiate with others with respect thereto. **In the event this Agreement is terminated pursuant to the provisions of Paragraph 11, 13, 18, 19, or 29, the Author's obligations under this paragraph shall terminate as well.**

II. Manuscript Delivery

Delivery of the Manuscript, Related Materials and Permissions

4. (a) The Author shall deliver to the Publisher one copy of the Work in the English language, satisfactory to the Publisher in length, content and form, on or before December 9, 2019. The Work shall be approximately 70,000 to 80,000 words in length and is described as a work of non-fiction

by the Author providing a withering, humorous county-by-county journey through the Bluegrass State, in which residents explain how Mitch McConnell has been bad for Kentucky. The Author shall also deliver diskettes or other **mutually agreeable** electronic format **reasonably** specified by Publisher **and agreed to by Author** containing the Work.

(b) As part of the complete manuscript, the Author shall, at Author's expense, furnish to Publisher photographs, drawings, charts, maps, illustrations, appendix, bibliography and other related material (on a non-exclusive basis) (herein "related materials") necessary in Publisher's **and Author's mutual** opinion for publication of the Work, all in content and form satisfactory to Publisher. **The Author shall retain ownership of the related materials, other than the grant of rights set forth in this Agreement for the Publisher to publish and license the publication of related materials as part of the Work.** If the Publisher and Author **mutually agree** there is to be an index in the Work the Publisher will be responsible for preparation of the index and shall charge the **actual, direct, out-of-pocket** cost thereof against the Author's royalty account, **such cost not to exceed \$1,000. Author shall have the right to approve the index.**

(c) If permission from others is required for publication of any material contained in the Work or for exercise of any of the rights conferred by this Agreement, Author shall obtain such permissions at Author's expense, in form acceptable to Publisher **in Publisher's reasonable good faith judgment**, and shall deliver such permissions to the Publisher **within thirty (30) days after the acceptance** of the complete manuscript of the Work. Permissions shall cover all territories, rights and editions covered by this Agreement. **Publisher shall provide the Author with a sample form, acceptable to the Publisher, for use in obtaining any such permissions, and shall be available to the Author for advice on obtaining any such permissions.**

(d) If the Author fails to deliver the related materials or required permissions within thirty (30) days of written request, Publisher shall have the right, but not the obligation, to obtain the same and in such event the **actual, direct, out of pocket** cost of such preparation shall be borne by the Author as follows: Publisher may charge such cost to Author's royalty account, provided however that if the advance payable to the Author under this Agreement is unearned one year after publication of the Work, then Author will reimburse Publisher for such costs **within thirty (30) days of receipt of an invoice from Publisher. Publisher will notify and seek Author's approval in writing before obtaining such permissions or charging the Author therefor.**

III. Payments to the Author

Advance

5. (a) Publisher shall pay Author, as an advance against all amounts accruing to Author under this Agreement, the sum of \$90,000, payable as follows:

\$30,000 on signing of this Agreement;

\$30,000 on delivery and acceptance of the complete manuscript, as satisfactory to the Publisher; and

\$30,000 on Publisher's first publication of the Work or twelve months after acceptance of the complete manuscript, whichever is earlier.

Conditional Advance

(b) If aggregate pre-orders (*i.e.*, confirmed sales for a copy made prior to the publication date of the Work via any source that are fulfilled upon said publication date) for sales of copies of the Work in all formats offered by the Publisher reach 12,500 copies prior to Publisher's announced publication date, the Publisher shall pay the Author an additional advance against sums accruing to the Author hereunder of \$10,000 payable upon reaching such threshold but not later than the date of Publisher's first publication of the Work.

(c) In the event the Author's earnings from Publisher's sales and licenses of the Work (net of returns and the reasonable reserve for returns) under the terms of this Agreement equal or exceed \$90,000 (or \$100,000, if the terms of subparagraph 5(b) above have been invoked) within one year after Publisher's first publication of the Work, then the Publisher shall pay the Author an additional advance against sums accruing to the Author hereunder of \$10,000. Such additional advance shall be payable within 30 days of Publisher's reasonable determination that the requirements therefor have been met. If the Work has not achieved such earnings at the end of said one-year period, the Publisher shall upon Author's request re-analyze said net sales at the time which is six months later in light of the Publisher's actual returns experience with the Work and the reserve then being held. If the Work has indeed qualified as a result of said analysis, the Publisher shall then pay said additional advance within 30 days after completion and confirmation thereof.

Royalties

6. The Publisher shall pay the Author royalties on all copies of the Work sold by the Publisher **and/or Publisher affiliates**, less returns, as follows:

(a) if published as a hardcover edition, 10% of the catalog retail price on the first 5,000 copies sold, 12½% of the catalog retail price on the next 5,000 copies sold, and 15% of the catalog retail price on all copies sold thereafter, subject to the exceptions set forth below;

(b) if published as a trade paperback edition, 7½% of the catalog retail price on all copies sold, subject to the exceptions set forth below;

(c) if published as a mass-market paperback edition, 8% of the catalog retail price on the first 150,000 copies sold, and 10% of the catalog retail price on all copies sold thereafter, subject to the exceptions set forth below;

(d) if published as an electronic text (e-book) or electronic audio (e-audio) edition, 25% of the net amount actually received **or credited** from such sales. However, should marketplace conditions change such that said royalty rate is below prevailing market rates, Publisher agrees to renegotiate the royalty rate at Author's request at any time following three years after first publication of the e-book edition;

(e) if published as an abridged or unabridged audio edition in physical form intended primarily for sale in the trade retail marketplace, 5% of the catalog retail price on the first 10,000 copies sold, 6% of the catalog retail price on the next 10,000 copies sold, and 7% of the catalog retail price on all copies sold thereafter, subject to the exceptions set forth below; if published as an unabridged audio edition intended primarily for sale in the library and school marketplace, 10% of the net amount actually received **or credited** from such sales;

(f) if published as a large print edition, 10% of the **catalog retail price** from such sales, subject to the exceptions set forth below;

(g) if published as a low-cost hardcover edition (**which edition shall be subject to the Author's prior written approval, such approval not unreasonably withheld, and which shall not be published sooner than 12 months after publication of the first trade edition of the Work**), 10% of the catalog retail price from such sales, subject to the exceptions set forth below;

(h) on copies of the hardcover and trade paperback editions sold for export to **unaffiliated** third parties or outside the United States by Publisher or its affiliates, royalties shall be calculated on the net amount actually received **or credited** from such sales. On copies of the mass-market paperback, large print and low-cost hardcover editions sold for export to third parties or outside the United States by Publisher or its affiliates, the royalty shall be 10% of the net amount actually received **or credited** from such sales. On copies of the audio edition sold for export to **unaffiliated** third parties or outside the United States by Publisher or its affiliates, the royalty shall be **two-thirds** the prevailing rate in subparagraph (e) above, calculated on the net amount actually received **or credited** from such sales;

(i) on mail order sales and other direct response sales excluding such sales made through Publisher's own websites, the royalty shall be **10%** of the net amount actually received **or credited** from such sales, except that on mail order sales and other direct response sales of the audio edition, the royalty shall be **two-thirds** the prevailing rate in subparagraph (e) above, calculated on the net amount actually received **or credited** from such sales;

(j) on special discount sales (as defined in Paragraph 34(d)), the royalty shall be **10%** of the net amount actually received **or credited** from such sales, except that on special discount sales of the audio edition, the royalty shall be **two-thirds** the prevailing rate in subparagraph (e) above, calculated on the net amount actually received **or credited** from such sales;

(k) on copies sold to book clubs on a royalty-inclusive basis, the royalty shall be **10%** of the net amount actually received **or credited** from such sales, except that on copies of the audio edition sold to book clubs on a royalty-inclusive basis, the royalty shall be **two-thirds** the

prevailing rate in subparagraph (e) above, calculated on the net amount actually received **or credited** from such sales;

(l) on remainder-in-place sales (as defined in Paragraph 34(e)) and remainder sales, the royalty shall be **10%** of the net amount actually received **or credited** from such sales, except that on remainder-in-place sales and remainder sales of the audio edition, the royalty shall be **two-thirds** the prevailing rate in subparagraph (e) above, calculated on the net amount actually received **or credited** from such sales, and except that no royalty shall be payable on copies of the Work sold at a discount of 85% or more from the catalog retail price. **It is understood that if the discount at which such copies are sold is less than 85% from the catalog retail, the aforementioned royalty shall be paid to the Author on such sales. Further to the provisions of Paragraph 8(d) below, in the event that the Work is remaindered, the Publisher shall use reasonable efforts to notify and give Author a period of two weeks in which to purchase all or any portion of said copies at the Publisher's cost plus freight and handling.**

Proceeds on License of Subsidiary Rights

7. The Publisher shall pay the Author 50% of the proceeds received by **or credited to** Publisher **or its affiliates** from the sale or license of subsidiary rights **granted to the Publisher in Paragraph 2(a) above**, except as follows:

<u>Type of Right</u>	<u>Author's Share</u>	<u>Publisher's Share</u>
first serial rights	90%	10%
British Commonwealth rights	80%	20%
foreign language right	75%	25%

In calculating the proceeds on disposition of the subsidiary rights, Publisher may deduct from the gross amount received **(or credited from the license of foreign language rights or British Commonwealth rights)** any **unaffiliated** third party **foreign** agent's commission which may be paid for services rendered in connection with such disposition, and any bank fees or other monetary transfer charges **actually paid to unaffiliated third parties** by the Publisher in connection with or by reason of such sale or disposition. **Notwithstanding the foregoing, the Publisher will not deduct sums for a commission of more than 10% of the gross amount received or credited without the Author's prior written consent therefor.**

Further, if the Publisher receives monetary compensation for use of the Work in online advertising (which is limited to the type of advertising placed by, for example, Google and Facebook in the normal course of their businesses, and not expressly authorized by the Publisher), the Publisher shall pay the Author 50% of the proceeds allocated to the Work. If the monetary compensation is part of an allocation with other books, the allocation shall be made reasonably and in good faith. Nothing herein shall be deemed to permit the Publisher

to use the Work, the Author's name or the Author's likeness as an endorsement for any product or service, other than for the sale of copies of the Work itself.

Special Royalty Provisions

8. With respect to each edition of the Work published hereunder, the following shall be applicable:

(a) no royalty shall be payable on copies damaged or destroyed or on a reasonable number of copies furnished gratis for review, publicity and/or promotion of the Work, or for sample or similar purposes provided such review, publicity, promotion, sample or similar purposes are primarily directed to increasing sales of the particular Work that is the subject of this Agreement;

(b) no royalty shall be payable on sales or inventory transfers by Publisher made at the actual manufacturing cost to its parent, subsidiaries, affiliates, or related divisions for resale, but any resale thereby shall be deemed a sale by Publisher subject to the full applicable royalty herein provided as if such sale were made by the Publisher;

(c) in some instances Publisher prints on the jackets and/or covers of its books a suggested cover price that is higher than its catalog retail price. In such instances, where the royalty is based on the retail price, the catalog retail price, not the suggested cover price, shall be the basis for the computation. The difference between the two prices enables the retailer to recoup its freight costs. In no event will the difference between the suggested cover price and the catalog retail price exceed the lesser of 50 cents or 5% of the suggested cover price. Subject to the preceding sentence, said difference between the suggested cover price and catalog retail price will also be the same as other then-current books of Publisher's to which freight pass-through applies;

(d) when the Publisher in its sole good faith discretion determines that copies of the Work are not readily salable at regular prices within a reasonable time, the Publisher may remainder copies of the Work (but not earlier than 12 months from the publication date unless it is a remainder-in-place, which may occur at any time) or dispose of such copies as surplus (but not earlier than 12 months from the publication date) at the best price obtainable. Subject to the provisions of Paragraph 6(l) above, Publisher shall make no remainder sale (other than a remainder-in-place sale) without first offering copies to the Author at the estimated remainder price, provided, however, that inadvertent failure to offer such copies to the Author will not be deemed a material breach of this Agreement. Publisher shall use its best efforts to provide the Author with 25 free copies of the Work at the time it remainders the Work, but inadvertent failure to do so will not be deemed a material breach of this Agreement;

(e) any advance royalties or other sums paid to or on behalf of the Author under this Agreement, and any undisputed amounts due from the Author to the Publisher under this Agreement, may be applied in reduction of any royalties payable to the Author under this Agreement. For the avoidance of doubt, the Publisher cannot cross-collateralize the Work with any other work for the purpose of recouping the advance;

(f) in the event of any **documented** overpayment of royalties by Publisher to Author, Publisher may, in addition to any other remedies available to it, recoup such overpayment from any sums due to Author under this Agreement. **An unearned advance will not be deemed an overpayment;**

(g) any amounts payable to the Author hereunder shall be subject to such reasonable reserve for returns of copies of the Work as the Publisher shall establish in its reasonable **good faith** discretion. **Following the fourth full accounting period after publication, Publisher's reserve for returns shall not exceed 20% of the total copies theretofore shipped and not returned, except that (i) after each subsequent printing of 5,000 copies or more, the reserve may be reasonably increased above 20% for four additional accounting periods, (ii) Publisher may maintain a reserve in excess of 20% which reserve is equal to the actual percentage of returns in the preceding period or consecutive periods, and (iii) Publisher may maintain a higher reserve for any period preceding or during which it is expected that the Work will be or is out of print or is remaindered. Reserves shall be maintained separately with respect to each edition (hardcover, paperback, etc.). No reserve shall be instituted or maintained on any e-book edition, print-on-demand, or any other edition of the Work which is sold on a non-returnable basis. Upon request of the Author, Publisher shall furnish the Author information concerning the amount of and basis for any reserve maintained and if Author's representative deems the reserve excessive, Publisher will negotiate with Author in good faith concerning a reduction in the reserve based on Publisher's sales and returns experience with the Work, and any other factors deemed relevant by the parties;**

(h) if the Publisher exercises rights **expressly granted to the Publisher** herein for which royalties are not specifically set forth in this Agreement, then royalties shall be paid to the Author at rates to be negotiated in good faith by the Author and Publisher **prior to Publisher's exercise of such rights. For avoidance of doubt, all rights to the Work not expressly granted to the Publisher herein, including but not limited to the rights listed in Paragraph 2(e) above are reserved by the Author.**

Royalty Statements

9. (a) Publisher shall render royalty statements and make accounting and royalty and other payments to the Author (i) in February for the preceding period April 1 to September 30, and (ii) in August for the preceding period October 1 to March 31. Publisher may from time to time, **upon reasonable prior written notice to Author**, change such accounting periods provided no longer than six months elapses between any two accountings to the Author. If for any royalty period the current period total activity in the Author's account for the Work is less than **\$25**, Publisher **shall render statements but** may defer the rendering of payment until such royalty period as the cumulative activity since the last statement exceeds such amount. **Publisher shall, however, make such payment upon Author's request therefor.**

(b) Royalty statements shall state the number of copies **of each edition** sold and returned during the period covered and the reserve for returns being held by the Publisher **or its affiliates**,

subsidiaries or related entities. If the Author so requests in writing, the Publisher shall, within thirty (30) days after its receipt of such request, advise the Author in available detail of the number of copies printed, **shipped**, sold, and given away during the current period covered by the last royalty statement rendered to the Author, as well as the approximate number of salable copies on hand at the end of said period. **Publisher shall require the same information from reprint publishers, book clubs, or other licensees of subsidiary rights in the Work.**

(c) Statements rendered hereunder shall be final and binding upon the Author unless objected to in writing, setting forth the specific objections thereto and the basis for such objections, within **three** years after the date of Author's receipt of the applicable statement.

(d) **When the Publisher has disposed of any subsidiary rights in the Work, any proportionate share of the proceeds due to the Author in accordance with Paragraph 7, less any unearned advances and after the Publisher's allowances for a reasonable reserve for returns (in accordance with the provisions of subparagraph 8(g) above), shall be paid at the time the next succeeding royalty statement is rendered; provided, however that with respect to any advances actually received by Publisher or credited to Publisher's account in connection with the disposition of such rights, which would result in a net payment to the Author of \$500 or more, after such deductions, if the Author makes a written request for immediate payment after such a disposition, the Publisher shall pay the Author's share of such advance received by Publisher or credited to Publisher's account (after such deductions) within thirty (30) days after receiving such written request.**

Examination of Publisher's Books and Records

10. The Author or the Author's representative may, upon written request not more than once each year, **examine and copy or cause to be examined and copied through counsel and/or certified public accountant the books and records of the Publisher and any of its affiliates, subsidiaries or related entities that sold, published or distributed copies of the Work or licensed rights in the Work** insofar as they relate to the Work for the period of **three** years immediately preceding such examination. Such examination shall be on Publisher's premises at a time **mutually** convenient to **the parties**, but no later than 90 days after Author's request therefor, and shall be at Author's expense **unless errors of accounting amounting to more than 5% of the total sums accrued to the Author (including advances) are found to the Author's disadvantage, in which case the reasonable cost of the examination shall be borne by the Publisher.** Payment of the amount due under this Paragraph 10 (including the examination costs, if applicable) shall be made within thirty (30) days thereafter.

IV. Failure to Deliver the Manuscript; Acceptance of the Manuscript

Failure to Deliver the Manuscript

11. Timely delivery of the Work, **editorially** satisfactory to the Publisher in length, content and form, is essential to the Publisher and is of the essence of this Agreement. If Author fails to deliver the complete manuscript of the Work, **in what the Author represents to be its complete and final form** within thirty (30) days after the time specified, the Publisher shall have the option to give the Author a notice in writing **prior to Author's delivery of the Work** terminating this Agreement, and in such event the Publisher may then recover and the Author shall repay, **within ninety (90) days after Publisher's demand**, all amounts **actually** advanced to the Author. **Upon such repayment this Agreement will terminate and all rights granted herein shall automatically revert to the Author.**

Extension of Time to Deliver

12. **Upon Author's request**, Publisher may in its **reasonable and good faith** discretion extend for such period as in its judgment is appropriate, or refuse to extend, Author's time to deliver the complete manuscript. **If Publisher agrees to extend Author's time to deliver the complete manuscript, the new delivery date shall be mutually agreed by Author and Publisher.** Any extension of the delivery date must be in writing signed by the Publisher. In determining whether to grant such extension and/or the length thereof, Publisher may consider such factors as Publisher reasonably deems relevant, including without limitation, Author's request, Author's personal and professional obligations and Author illness; **however, in no event other than as expressly provided in Paragraph 18(b) below shall changing marketability or market conditions be used as a basis for rejection of a delivered manuscript or termination of this agreement. Failure to give a notice of termination for non-delivery shall be deemed to grant such an extension unless and until such a notice of termination is given by Publisher prior to delivery.**

Acceptance of Manuscript

13. (a) The Publisher shall not be obligated to accept or publish the Work if in its **reasonable and good faith** judgment the Work is not **editorially** acceptable to it. If the Author delivers a manuscript of the Work within the time specified, in what the Author represents to be its complete and final form, the Publisher shall, within **sixty (60) days** after its receipt thereof, determine whether the Work is **editorially** acceptable to it. **If the manuscript is not editorially acceptable to the Publisher**, Publisher shall request in writing **within such sixty (60)-day period and in reasonable detail (including, but not limited to, reasonably detailed, written comments with respect to the requested revisions)** that Author make revisions, changes or supplements ("revisions") thereto. If Publisher requests one or more revisions in the manuscript as submitted or as thereafter revised, Publisher's time to determine the **editorial** acceptability thereof shall be extended for a period of thirty (30) days after resubmission by the Author, or thirty (30) days after

Publisher's receipt of written notice by Author that no further revisions will be made. Author will make revisions as promptly as possible after Publisher's request therefor but in no event shall Author be required to make such changes within fewer than ninety (90) days. No request for revisions shall be deemed to obligate Publisher to accept the final revision or to constitute a conditional acceptance thereof. If the Publisher in its **reasonable and good faith** discretion determines to submit the manuscript to a legal review (**such review to be at Publisher's sole cost and expense**), the Author shall cooperate with the Publisher or Publisher's counsel in such review and notwithstanding anything to the contrary in this Agreement the time for Publisher to accept or reject the Work shall be extended to thirty (30) days after completion of the legal review. **After Publisher's acceptance of the complete manuscript, no material changes shall be made without the Author's prior written approval, other than standard copyediting with respect to though not limited to punctuation, spelling, and capitalization (see Paragraph 16(d)).**

(b) Acceptance of the manuscript shall be made by written notice signed by an authorized signatory of the Publisher. Payment of an advance installment, payable by express provision hereof upon acceptance of the manuscript, shall constitute written notice of acceptance unless such payment is accompanied by a **written** notice to the contrary.

(c) If the Publisher fails to accept the complete manuscript or revised complete manuscript within the time periods provided in subparagraph (a) above, the Author shall thereafter have the right to notify Publisher in writing that unless the manuscript is accepted or written request for revisions provided within **ten** (10) business days after the delivery of such notice, the manuscript will be deemed unacceptable and this Agreement shall terminate in accordance with the provisions of subparagraphs (d) and (e) below, **except that in such event the 18 month time limit provided in subparagraph (e) shall not apply.**

(d) If the revised complete manuscript delivered by the Author is not, in Publisher's sole **reasonable good faith** judgment, **editorially** acceptable to the Publisher, the Author shall repay, **in accordance with the provisions of subparagraph (e) below**, all sums advanced to the Author hereunder and upon such repayment this Agreement shall terminate **and all rights granted to the Publisher hereunder shall automatically revert to the Author for Author's sole use and disposition. Upon the Author's request, Publisher shall provide the Author with a written explanation of why the Work is editorially unacceptable.**

(e) In the event of termination of this Agreement because the revised complete manuscript is **editorially** unacceptable to the Publisher, the Author or the Author's duly authorized representative shall make **reasonable good faith** efforts to sell or license elsewhere the rights in the Work **granted to Publisher herein**, and the Author shall be obligated to repay all sums advanced hereunder; but for a period of 24 months after termination of this Agreement such obligation shall be limited to repayment from the first (and all) proceeds of any contracts with others concerning the rights in the Work granted to the Publisher hereunder **up to the amount Publisher has theretofore paid to Author.** Author hereby transfers and assigns to Publisher, as security for the repayment of any advances which may become repayable pursuant to this paragraph, any and all monies which may hereafter become due or owing to Author from other persons or entities as a result of the rights in the Work granted to the Publisher hereunder up to the amount Publisher has theretofore paid to Author, and Author hereby authorizes Publisher to apply such monies as and when received in liquidation of

Author's obligation to repay such advances up to the amount Publisher has heretofore paid to Author, until such obligation shall have been fully paid. Author hereby authorizes such other person or entity to give full force and effect to this assignment, and hereby releases and discharges such other person or entity from any and all liability to Author for any and all payment or payments made to Publisher pursuant to this paragraph. At the end of the 24-month period any sums that have not been repaid or recovered from other sums due to the Author shall become immediately due and payable to the Publisher.

V. Production and Publication of the Work

Correction of Proofs

14. **The Publisher shall furnish the Author with the final copyedited manuscript of the Work for Author's prior written approval. If the Author fails to notify the Publisher of Author's disapproval or requests for changes within ten business days of Author's receipt thereof, Author's approval shall be deemed given.** Publisher shall furnish Author with one set of galleys or other first proofs and, **if available**, subsequent proofs, and the Author shall return each set of proofs with Author's corrections to the Publisher within twenty one (21) days of receipt thereof **unless otherwise mutually agreed**. The Publisher also shall proofread the proofs. If the Author shall fail to return the corrected proofs within the twenty one (21)-day period **(or such longer period as has been mutually agreed)** herein specified, the Publisher may publish the Work without the Author's approval of the proofs - provided, however, that if, because of illness or any other factor beyond the Author's control, the Author informs the Publisher that Author is unable so to return the corrected proofs, Author's time for correcting such proofs shall be extended for another twenty one (21)-day period, and after that period the Publisher may publish the Work without the Author's approval of the proofs.

Cost of Author's Alterations

15. If, in the correction of proofs, the Author requests changes from the text of the manuscript, the Author shall bear the **reasonable, third party** cost of such changes, **other than changes which are the result of changes required by Publisher or its legal counsel in its reasonable judgment or Publisher's or printer's errors**, over 15% of the original, actual out of pocket cost of composition, as follows: Publisher shall notify Author of the overage and the estimated charge for such corrections and Author shall respond to Publisher's notice within three (3) business days of the Author's receipt hereof. If Author desires to proceed with such corrections or if the Author fails to timely respond, Publisher may charge such cost to Author's royalty account, provided however that if the advance payable to the Author under this Agreement is unearned one year after publication of the Work, then the Author will reimburse Publisher for such costs upon receipt of an invoice from Publisher. At Author's request Publisher shall submit an itemized statement of such charges and shall make available corrected proofs for the Author's inspection at the Publisher's office.

Publication

16. (a) The Publisher shall publish the Work **initially in hardcover book form (unless mutually agreed otherwise) under its *Simon & Schuster* imprint** within 18 months after acceptance of the manuscript therefor. **Except as provided in the preceding sentence,** publication shall be in any edition and under any imprint of Publisher or its affiliates that Publisher elects.

(b) Publisher shall have the right to use the **approved** name, **approved** pseudonym, **approved** portrait and approved picture of and **approved** biographical material concerning the Author in and on the Work, in the advertising, publicity and promotion thereof, and in connection with any rights granted hereunder, with all such approvals to be obtained in advance and in writing, and in addition to using only approved pictures of and biographical material concerning the Author, the Publisher shall obtain the Author's approval regarding any advertising and promotional materials for the Work that incorporate the Author's name and/or likeness, unless the material is simply replicating the previously approved cover of the Work. **At Publisher's request,** Author shall furnish Publisher, free of charge, original photographs of the Author which Publisher may use for such purposes without additional payment to or permission from any third party, **provided that if a photo shoot is required for the book cover such cover shoot shall be done with a photographer approved by Author, and produced at Publisher's sole cost and expense.** Publisher's licensees shall also have the right to use only the approved photograph and approved biographical material.

(c) The title of the Work **shall be determined** by mutual agreement of the Author and the Publisher.

(d) **Except as specified in Paragraph 16(a),** the format, imprint, style of printing and binding, and all matters relating to the manufacture, sale, distribution and promotion of the Work shall be determined at the sole discretion of the Publisher. **The Publisher will meaningfully consult with the Author on the Publisher's jacket design, interior design and cover design for Publisher's editions (including audio editions, electronic editions and digital download audio editions), if the same are to be different from approved material for prior or simultaneous editions) of the Work, as well as editions licensed by Publisher (if the same are to be different from approved material for Publisher's editions of the Work) catalog copy, flap copy and back copy for the Work and the advertising and promotion of the Work, including but not limited to the content and timing of any press release prepared by Publisher for the Work), but final decision for each shall rest with the Publisher. The Publisher may not make changes in the manuscript of the Work without the consent of the Author, except that the Publisher may make changes (i) in the capitalization and punctuation of the Work, to make it conform to the Publisher's accepted style, or (ii) in the spelling and punctuation of a British edition of the Work, to make it conform to American usage.**

(e) The Publisher may, **but not before publication of the first print edition of the Work,** publish and authorize others to publish **verbatim** extracts of the Work containing not more than one chapter or **10% of the Work, whichever is less,** for promotion of the Work, without

compensation therefor. If compensation is received it shall be shared equally by Author and Publisher. Publisher agrees that Author may post the cover image of the Work and up to 2,500 words or a chapter from the Work, whichever is greater, on websites, social media, and blogs, provided Author shall coordinate such use with Publisher.

(f) The Publisher will not include any advertisements (including without limitation any “house ads”) or previews in the hardcover edition of the Work, (whether printed in, distributed with, or interested in any copies thereof), nor will Publisher include any advertisements (including without limitation any “house ads”) or previews in any other edition (bound or unbound) of the Work or authorize others to do so without the Author’s prior written approval. The Publisher shall require this same restriction in any license of Publisher’s rights in the Work.

(g) At Publisher's request, the Author shall be available for promotion and publicity on behalf of the Work and/or to travel on a promotional and publicity tour in the United States, including a reasonable amount of television appearances, radio and press interviews and personal appearances (such as book signings) for the Work for a period of ten (10) days duration (not necessarily consecutive) within the first month following initial publication of the Work in the United States. The schedule and selection of cities for such tour shall be mutually agreed in advance by Author and Publisher and shall be subject to Author’s prior professional commitments and significant personal commitments. Publisher shall be responsible for payment of all reasonable expenses, the arrangement of travel, and booking of appearances of the tour for the Author, including round trip airfares and hotel expenses, for travel outside the Author’s area of residence or then-current location, private ground transportation to/from residence (or current location), airports, hotels, events and tour venues by exclusive town car, and for all meal and transportation expenses in connection with the tour. If the Author is unable to make a mutually agreed scheduled appearance to promote the Work due to illness, personal emergency, or other extraordinary or unforeseen circumstances, then the Author’s failure to make such scheduled appearance shall not be deemed a breach of this Agreement, provided that the Author does reschedule and Author appears at a comparable promotional appearance which is mutually satisfactory to the Publisher and the Author.

Copyright

17. (a) The Publisher shall identify the Author, **Matt Jones**, as the owner of the copyright in the Work and shall register such copyright in the United States in the name of the Author, **Matt Jones**, within ninety (90) days of Publisher’s first publication of the Work. The Publisher’s inadvertent failure to register copyright within said 90-day time period shall not be deemed a material breach of this Agreement.

(b) The Publisher shall identify the Author, **Matt Jones**, as the owner of the © copyright in the audio edition of the Work. If the audio rights in the Work have not reverted to Author under Paragraph 2(h), then the Publisher shall be identified as the owner of the (P) copyright in any audio edition of the Work produced by the Publisher at Publisher’s cost and expense. Author hereby

assigns, and Publisher shall own, all right, title and interest in and to any such audio edition of the Work and all additions to, alterations of or revisions of the audio edition, and all drafts, notes, scripts, voice recordings and musical recordings related thereto.

(c) The Publisher shall print in each copy of each edition of the Work published by it **or its affiliates** any notice required to comply with the applicable copyright laws of the United States and the provisions of the Universal Copyright Convention and the Berne Copyright Convention, **and shall require its licensees to print the same.**

(d) Any agreements made by the Author or by the Publisher to dispose of any rights in the Work shall require the licensee or grantee to take all necessary and appropriate steps to protect the copyright in the Work. Whichever party controls first serial rights in the Work will use commercially reasonable efforts to require any licensee of such rights to include an acknowledgement accompanying the published excerpt stating that the excerpt is from an upcoming work to be published by the Publisher and setting forth the title of the Work, Author and Publisher by name.

(e) The Publisher **shall** take such steps as it deems appropriate **in its reasonable discretion** to copyright the Work in the Author's name in countries other than the United States, but the Publisher shall be under no obligation to procure copyright in any such countries, and shall not be liable to the Author for any acts or omissions by it in connection therewith. The Author may copyright the Work in any foreign country if the Publisher fails to take steps to obtain such a copyright within thirty (30) days after receiving a written request from the Author to do so.

(f) Author hereby appoints Publisher to be Author's attorney-in-fact **solely in order** to execute and to file any and all documents reasonably necessary **and consistent herewith** to record in the Copyright Office the **ownership of the Work by the Author and the license** of exclusive rights made to Publisher hereunder. **Publisher shall supply the Author with a copy of any such document as soon as reasonably practicable after filing.**

No Obligation to Publish

18. (a) Notwithstanding anything contained herein to the contrary, the Publisher shall not be obligated to publish the Work if, in the **good faith, reasonable** judgment of its legal counsel, whether before or after acceptance thereof **but prior to publication thereof**, the Work contains libelous or obscene material, or its publication may violate the right of privacy, common law or statutory copyright, or any other right of any person or entity. In such event, **unless the Author makes changes required by Publisher's legal counsel in such counsel's reasonable judgment**, Publisher shall be entitled to the return of all monies advanced to the Author hereunder and to terminate this Agreement **and upon such repayment this Agreement shall terminate and all rights in and to the Work shall automatically revert to the Author.** Repayment of advances shall be in accordance with the provisions of Paragraph 13(e) unless Publisher terminates this agreement because in the reasonable judgment of its legal counsel such Work would violate the common law or statutory copyright of another person, in which event repayment shall be made in full on Publisher's request. Notwithstanding any request by Publisher for change or substantiation,

nothing in this Agreement shall be deemed to impose upon the Publisher any duty of independent investigation or to relieve the Author of any of the obligations assumed by Author hereunder, including, without limitation, the ongoing validity of Author's warranties and representations which shall apply to all material in the Work, whether or not changed at the request of Publisher's legal counsel.

(b) In the event that Author is publicly and widely accused, in a sustained manner, of indefensible conduct that is materially inconsistent with the Author's reputation at the time this Agreement is executed and which conduct is likely, in the Publisher's sole reasonable, good faith judgement, to materially diminish the sales of the Work to the intended audience, Publisher shall have the option (which shall be exercised, or not, in the Publisher's sole, reasonable, good faith discretion, but in meaningful consultation with the Author prior to such exercise) at any time during or after the occurrence of any or all of the foregoing to give the Author a notice in writing of the Publisher's election to terminate this Agreement. If such termination occurs at any time prior to the Publisher's first publication of the Work, then the Author shall promptly, after receipt of such notice, repay to the Publisher all unrecouped sums theretofore paid to the Author hereunder and upon such repayment all rights granted to Publisher herein shall automatically revert to Author for Author's sole use and disposition and Author shall have no further obligation to Publisher hereunder except as expressly set forth in this Paragraph 18(b). If such termination occurs at any time after Publisher's first publication of the Work, the Author shall be entitled to retain all such sums theretofore paid to the Author hereunder, but shall not be entitled to any further payments or earnings hereunder, other than those accruing to the Author pursuant to Paragraphs 6 and 7 hereof and all rights granted to Publisher herein shall automatically revert to Author for Author's sole use and disposition and Author shall have no further obligation to Publisher hereunder except as expressly set forth in this Paragraph 18(b). All such sums shall be accounted and paid to the Author in accordance with the terms of this Agreement regardless of whether or not such earnings are received by Publisher prior to or following termination hereof.

Delays in Publication

19. (a) The Publisher, in its **reasonable and good faith** discretion, shall have the right to reschedule publication of the Work, **upon written notice to the Author**, beyond the time set forth in Paragraph 16(a) for a reasonable time **not to exceed three months**. If publication of the Work is delayed in the absence of excusable circumstances the Author's sole and exclusive remedy shall be to give the Publisher a notice in writing, stating that if the Publisher fails to publish the Work within ninety (**90**) days after the date of such notice, then all of the Publisher's rights in and to the Work shall terminate at the end of such **90-day** period; and if, in such event, the Publisher shall fail to publish the Work within such **90-day** period, all of the Publisher's rights in and to the Work shall terminate and revert to the Author, and the Author shall be entitled, as liquidated damages and in lieu of all damages and remedies, legal or equitable, to retain all payments theretofore made to Author under this Agreement **and to receive and retain any unpaid advances under Paragraph 5(a) above which otherwise would have become due**.

(b) If publication is delayed beyond the time set forth in Paragraph 16(a) because of acts or conditions beyond the **reasonable** control of the Publisher or its suppliers or contractors,

including (by way of illustration and not by way of limitation) war, **industry-wide** shortages of material, strikes, riots, civil commotions, fire or flood, the publication date shall be extended to for a period of time in a reasonable proportion to the severity of the occurrence which caused such delay, but in any event to a date **not more than three consecutive** months following removal of the cause of the delay. **After such time, if the Work remains unpublished, the Author may by notice in writing terminate this Agreement and upon such termination all rights in the Work shall automatically revert to the Author.**

Out of Print Termination

20. If, at any time after the expiration of **one year** from the publication date, the Publisher allows all of its **full-length U.S. English language** editions of the Work to go out of print **in regular trade channels** and such status continues in effect for six months after the Author has given Publisher written notice ("Reversion Notice") to put **a full-length U.S. English language edition** of the Work back into print **through regular trade channels**, and if there is no **full-length U.S. English language** reprint edition (**other than large print, book club, Braille or low-cost hardcover editions**) authorized by Publisher available **in regular trade channels** or contracted for within such six-month period (**and, if contracted for, published within nine months thereafter**), then the Author may by a notice in writing terminate this Agreement **and upon such termination all rights granted to the Publisher herein shall revert to the Author** subject only to any licenses previously granted by Publisher and Publisher's and Author's right to continue to share in the proceeds therefrom (**provided that no such licenses shall be renewed or extended**). **At Author's request Publisher shall furnish the Author with copies of any subsidiary rights still in effect for the Work. Termination hereunder shall not be deemed to be a release of any claims which Author may have against Publisher for the Work which are unrelated to termination. Upon such termination all rights granted herein shall revert to the Author. Any right of the Author pursuant to Paragraph 10 shall survive such termination.** In the event of such termination the Author shall have the right to purchase any available plates or film of the Work at cost, and/or any remaining copies or sheets of the Work at cost. If the Author does not purchase such plates, film, copies or sheets, then the Publisher may dispose of them at any price and retain the proceeds of such sale **subject to the payment of royalties as provided herein**. The Publisher is under no obligation to retain any such plates, film, copies or sheets. The Work shall not be deemed out of print as long as it is available **in regular trade channels** from the Publisher **in the U.S. in any full-length, English language** edition, including electronic text editions **but excluding book club, large print or Braille editions, provided, however, that it is understood that for the purposes of this clause the existence of an electronic text edition shall not preclude the Author giving the Publisher a Reversion Notice as set forth above.** If, however, six months after Author's Reversion Notice, the Work is not available or only available from the Publisher in an electronic text edition or by means of print-on-demand technology, the Author may by notice in writing terminate this Agreement in the manner set forth above provided in the prior 12 months Author's earnings from Publisher's exercise or license of rights in the Work (excluding revenue derived from the license of book club, British Commonwealth and foreign language rights) were \$200 or less. Said amount of \$200 will be adjusted on each ten year anniversary of the date of this Agreement ("Ten Year Anniversary Date") to reflect the inflation or deflation of U.S. dollars indicated by the Consumer Price

Index for All Urban Consumer Goods and Services, published by the Bureau of Labor Statistics or its successor, in the ten year period since, as applicable, the date of this Agreement or the last Ten Year Anniversary Date. Notwithstanding anything herein to the contrary, the sale of copies of the Work as remainders or “hurt” copies shall not be deemed an edition of the Work available in normal trade channels, for the purposes of determining in-print status of the Work under this Paragraph 20.

VI. Other Rights, Undertakings and Obligations

Author’s Rights

21. All rights **now existing or which may come into existence** not expressly granted by the Author to the Publisher **(including, but not limited to those listed in subparagraph 2(e) above)** are reserved to the Author **for Author’s sole and exclusive use throughout the world and nothing here shall be construed to prohibit or impair Author’s disposition of any such reserved rights, provided that so long as Publisher publishes the Work in accordance with the provisions hereof, the** Author shall not exercise or dispose of any reserved rights in such a way as substantially to destroy, detract from, impair or frustrate the value of any rights granted herein to the Publisher, **nor shall the Publisher exercise any rights granted to it in a way that would frustrate or impair any of the Author’s reserved rights.** The Author shall not publish or authorize to be published **for a period of 18 months after Publisher’s first publication of the Work or 30 months after delivery of manuscript, whichever is sooner** any full-length book (screenplays, teleplays, stage scripts of adaptations etc., are not restricted by this Paragraph 21) by the Author which would, in the Publisher’s reasonable opinion, be directly competitive with sales of the Work in the territory granted to the Publisher herein and based substantially on the subject matter of the Work without the written consent of the Publisher, **which consent shall not be unreasonably withheld. If publishing rights should revert to the Author in accordance with the provisions of Paragraph 20 above, then the time periods set forth in the previous sentence shall be waived. Notwithstanding anything to the contrary contained herein, the Author shall have the right to publish or authorize publication of an Author-written prequel or sequel to the Work, subject to the provisions of Paragraph 3 above and Paragraph 24(h) below.**

Author’s Agent

22. The Author has designated Creative Artists Agency of 405 Lexington Avenue, 19th floor, New York, New York 10174 Attn: David Larabell (the “Agent”) as the Author’s sole and exclusive agent and representative throughout the world with respect to the Work in this Agreement and to any sale, license or other disposition of the Work and any and all rights therein in any and all media in perpetuity. The Author hereby directs and authorizes the Publisher to pay, and the Publisher agrees to pay, all monies due or to become due the Author under this Agreement or under any subsequent agreement(s) with the Publisher pertaining to the Work to and in the name of **Matt Jones c/o Creative Artists Agency** as agent for the Author. Receipt of such monies by the Agent

shall be deemed by the Publisher as receipt by the Author. In return for services rendered and to be rendered by the Agent in connection with the Work, the Author irrevocably authorizes the Agent to receive in its name all monies due or to become due the Author and to retain its agreed-upon non-refundable commission on all gross monies payable to the Author under this or any other agreement relating to the Work as an agency coupled with an interest, and the Author acknowledges that the Author has agreed to pay that amount to the Agent. It is further understood that the Agent shall not be held responsible in any way whatsoever for the reimbursement to the Publisher of any monies advanced according to the terms of this Agreement or for the completion, contents or acceptance by the Publisher of the manuscript(s) involved in this or any other agreements concerning the Work. In no event shall the Agent be deemed the agent of the Author for receipt of legal process.

Representation by Single Author

23. **Intentionally deleted.**

Author's Warranties

24. Author warrants and represents that:

(a) Author is the sole author and proprietor of the Work;

(b) Author has full power and authority to make this Agreement and to grant the rights granted herein, and Author has not previously assigned, transferred or otherwise encumbered the same; and Author has no prior agreement, commitment or other arrangement, oral or written, to write or participate in writing any other **full-length** book-length work and will enter into no such agreement, commitment or other arrangement **that will interfere with timely** delivery of the Work;

(c) the Work has not been previously published;

(d) the Work **as a whole (other than incidental parts)** is not in the public domain;

(e) the Work does not infringe any statutory or common law copyright or any proprietary right of any third party;

(f) the Work does not invade the right of privacy of any third person, or contain any matter libelous or otherwise in contravention of the rights of any third person; and, if the Work is not a work of fiction, all statements in the Work asserted as facts are true or based upon reasonable research for accuracy;

(g) the Work is not **to the best of the Author's knowledge** obscene and contains no matter the publication or sale whereof otherwise violates any federal or state statute or regulation

thereunder, nor is it in any other manner unlawful, and nothing contained in the Work (if followed accurately) shall be injurious to the health of the user;

(h) the Work will be the Author's next **full-length** work (written under the Author's name or otherwise), and that Author will not **without the written approval of the Publisher** publish or authorize publication of any other full-length work of which the Author is an author or co-author until six months after publication of the Work, **provided the Work is published within 12 months after acceptance of the manuscript therefor. If this Agreement is terminated pursuant to the provisions of Paragraph 13(d), then the provisions of this paragraph will terminate as well. Notwithstanding the foregoing, this provision shall not be deemed to prohibit the exercise of publishing rights related to any television series or motion picture for which Author serves as an Executive Producer or Producer, by the copyright owner of such television series or motion picture.**

Each of the foregoing warranties and representations shall survive the termination of this Agreement. **The Author's warranties and indemnity hereunder do not extend to (i) illustrations, photographs, designs or similar materials not supplied by the Author that may be added by the Publisher to any edition of the Work; or (ii) to such materials or to text not supplied by the Author and dissimilar in substance from the content of the Work that either may be added by Publisher to the cover of any edition of the Work or used by Publisher in connection with any advertising or promotion of the Work. With respect to such materials or text described above, Publisher will indemnify, defend, and hold harmless, the Author against such claims and such indemnity and the provisions of Paragraph 25 shall survive the termination of this Agreement.**

Each of the foregoing warranties and representations is true on the date of the execution of this Agreement to the extent that the Work has been completed, and shall be true on the date of publication of the Work, and at all intervening times. The Publisher may rely on the truth of said warranties and representations in dealings with any third party in connection with the exercise or disposition of any rights in the Work. The Publisher shall be under no obligation to make an independent investigation to determine whether the foregoing warranties and representations are true and correct; and any independent investigation by or for the Publisher, **which shall be at Publisher's sole cost and expense**, or its failure to investigate, shall not constitute a defense to the Author in any action based upon a breach of any of the foregoing warranties, **provided that if the Publisher does make any such investigation, it will promptly share with Author all information obtained.**

Indemnity

25. (a) The Author shall indemnify and hold the Publisher harmless against any loss, liability, damage, cost or expense **actually incurred** (including reasonable **outside** attorneys' fees **actually paid by Publisher in consequence thereof**) arising out of or for the purpose of avoiding any **third-party** suit, proceeding, claim or demand or the settlement thereof, which may be brought or made against the Publisher by reason of **any material breach or material alleged breach of the Author's warranties and representations made to the Publisher in Paragraph 24. The**

Publisher shall have the right, subject to the prior written approval of the Author, such approval not unreasonably to be withheld, to settle such suit, proceeding, claim or demand on such terms as it deems advisable. If within such time as the situation may allow, the Publisher shall request the Author to consent to the proposed settlement and the Author shall neglect or decline to do so, the Author shall upon written notice by the Publisher immediately undertake to continue the defense at Author's sole expense and shall provide the Publisher with security in the form of a surety company bond in the amount as shall under all the circumstances be in the Publisher's reasonable opinion adequate. In the event the Author fails to so assume the defense, and to furnish such bond, the Publisher shall have the right to settle such matter upon terms Publisher thinks advisable (in its good faith reasonable discretion) or in its discretion to continue the defense thereof, and the Author's indemnity shall be applicable in either such event, provided, however, that nothing contained herein shall inhibit the Publisher from settling any such suit, proceeding, claim or demand against it at its own cost and expense, provided no such settlement shall damage or adversely affect the Author's reputation or rights in the Work. The Publisher shall make reasonable efforts to keep the Author apprised of any significant developments in any suit, proceeding, claim or demand involving the Work. The Author shall have the right to retain Author's own counsel in Author's own interest at Author's own expense, and Author's counsel, if any, will be consulted in connection with any defense or settlement. If the Author does not consent to the proposed settlement and undertakes to continue the defense of such action, and the action results in a final judgment (or is settled) in favor of the Author, Publisher shall not participate in any money damages.

(b) Prompt notice of any suit, proceeding, claim or demand brought or made against the Publisher or Author shall be given to the Author or Publisher respectively.

(c) Whenever any suit, claim or demand as to which Author's indemnity applies is instituted, the Publisher **which if sustained would constitute a breach of Author's warranties and representations, and subject to the provisions of subparagraphs (a) and (f) of this Paragraph 25,** may withhold payments due to the Author under this Agreement and apply the payments so withheld to Author's indemnity obligations hereunder. **Any monies withheld hereunder shall be reasonably related to the size of the claim, the likelihood of success, the probable damage award and the anticipated expenses of the defense (including reasonable outside attorneys' fees).** Notwithstanding anything herein to the contrary, in the event the Publisher shall have been notified of a claim or demand, if said claim or demand shall not result in a suit or proceeding within one year after notice to the Publisher, or within thirty (30) days of discontinuance of such claim or demand, whichever is earlier, Publisher shall immediately release all funds withheld and shall not continue to withhold funds, except that Publisher may again commence withholding funds should a suit or proceeding be commenced after any release of withheld funds. Any sums withheld hereunder shall accrue interest at a reasonable, market-based rate determined by the Publisher taking in account prevailing interest rates during the withholding, and if the sums so withheld are paid to the Author, the Author will be entitled to the interest earned on the portion of the sums paid to the Author. In lieu of the Publisher's withholding sums hereunder, the Author may at Author's option furnish the Publisher with security in the form of a surety company bond in

an amount as shall under the circumstances be adequate as agreed upon by the Author and the Publisher.

(d) Author shall be insured under any Publisher's liability policy (which, if any, shall be maintained at Publisher's sole expense) which covers claims for libel and other forms of defamation, invasion of privacy or publicity and infringement of copyright or trademark arising from publication of the Work, to the extent such policy is valid and collectible. The Publisher shall look first to the proceeds of any insurance available to it prior to invoking the Author's indemnity obligations hereunder. In connection with such coverage, with respect to all judgments, settlements and costs of defense, including **reasonable, outside** attorneys' fees and other costs of claims covered by the policy, the Publisher and the Author shall share equally all costs not paid by the insurance company, provided however that Author's share of such costs will not exceed Author's total earnings with respect to the Work. For purposes of this Paragraph, "Author's total earnings" shall mean all advances paid or payable to the Author with respect to the Work plus all further sums earned by Author from Publisher's sales and licenses of the Work. Publisher shall retain counsel to represent Publisher and Author in any proceeding brought with respect to all such claims and shall control the defense of such claims if Publisher or its insurer is paying the fees and costs for such defense in accordance with the provisions of this Paragraph 25(d), and Author shall cooperate fully with Publisher and said counsel in such defense. Publisher shall meaningfully consult with the Author on the counsel to be retained, but final decision shall rest with the Publisher. Notwithstanding the foregoing, Author shall be solely responsible for the cost of counsel separately retained by the Author for any reason and for judgments, settlements **approved by the Author in accordance with the provisions of subparagraph (a) above** and costs of defense, including all **reasonable, outside** attorneys' fees, attributable to a willful or reckless breach of this Agreement by Author, and for all costs not paid by the insurance company in any claim involving a finding of any copyright infringement or in the settlement of such a claim **approved by the Author in accordance with the provisions of subparagraph (a) above** which Publisher in its good faith judgment determines is necessary to avoid such a finding. Nothing herein shall limit the Author's liability with respect to claims which are not covered by insurance or with respect to costs which exceed the limits of the insurance policy.

(e) If any suit, claim or demand is brought or made as to which Author's indemnity applies which is not covered by Publisher's liability policy, the Publisher may elect (i) to undertake the defense thereof, or (ii) to notify the Author to undertake the defense. If the Publisher does so notify the Author, the Author shall undertake such defense; and in such cases the Publisher may, at its option, join in the defense. In all the foregoing events the cost and expense of any defense shall be borne by the Author **unless the Author has, pursuant to notice from the Publisher, undertaken the defense and the Publisher elects to join in the defense, in which case the Publisher shall be responsible for the cost of its own counsel.**

(f) **The Author's indemnity does not apply to any material furnished by the Publisher or in connection with material inserted in the Work by the Author at the request of the Publisher after the Author has informed Publisher that Author objects to same but will nonetheless honor Publisher's request, or matters arising from Publisher's activities in marketing the Work (herein collectively "Publisher Responsibilities"). The Publisher shall indemnify against and hold the Author harmless against any claim and all loss, liability,**

damage, cost and any expense (including reasonable attorneys' fees) in consequence thereof, asserted in connection with (i) Publisher Responsibilities; (ii) other material furnished by the Publisher or Publisher's production, publication, exploitation, and distribution, license, sale, advertising, promotion and/or publicizing of the Work, (in any and all editions, formats and languages), except to the extent that subject to indemnification by the Author pursuant to the provisions of Paragraph 25(a), and (iii) claims in connection with any material inserted (such as advertising and jacket material) or changed in any of the Publisher's editions of the Work by or at the direction of the Publisher without the Author's prior written approval; or (iv) involving solely controversies arising out of or based on commercial transactions between Publisher and its customers or other third parties or arising out of a breach by Publisher of this Agreement.

Revised Editions

26. Deleted.

Tie-In Editions

27. To the extent such rights are available, Author shall use reasonable commercial efforts to obtain for Publisher the right to publish tie-in editions (i.e., an edition of the Work containing the original text (or a condensed, abridged or adapted version of the original text), along with new cover or jacket art for such edition containing the title, artwork, photographs and/or other non-script material related to any such motion picture, television and other dramatic version of the Work) in connection with any motion picture, television or other dramatic versions of the Work, and to use the title, artwork, photographs, and other material related to any such version and appropriate identification and credits therefrom in Publisher's editions of the Work, provided that the foregoing shall not in any way limit Author's right or ability to contract with a third party studio or production company that is affiliated with a publisher other than Publisher. Failure by the Author to secure such tie-in rights for the Publisher shall not be deemed a breach of this Agreement. For the avoidance of doubt, the cost of acquiring rights to the supplementary material(s) for Publisher's tie-in editions shall be at Publisher's sole expense.

Care of Property

28. Except in the case of Publisher's negligence, Publisher shall not be responsible for loss or damage to any property of Author in Publisher's possession or that of its independent contractors or to anyone to whom delivery is made with Author's consent. Author shall retain copies of any such property and, in the case of photographs, the negative for each photograph furnished.

Breach by Publisher

29. (a) Except as otherwise specifically provided in this Agreement, if the Publisher shall commit a material breach of this Agreement **(including but not limited to failure to make payments and render statements in accordance with the provisions of this Agreement)** and shall fail to remedy the breach within 30 days after receiving a written notice from the Author, or 20 days for failure to make payments as required herein, requesting the Publisher to remedy such breach, the Author may, **without limitation of Author's remedies**, by a notice in writing (a) revoke the Publisher's right to publish the Work, if it has not been published at such time; (b) require the Publisher to cease further publication of the Work, if it has been published at such time, but in such event the Publisher shall be permitted to sell all copies of those editions of the Work which have already been printed or are in the process of being printed **for a period of one year after termination and subject to payment to the Author of applicable royalties and the Publisher's continuing obligation to account to Author as set forth in Paragraph 9 above;** and (c) revoke the grant to the Publisher of such of the subsidiary rights as the Publisher has not already exercised or disposed of and Publisher's right to share in the proceeds of disposition of such rights; and (d) require that Publisher immediately withdraw all electronic editions and digital download audio editions of the Work from any further sale or distribution. In such event, the Author shall have the right to purchase any available plates or film of the Work at cost, and/or remaining copies or sheets of the Work already printed at the Publisher's manufacturing cost. If the Author does not purchase such plates, film, copies or sheets within thirty days after receipt of written notice that Publisher intends to dispose of same, the Publisher may dispose of them at any price and retain the proceeds of such sale **subject to the payment of royalties as provided herein.** The Publisher is under no obligation to retain any such plates, film, copies or sheets. Any right of the Author pursuant to Paragraph 10 shall survive such termination.

(b) If the Publisher is finally adjudicated a bankrupt, or if a receiver is appointed, or if an assignment is made for the benefit of creditors, then this Agreement shall automatically terminate and all rights automatically revert to the Author, provided that the Publisher (including any successor-in-interest) shall be required to continue to pay all royalties accruing to Author hereunder. If such termination is not valid under the law then the Author may repurchase Author's rights in the Literary Work at the then fair market value.

Free Copies for Author, Purchases by Author

30. (a) The Publisher shall present the Author with **50** free copies of each edition of the Work published by the Publisher or its affiliates, and shall present the Author's agent with **twenty free copies of each edition of the Work published by the Publisher or its affiliates**, upon publication, except as provided in (b) below. The Author shall have the right to purchase additional copies for Author's own use, and not for resale, at a 50% discount from the catalog retail price. **Publisher shall use all reasonable efforts to obtain for the Author five (5) free copies of any editions of the Work licensed by the Publisher.**

(b) The Publisher will at Author's request present the Author with two free copies of the Work produced by means of print-on-demand technology, and will at Author's request present the Author with one free copy of the e-book edition of the Work.

(c) The Author shall have the right to purchase copies of the Work from the Publisher, subject to availability of stock thereof, for resale or other distribution outside the Publisher's regular trade channels. The Publisher shall sell such copies at the following discounts from the suggested catalog retail price, F.O.B. Publisher's warehouse plus applicable sales tax: 1-999 copies per order, 50% off; and 1,000 copies or more per order, 55% off, or at such other discount as the Author may agree upon with the Publisher's Special Sales Department. Payment for all such purchases shall be made as follows:

50% on or about the time of confirmation of the order, upon notice to the Author from the Publisher that such payment is due; and

50% sixty days after delivery of the first shipment of books to the Author, provided the Author supplies the Publisher with satisfactory references to establish credit to carry said balance. In the event Author is unable to provide such satisfactory references, then said balance shall be paid in full prior to shipment of books to the Author.

All copies purchased by the Author hereunder are solely for the Author's personal and promotional use or for re-sale or other distribution at the Author's public engagements and other similar activities outside regular trade book channels. In any event, the Author may not sell copies of the Work purchased at such discounts to any account serviced by the Publisher or any of its distributors or which materially competes with any such account or distributor. All copies purchased by the Author hereunder are non-returnable, and no royalty shall be paid to the Author on copies purchased at discounts of greater than 50% off.

If the Author wishes to purchase copies of the Work for resale on Author's web site(s), Publisher will sell such copies to the Author on the same terms as it sells to its specialty retail accounts, and royalties shall be paid to the Author on such sales at the applicable rates set forth in Paragraph 6.

Publisher's Trademarks

31. Nothing in this Agreement (including but not limited to the rights of Author to purchase books and plates on termination) shall give Author any right in or to any trademark, trade name, logo, imprint or other identification now or hereafter used by Publisher, nor shall Author use any such identification during the term of this Agreement or thereafter (other than in a lawful "fair use" manner), except that Author may dispose of copies of the Work purchased hereunder notwithstanding that such identification may appear thereon when purchased. **Author's use of the title or the Work in connection with any reserved or reverted rights or otherwise shall not be deemed a breach of the foregoing. Publisher shall claim no trademark or other rights in the title to the Work, other than the right to use the title in connection with the Work.**

Third Party Copyright Infringement

32. If during the existence of this Agreement the copyright, or any other right **granted to Publisher hereunder** in respect to the Work, is infringed upon or violated, the Publisher **shall give the Author written notice and** may, at its own cost and expense, take such legal action, in the Author's name if necessary **but only with Author's prior written consent**, as may be required to restrain such infringement and to seek damages therefor. Author shall have the right to join any such action with counsel of Author's own choosing and at Author's sole cost and expense. The Publisher shall not be liable to the Author for the Publisher's failure to take such legal steps. If the Publisher does not bring such an action, the Author may do so in Author's own name and at Author's own cost and expense. **If the Publisher alone brings such an action, or if the Publisher and Author jointly bring such an action, money damages recovered for an infringement shall be applied first toward the repayment of the actual, direct, out of pocket expenses of bringing and maintaining the action, and thereafter the balance shall be divided equally between the Author and Publisher. If the Author alone brings such action, money damages recovered for an infringement shall belong to the Author, except that the Author shall reimburse the Publisher for any expense it may incur in connection with such action and thereafter the balance shall belong to the Author. The Publisher shall make no settlement without the Author's prior written approval, such approval not to be unreasonably withheld.**

Execution of Documents

33. Each party hereto shall, upon request of the other, execute such documents **consistent herewith** as may be reasonably necessary to confirm the rights of the other party in respect of the Work or to carry out the intention of this Agreement. **Publisher shall, on Author's request, promptly execute a "quitclaim" or "publisher's release" in connection with any disposition by the Author of any dramatic or other reserved rights in the Work.**

VII. Definitions

Definitions

34. As used in this Agreement:

(a) (i) "Electronic text rights" shall mean the exclusive right to publish, and to authorize others to publish, the **non-dramatic, linear verbatim** text of the Work (including any photographs and illustrations in the Work) in whole or **(subject to the Author's prior, written approval, which shall not be unreasonably withheld or delayed)** in part, in visual form for reading, by any electronic, electromagnetic or other means of storage, retrieval, distribution or transmission now known or hereafter devised, but excluding any other text rights provided for herein (an "electronic edition"). In the exercise of the electronic text rights, the Publisher shall not

add any textual, visual or other material to the Work, delete any material from or otherwise edit the Work, or couple any electronic edition of the Work with other works without the prior written approval of the Author, such approval not unreasonably to be withheld or delayed. Any license of electronic text rights in the Work shall provide that any additions to, deletions from, or other editing of the text of the Work by the licensee, and the coupling of any electronic edition of the Work with other works, shall be subject to the prior written approval of the Author, such approval not unreasonably to be withheld or delayed.

(ii) “Electronic adaptation/multimedia rights” shall mean the exclusive right to adapt and publish, and to authorize others to adapt and publish, the Work or any portion thereof for one or more “electronic versions” **in any media now known or hereafter developed**. As used herein, an “electronic version” shall mean an adaptation of the Work incorporating elements from sources other than the text of the Work including without limitation still photographs and illustrations, video footage, sound and other text, for publication by any electronic, electromagnetic or other means of storage, retrieval, distribution or transmission now known or hereafter devised, but excluding electronic text rights, audio rights, motion picture rights and television rights. **Electronic adaptation/multimedia rights are reserved to the Author. If the Author or a licensee of the Author wishes to use more than 20% of the text of the Work in an electronic version, the Publisher shall promptly authorize such use on reasonable terms and conditions, provided in the Publisher’s reasonable judgment such text is not the predominant feature of such electronic version.**

(b) “audio rights” shall mean the exclusive right to use or adapt, and to authorize others to use or adapt, the Work or any portion thereof as the basis for one or more **un-enhanced** non-dramatic (**making use of not more than two voices**), **verbatim** audio recordings through any method of recording or transmission now known or hereafter devised, including, without limitation, copying or recording by phonographic, magnetic, laser, electronic or any other means and whether on phonograph records, audio cassettes, audio discs or any other human or machine-readable medium and the broadcast or transmission thereof, but excluding all uses encompassed in motion picture, dramatic, television, radio and allied rights. **If Publisher exercises the audio rights in the Work, Author shall have prior written approval with respect to the abridged audio script (if any), and Author shall be offered the first opportunity to be the reader for the audio edition (such performance by Author to be at a mutually agreed time and place) and in the event the Author is the reader for the audio edition the Publisher shall pay Author a non-recoupable reading fee in the amount of \$5,000 for such services. If the Author is not the reader, Author shall have prior written approval on the selection of the reader for Publisher’s audio edition of the Work, not to be unreasonably withheld or delayed.**

(c) a “sale,” “disposition” or “grant” of rights shall include an assignment, transfer or license of the rights referred to or of any interest or option relating to such rights.

(d) “special discount sales” shall mean sales made in the United States outside regular trade channels or direct-to-the-consumer through Publisher’s own websites at a discount of more than 50% from the catalog retail price, except that for audio editions of the Work “special discount sales” shall mean sales at a discount of more than 55% from the catalog retail price. **Sales to Publisher’s wholesale or retail customers (including, without limitation, warehouse clubs,**

supermarkets and online booksellers) for resale through regular trade channels will not be deemed special discount sales, regardless of the discount. The Author will have the right to approve in advance, in writing any product or service in connection with premium sales by the Publisher, such approval not unreasonably to be withheld or delayed. With respect to special discount sales to organizations, Publisher may with the Author's prior written approval imprint the trade name, trademark, logo, imprint and/or other identification of such organization on such copies in addition to or in lieu of Publisher's trade name, trademark, logo, imprint and/or other identification;

(e) "remainder-in-place sales" shall mean sales made in the United States in regular trade channels at regular trade discounts, for which a 50% credit to the bookseller is subsequently given by Publisher;

(f) "net amount actually received" shall mean Publisher's gross receipts (including but not limited to sums credited to the Publisher) less distribution fees, sales commissions, and actual returns. There shall be no reductions in royalties or "amount received" because of non-payment by customers.

VIII. Miscellaneous Provisions

Assignment

35. This Agreement shall be binding upon and inure to the benefit of the **successors and assigns** of the Author, and upon and to the successors and assigns of the Publisher. The Author shall not assign this Agreement without the prior written consent of the Publisher, except that Author may assign sums due and payable to the Author hereunder, provided that such assignment shall not be binding upon Publisher unless and until Publisher shall have given written acknowledgement of its receipt thereof, **which shall not be unreasonably withheld or delayed**, and such assignment shall not in any event affect Publisher's rights or Author's obligations hereunder. **The Publisher shall not assign this Agreement without the prior written consent of the Author, except that Publisher may assign this Agreement without the Author's consent to a parent, subsidiary or affiliated company, or to a purchaser of all or substantially all of its assets, or in a reorganization and shall notify Author of such assignment in writing.** Any purported assignment by Author or Publisher in violation of this provision shall be void.

Effectiveness

36. This Agreement shall be binding upon the Publisher and Author only when it has been signed by the Author and by an authorized officer of the Publisher.

Jurisdiction

37. Exclusive jurisdiction for the determination of any dispute solely between or among parties to this Agreement is hereby vested in the federal and state courts sitting in New York County, New York, to which each party irrevocably submits. In addition to service of process by any other means provided at the time by law, each party consents to service of process on him, her or it, as the case may be, by certified mail, first class postage prepaid, return receipt requested, or by overnight courier service provided a signed receipt is obtained, in each case addressed to that party's actual residence or place of business. The refusal to accept process so served, including the failure to claim certified mail in the custody of the Postal Service, shall not invalidate such service if a separate copy of the process is sent by first class mail, postage paid, to the same address.

Notices

38. All notices to be given hereunder by either party shall be in writing and shall be sent to the other party at the respective addresses as they are given on page 1 of this Agreement, unless said addresses are changed by either party by a notice in writing to the other party. All notices shall be sent by registered or certified mail or other form of receipted or acknowledged delivery including a fax transmission acknowledged as received by the party to which it is sent. Notices to the Publisher shall be sent to both the President and General Counsel of Publisher.

Applicable Law

39. THIS AGREEMENT AND ITS INTERPRETATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND ENTIRELY TO BE PERFORMED THEREIN, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT STATE OR COUNTRY.

Waivers

40. No waiver **by either party** 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 this Agreement or of any part thereof, nor shall publication or continued publication or payment by the Publisher **or acceptance of payment by the Author** following notice or claim of facts which, if true, would constitute a breach of warranty, representation or agreement of the **Author**, constitute or imply any waiver **either party** of any defenses, rights or remedies of the **other party**. No failure by either party to assert any right under this Agreement shall preclude any later assertion of such right.

Validity and Enforceability

41. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions hereof, and any such invalid or unenforceable provision shall be deemed to be severable.

Singular Shall Include Plural

42. Wherever required by the context in this Agreement, the singular shall include the plural, and the term “Author” shall include the “Authors” if there are more than one.

Entire Agreement

43. This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof, and may not be modified except by an instrument in writing signed by the party to be charged.

Captions

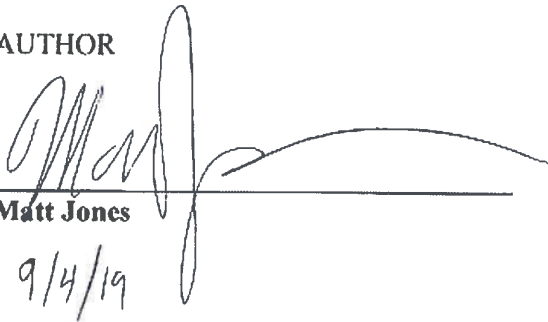
44. Captions are for convenience only, and are not to be deemed part of this Agreement.

Confidentiality

45. Each party acknowledges and agrees that confidentiality is of essential importance. Accordingly, each party agrees that neither will disclose the material terms of this Agreement to the public or the details of the negotiations leading up to this Agreement other than to each party’s agent and representatives. In addition, no announcement, disclosure, or publicity concerning this Agreement will be issued to the public by either party without the prior written approval of the other, which approval may be granted or withheld in the approving party’s discretion. The parties shall, however, mutually agree on a general plan for the announcement of the planned publication of the Work and for the publicity and promotion thereof in traditional manners (such as on Publisher’s Marketplace and in social media generated by each party) at an appropriate time following execution of this Agreement (or prior to execution of this Agreement if mutually agreed by each party). A party’s good faith announcement, publicity or promotion of the Work that is in keeping with such plan shall not be deemed a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

AUTHOR



Matt Jones
9/4/19

SIMON & SCHUSTER, INC.

By  _____




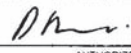
Editor: Karp and Deol

Attachment 3

[Print](#)

Check/Serial#:

Amount: 30,000.00

THIS CHECK IS VOID WITHOUT A BLUE AND GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW			
	SIMON & SCHUSTER, INC. 1639 Route 10 East, Suite 200 Parsippany, NJ 07054 USA	JPMorgan Chase Bank, N.A. Syracuse, New York	50-937 213
PAY Thirty Thousand And No/100 Dollars		MO DAY YR 10 08 19	Check Number 6395560
To The Order Of JONES, MATTHEW H C/O CAA 405 LEXINGTON AVENUE 19TH FLOOR NEW YORK, NY 10174		<div>\$*****30,000.00</div> <p>TWO SIGNATURES REQUIRED IF OVER \$100,000.00</p> <p> AUTHORIZED SIGNATURE BORDER CONTAINS MICROPRINTING</p>	
<div>For Deposit Only City National Bank 122016066 Client Trust Account 101-797-791</div>			

deposited/cashed 10/21/19