

agreement

Author & Publisher Publishing and Distribution Agreement

Effective Date: the date on which the Seller accepts this Agreement electronically

This Author and Publisher Publishing and Distribution Agreement ("Agreement") is entered into and made effective as of the date on which the Seller accepts it electronically ("Effective Date") by and between:

ParibhaAsha HeritEdge Lab Private Limited, a company incorporated under the laws of India, having its website at www.paribhaasha.com, and operating a digital marketplace for e-books and related digital content, acting as publisher, distributor, and marketplace operator in relation to Assisted Titles, and as marketplace operator in relation to Titles supplied in finished form, and not as the owner of the Titles listed by authors, publishers, or rights holders, hereinafter referred to as "ParibhaAsha";

and

the person or entity who registers, uploads, lists, offers, licenses, or sells any e-book through the marketplace, whether such person or entity is an author, publisher, rights holder, licensee, or authorized representative thereof, hereinafter referred to as the "Seller" (which expression shall, unless repugnant to the context, include its heirs, successors, legal representatives, permitted assigns, administrators, and substitutes).

ParibhaAsha and the Seller are hereinafter individually referred to as a "Party" and collectively as the "Parties".

This Agreement shall be read together with, and is in addition to, the Terms and Conditions, E-book Licensing Policy, Refund, Cancellation & Return Policy, Privacy Policy, and any other policy notified by ParibhaAsha from time to time, each of which shall form an integral part of the contractual arrangement between the Parties.

In the event of any inconsistency between this Agreement and the applicable policies, Clause 15.8 determines which prevails.

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings assigned below:

- "Applicable Law" means all applicable statutes, rules, regulations, notifications, circulars, directions, orders, judgments, and industry requirements in force in India, including the Consumer Protection Act, 2019, the Consumer Protection (E-Commerce) Rules, 2020, the Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023, the Copyright Act, 1957, the Goods and Services Tax laws, and the Income-tax Act, 1961, as amended from time to time.
- "Assisted Publishing Services" means the production, technology, and platform services listed in Schedule A.
- "Assisted Title" means a Title for which ParibhaAsha provides any Assisted Publishing Services.

- “E-book” means a digital literary or publication work made available electronically through the Marketplace.
- “Individual Author” means a Seller who is a natural person listing their own work.
- “Marketplace” means the online marketplace operated by ParibhaAsha through its website and/or any application, interface, or digital channel notified by ParibhaAsha from time to time.
- “Onboarding Fee” means the one-time verification fee stated in Schedule B.
- “Publisher” means a Seller that is a publisher, imprint, or organisation listing a catalogue of works.
- “Royalty” means the share of the Selling Price payable to the Seller, being 40% where the Seller is an Individual Author and 50% where the Seller is a Publisher.
- “Seller” shall include the Author, Publisher, Rights Holder, or any duly authorised person listing the E-book.
- “Selling Price” means the price actually paid by the buyer for a Title, excluding GST.
- “Technology” means the proprietary reader, delivery, protection, and related systems of ParibhaAsha, being a protected reading experience built in-house for regional-language literature, with a private delivery system that keeps each title with its paying readers, and reading tools made for the way people read regional-language books.
- “Term” means the period for which a Title remains listed under Clause 7.
- “Territory” means the territory or territories in which the Seller is authorised to make the E-book available for sale through the Marketplace.
- “Title” means any E-book listed for sale through the Marketplace.

1.2 Headings are for convenience only and shall not affect interpretation.

1.3 Words importing the singular include the plural and vice versa, and words importing gender include all genders, as the context may require.

2. Scope of Agreement

2.1 This Agreement governs the listing, offer, sale, distribution, and withdrawal of Titles by Sellers through the Marketplace, and the Assisted Publishing Services ParibhaAsha provides for Assisted Titles.

2.2 This Agreement applies exclusively to commercial marketplace listings of E-books and does not apply to unpaid editorial submissions, contributor content, or other non-commercial submissions governed separately under Section 9 of the Terms and Conditions or any other applicable policy.

2.3 By listing any Title, the Seller acknowledges that it has read, understood, and agreed to be bound by this Agreement and the policies incorporated herein by reference.

2A.1 The Seller grants ParibhaAsha an exclusive licence, for the Term and in the Territory, to store, host, format, encrypt, display, promote, excerpt for preview, and deliver each Title in digital form through the Marketplace. During the Term the Seller shall not itself offer, sell, or license the digital form of the Title through any other e-book platform, app, or digital channel. The exclusivity applies to digital distribution only: the Seller keeps its print rights and every other right not granted here.

2A.2 Copyright in each Title remains with the Seller. The Seller keeps the ISBN assigned to the Title.

2A.3 ParibhaAsha owns the typeset files, layouts, and Technology it creates. After termination or withdrawal, ParibhaAsha grants the Seller a licence to use the final cover and interior design for the Title in any edition of the Title, subject to ParibhaAsha's third-party licences for fonts and images.

3. Seller Representations, Warranties and Undertakings

3.1 The Seller represents, warrants, and undertakes that:

- (a) it is the lawful owner of, or is duly licensed to exercise, all rights, title, interest, consents, permissions, and authorisations necessary to offer, distribute, license, market, and sell the Title through the Marketplace in the applicable Territory and in the applicable formats;
- (b) the Title, including its text, cover, illustrations, metadata, descriptions, excerpts, and all associated materials, does not and will not infringe or violate any copyright, trademark, moral right, publicity right, privacy right, design right, or any other right of any third party;
- (c) the Title does not contain any unlawful, defamatory, obscene, infringing, misleading, harmful, or otherwise prohibited content;
- (d) all onboarding information and listing information furnished to ParibhaAsha is true, correct, complete, and current in all respects;
- (e) it shall promptly notify ParibhaAsha of any change in rights status, ownership, licensing chain, tax information, grievance details, payout details, or any other material information furnished to ParibhaAsha;
- (f) it has obtained all necessary consents, permissions, releases, and clearances required for the sale and distribution of the Title through the Marketplace; and
- (g) it shall comply at all times with Applicable Law and the policies of ParibhaAsha.

3.2 The Seller acknowledges that ParibhaAsha is entitled to rely on the above representations, warranties, and undertakings for all purposes relating to listing, publishing, distribution, payment, tax compliance, and consumer disclosures.

3.3 ParibhaAsha answers for errors introduced by its own proofreading, typesetting, and design, and for fonts, images, and software it supplies.

4. Indemnity

4.1 The Seller shall indemnify, defend, and hold harmless ParibhaAsha, its directors, officers, employees, agents, affiliates, representatives, and service providers from and against any and all claims, demands, suits, proceedings, notices, actions, liabilities, losses, damages, penalties, interest, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

- (a) any breach of this Agreement, including any representation, warranty, or undertaking hereunder;
- (b) any actual or alleged infringement, misappropriation, or violation of any third-party right in relation to the Title or associated materials;
- (c) any false, incomplete, inaccurate, or misleading information provided by the Seller;
- (d) any violation of Applicable Law by the Seller; or
- (e) any negligent, fraudulent, wilful, or unlawful act or omission of the Seller.

4.2 The Seller's indemnity obligations shall survive termination, suspension, withdrawal, or expiry of this Agreement and the listing of any Title.

4.3 The Seller's indemnity under Clause 4.1 is capped at the Royalty paid or payable to the Seller in the preceding twelve (12) months, except in the case of fraud and wilful infringement.

4.4 ParibhaAsha gives the Seller a matching indemnity, on the same terms and subject to the same cap, for errors introduced by ParibhaAsha's production work and for claims that the Technology infringes a third party's rights.

5. Onboarding Fee, Royalty, and Payouts

5.1 The Seller pays the Onboarding Fee, with GST, before production begins. The fee is non-creditable and is not adjusted against Royalty.

5.2 ParibhaAsha refunds the Onboarding Fee, with its GST, in full if it declines the application after review under Clause 9.

5.3 ParibhaAsha pays the Seller the Royalty on the Selling Price of each Title sold.

5.4 ParibhaAsha bears payment gateway, storage, hosting, delivery, and Technology costs, and makes no deduction for them from the Royalty.

5.5 ParibhaAsha deducts from the Royalty only refunds and reversals of the sale concerned and tax deducted at source as required by Applicable Law.

5.6 ParibhaAsha pays the Royalty every 30 days, subject to a minimum payout of ₹10,000. A payable balance below the minimum carries forward to the next payout. ParibhaAsha issues a statement for each Title showing sales, refunds, Royalty, and deductions.

5.7 The Seller may audit sales records for a period on 30 days' written notice, once in any twelve (12) months.

5.8 ParibhaAsha may set off amounts only for fraud, chargebacks, and undisputed sums, and gives the Seller written reasons.

6. Pricing and Promotional Activity

6.1 The Seller sets the list price of each Title within the range notified by ParibhaAsha from time to time.

6.2 Royalty applies to the Selling Price actually paid. For a discount the Seller has approved, Royalty applies to the discounted price.

6.3 ParibhaAsha may, in accordance with Applicable Law and where required with the Seller's consent, run promotional campaigns, discounts, offers, bundles, coupons, or platform-wide sales involving Titles. For a discount that ParibhaAsha funds, Royalty applies to the discounted price, unless the promotional terms communicated to the Seller state otherwise.

7. Listing Term, Suspension, Withdrawal, and Post-Sale Access

7.1 Each Title stays listed, exclusively, for a minimum term of 3 years where the Seller is an Individual Author and 5 years where the Seller is a Publisher, from its go-live date, and thereafter until withdrawn, suspended, or terminated in accordance with this Agreement.

7.2 After the minimum term, the Seller may withdraw a Title on 60 days' written notice. Early withdrawal within the minimum term carries a production cost recovery charge equal to 50% of the production cost of the Title.

7.3 Upon withdrawal of a Title, any customer who has validly purchased the E-book shall retain access to such E-book on the same terms as applicable immediately prior to withdrawal, subject to the continuity-of-access framework set out in the E-book Licensing Policy.

7.4 Withdrawal, suspension, or termination of listing shall not affect completed sales, accrued payment obligations, or accrued rights and liabilities arising prior to the effective date of withdrawal, suspension, or termination.

8. Technology, DRM, Formats, Metadata, and Content Delivery

8.1 DRM settings, file formats, delivery methods, and content availability options for each Title shall be governed by the E-book Licensing Policy and the technical options made available by ParibhaAsha from time to time.

8.2 The Seller shall provide accurate metadata, including title, author name, publisher name, language, description, category, keywords, ISBN or equivalent identifier, rights information, and such other information as may be required by ParibhaAsha for publication and consumer disclosure.

8.3 ParibhaAsha may make reasonable changes to platform specifications, technical standards, file requirements, or DRM systems for compliance, security, compatibility, or operational purposes.

8.4 All rights in the Technology, its interfaces, protection methods, and documentation remain with ParibhaAsha. The Seller receives no licence to the Technology.

8.5 The Seller shall keep the non-public details of the Technology confidential and shall not reverse engineer, copy, or interfere with it.

8A. Assisted Publishing Services

8A.1 ParibhaAsha performs the services in Schedule A to the standards stated there, within 30 to 45 days of receiving complete files.

8A.2 The Seller reviews and approves the final proofs and cover, with up to 2 revision rounds included. A proof left without comment for 7 days after notice is deemed approved.

9. Editorial Curation and Marketplace Discretion

9.1 ParibhaAsha reserves the right, in its sole discretion, to accept, reject, suspend, delist, restrict, or remove any Title or Seller account based on quality standards, cultural or heritage relevance, legal compliance, consumer interest, risk assessment, technical considerations, or editorial policy.

9.2 Acceptance of a listing shall not constitute any endorsement, certification, warranty, or approval by ParibhaAsha of the content, legality, quality, accuracy, or suitability of the Title, except to the extent expressly stated on the listing page.

9.3 ParibhaAsha shall not be obligated to continue displaying or offering any Title merely because it was previously accepted.

9.4 ParibhaAsha reviews each application, including the Seller's identity, rights, and KYC documents, before production begins, and may decline an application after review. Clause 5.2 applies to a declined application.

10. Seller Disclosure and Consumer Compliance

10.1 The public listing displays the Seller's name and imprint or author profile. Grievances relating to a Title are received by ParibhaAsha's designated Grievance Officer, who involves the Seller where necessary.

10.2 No other onboarding information, including PAN, bank account details, UPI details, or other KYC documentation, shall be publicly displayed, except to the extent required by Applicable Law.

10.3 The Seller shall ensure that the grievance contact information provided to ParibhaAsha remains valid, monitored, and responsive during the currency of this Agreement.

11. Taxation, Withholding, and GST Compliance

11.1 The Seller confirms that it has furnished its PAN and such other tax-related information as may be required during onboarding and for compliance purposes.

11.2 ParibhaAsha accounts for GST and tax deducted at source in the manner required by Applicable Law and as advised by its chartered accountant, and gives the Seller the certificates and statements the law requires.

11.3 GST is charged on the Onboarding Fee at the applicable rate, in addition to the fee.

11.4 Each Party shall provide such cooperation, declarations, invoices, and other documents as may be reasonably required for tax compliance, withholding, reconciliation, reporting, or audit purposes.

12. Suspension and Termination

12.1 ParibhaAsha may suspend, restrict, delist, or terminate any Title or Seller account, with immediate effect or upon such notice as ParibhaAsha deems appropriate, if the Seller:

- (a) breaches this Agreement;
- (b) breaches any representation, warranty, or undertaking under this Agreement;
- (c) provides inaccurate or misleading information;
- (d) misuses the Marketplace;
- (e) engages in unlawful, fraudulent, abusive, or deceptive conduct;
- (f) infringes third-party rights; or
- (g) causes or is reasonably likely to cause harm to ParibhaAsha, the Marketplace, other sellers, customers, or any system, process, or reputation of ParibhaAsha.

12.2 Termination or suspension under this Clause shall be without prejudice to any rights, remedies, or claims that have accrued prior thereto.

12.3 On termination or withdrawal, the Seller's rights in the Title revert to the Seller, ParibhaAsha hands over the final interior and cover files on payment of any outstanding cost recovery charge, and buyers retain access under the E-book Licensing Policy. Accrued Royalty stays payable.

13. Grievance Redressal

13.1 Grievances relating to the Marketplace that remain unresolved through ordinary customer support may be escalated to the Grievance Officer designated by ParibhaAsha in accordance with the Refund, Cancellation & Return Policy and Applicable Law.

13.2 The Seller shall cooperate in good faith with any grievance, complaint, consumer escalation, or regulatory inquiry relating to its Title.

14. Governing Law and Jurisdiction

14.1 This Agreement shall be governed by and construed in accordance with the laws of India.

14.2 Subject to any mandatory consumer law or statutory forum requirements, the courts at Bhubaneswar, Odisha shall have exclusive jurisdiction over disputes arising out of or in connection with this Agreement.

15. Miscellaneous

15.1 Entire Agreement. This Agreement together with the policies incorporated by reference constitutes the entire understanding between the Parties regarding marketplace listings of E-books.

15.2 Amendment. ParibhaAsha gives 30 days' written notice of any amendment that affects Royalty, fees, or term, and the Seller may withdraw its Titles within that period without the amendment applying to those Titles. ParibhaAsha may otherwise update this Agreement or its policies from time to time, and continued listing or use of the Marketplace shall constitute acceptance of such updated terms, to the extent permitted by Applicable Law.

15.3 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15.4 Waiver. No failure or delay by either Party in exercising any right shall constitute a waiver thereof.

15.5 Assignment. The Seller shall not assign its rights or obligations under this Agreement without the prior written consent of ParibhaAsha, except as may be permitted under Applicable Law.

15.6 Notices. All notices under this Agreement shall be delivered in the manner specified by ParibhaAsha in its policies, onboarding materials, or registered contact details.

15.7 Counterparts and Electronic Acceptance. This Agreement may be accepted electronically and may be executed or recorded in counterparts, each of which shall be deemed an original for legal purposes.

15.8 Precedence. This Agreement prevails over the policies on the commercial relationship between the Parties. The E-book Licensing Policy prevails on the terms of a buyer's licence and access.

15.9 Data Protection. Each Party handles personal data received under this Agreement in accordance with the Digital Personal Data Protection Act, 2023 and ParibhaAsha's Privacy Policy. ParibhaAsha shares only aggregate, de-identified sales and reading data with Sellers.

Schedule A. Assisted Publishing Services

- DTP, proofreading, page setup, and cover design where required.
- ePub conversion, metadata, and ISBN handling.
- Technology-enabled delivery, secure storage, and hosting, with no cap on file size or downloads.
- Perpetual buyer access after withdrawal.
- Public author or publisher page, with the Verified Author or Verified Publisher mark.
- Payment processing, refunds, and reader support.
- Sales statements and dashboard, per Title, with catalogue-level views for Publishers.

Publishers receive production services only for Titles that are not yet production-ready. Individual Authors receive them for each Title.

Schedule B. Commercial Terms

Individual Author: Royalty 40% of the Selling Price. Onboarding Fee ₹4,999 plus GST, covering up to 10 Titles. Authors who register during the launch window pay the First Cohort Rate of ₹2,999 plus GST.

Publisher: Royalty 50% of the Selling Price. Onboarding Fee plus GST by catalogue size: ₹9,999 for up to 25 Titles, ₹16,999 for 26 to 100 Titles, and ₹24,999 above 100 Titles.

Conversion: each Onboarding Fee includes the conversion of a set number of Titles by ParibhaAsha (3 for an Individual Author; 5, 15 or 30 in the first year for a Publisher in the first, second or third tier). Any further Title

that ParibhaAsha converts from print or PDF is charged ₹1,499 per Title plus GST. A Seller may instead supply an ePub file for any Title at no conversion charge.

Moving between routes: a Publisher whose catalogue crosses a tier pays only the difference between the two fees, and an individual Author who moves to the Publisher route is credited the fee already paid against the fee for the Publisher tier.

Onboarding Fee refund: in full, with its GST, if ParibhaAsha declines the application after review.

Early withdrawal: a production cost recovery charge equal to 50% of the production cost of the Title, where a Title is withdrawn before its minimum term ends.

Contact

For questions regarding this Author & Publisher Publishing and Distribution Agreement, contact ParibhaAsha HeritEdge Lab Private Limited.

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