

the above stated foreign rights percentage.

Agent is authorized to receive and agrees to collect all monies due the author under any contract negotiated and concluded by agent pursuant to this agreement. Agent shall deposit such funds in an authors\' account, to be maintained separately from agent\'s other business accounts, and shall, within ten (10) days of receipt of the payment, remit all monies due the author less agent\'s commission to the address set forth in this agreement. Agent also shall send copies of royalty statements, receipts, and pertinent correspondences within ten (10) days of receipt, regardless of whether any monies are due. Upon request, agent shall send copies of any and all correspondence received, no matter how minor. In the event agent must wait more than ten (10) days for checks to clear foreign banks, agent agrees to remit funds to author one day after they clear.

In the event any monies due author are paid directly to author or his assigns, author will promptly remit to agent the commission due, or agent shall otherwise be entitled to deduct it from other monies in author\'s account.

Agent agrees to keep accurate records, accounts, and books. Upon reasonable notice, author or his authorized representative shall have the right to audit and/or examine the records of author at agent\'s office during normal business hours. Should such inspection reveal a discrepancy of five percent (5%) or more in favor of author, agent shall pay out-of-pocket expenses incurred by author for inspection.

4. EMPLOYEES. Agent shall have the right to hire or designate employees, firms, or corporations as she shall deem necessary to fulfill her obligations hereunder; provided, however, there shall be no additional expense to author. Upon request, agent agrees to inform author about the responsibilities of those employees whose work relates to or affects author\'s account.

5. TERMINATION. This contract is terminable by either party, for any reason, and shall terminate immediately upon constructive receipt of written notice. Subsequent to receipt of notice from author, agent shall have thirty (30) days during which to conclude any presently outstanding negotiations for the disposition of rights, and shall provide author with a list thereof; provided, however, that agent may not enter into any new negotiations during this period of time. Unless otherwise agreed in a written addendum signed by both parties, agent shall have no financial or proprietary interest in any contracts or licenses, or associated contractual terms, that are

concluded following the thirty-day grace period.

Any agreements regarding the licensing or sale of rights that are fully negotiated and concluded pursuant to this agreement prior to termination will be subject to this agreement, notwithstanding such termination, and agent will continue to receive commissions from such agreements for as long as they are in effect. Agent\'s rights under this subparagraph refer to financial interests only and, unless otherwise authorized by a written addendum signed by both parties, do not in any way entitle agent to enter into new negotiations.

6. LAW. This agreement shall be governed and construed pursuant to the laws of the state of _____.

7. ASSIGNABILITY. This agreement is effective immediately and continues in effect until terminated by either party as provided in section 5 above. It is not assignable by agent without prior written permission of the author, and shall terminate immediately upon the death of either party.

8. MODIFICATIONS. This agreement sets forth the entire understanding of the parties hereto, and may not be modified except in a written addendum signed by both parties.

[9. ARBITRATION.] Any controversy arising from this agreement or any breach thereof will be resolved by arbitration in (city/state) under the auspices _____ of (association), and in accordance with its rules. Judgment upon any award rendered by the arbitrators will be binding and final and may be entered in any court of competent jurisdiction.

ACCEPTED AND AGREED

author

agent

date

date

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