

## **Welcome to the National Academy of Best-Selling Authors®!**

**Dear Member,**

We are excited to have you on board at National Academy of Best-Selling Authors®. Below is our promise to you and your promise to us. As long as we both hold our sides of the agreement, everyone wins!

As a member of the National Academy of Best-Selling Authors® you have provided us with documentation that you have hit at least one Best Seller category on Barnes & Noble.com and/or Amazon.com. Proof of this must include, screen shot of book listed on Amazon.com and/or Barnes and Noble in the top 100 category showing a time stamp and date. Screenshot must also include ISBN of book. You will then submit your book to the National Academy of Best-Selling Authors® and you will receive a certificate to commemorate your best-seller status.

You agree to indemnify and hold us and our affiliates and assigns harmless from all suits, claims and proceedings which may be taken against you or us as a result of anything you say, your failure to disclose or you misrepresent your proper ownership of or rights to your book.

You agree to allow us to make excerpts from the book viewable on our website or partner websites that have entered into agreements with us, in order to maximize the promotion of the book.

This Agreement is performable in Winter Park, Orange or Seminole County, Florida and payment due is to be paid at our office in Winter Park, Florida. Jurisdiction and venue of any dispute arising hereunder are also performable in Orange or Seminole, County, Florida.

**Non-Disclosure, Non-Compete and Confidentiality:** I acknowledge that National Academy of Best-Selling Authors® LLC and/or affiliates are the owner of certain trade secrets, proprietary and confidential information acquired through the expenditure of time, effort and money relating to the public relations and branding business and specifically the process of Celebrity Branding®. During the term of this Agreement, I may be exposed to such information and I agree to exercise the highest degree of care in maintaining the confidentiality of this information and further agree to require a similar agreement with regard to any sensitive or confidential information revealed by National Academy of Best-Selling Authors® LLC and/or affiliates to me with all of my employees, agents, contractors and consultants.

**Indemnification:** I agree at all times during and after the term of this Agreement to be responsible for, and shall defend, indemnify, and hold National Academy of Best-Selling Authors® LLC and/or its affiliate harmless from and against any and all losses, claims, suits, proceedings, expenses, recoveries, and damages, including reasonable legal expenses and costs including attorneys' fees, arising out of any breach of a representation or warranty given to National Academy of Best-Selling Authors® LLC by me.

**Relationship of the Parties:** The relationship hereby established between me and National Academy of Best-Selling Authors® LLC is solely that of independent entities. This Agreement shall not create an agency, partnership, joint venture, franchisor/franchisee or employer/ employee relationship, or fiduciary and nothing hereunder shall be deemed to authorize either party to act for, represent or bind the other except as expressly provided in this Agreement.

**Breach & Dispute Resolution:** In the event of a breach of this Agreement by either party, the non-breaching party agrees to provide the breaching party written notice and a thirty (30) day opportunity to cure before terminating this Agreement.

**Non Disparagement:** The parties to this Agreement shall not make any material disparaging or negative comments concerning each other, their officers, employees, business practices, operations, or conduct to the public, to industry individuals, or to any potential or current business partner or prospects, except to a party's business advisors and attorneys, or as required by court subpoena or order.

In the unlikely event of a dispute between us, I acknowledge and agree that this Agreement is deemed to have been entered into in the State of Florida, and its interpretation, construction, and the remedies for its enforcement or breach are to be applied pursuant to and in accordance with the laws of the State of Florida.

**Mediation and Arbitration:** In any dispute regarding this Agreement, the Parties agree that except for the collection for nonpayment, the sole remedy for the resolution of the dispute shall be through mediation and arbitration. The parties will first attempt to mediate the matter. In the event they are unable to reach an agreement within 60 days, then either party may file for arbitration with the American Arbitration Association or such recognized Arbitration service as the Parties may mutually agree. For the purposes of this agreement and all matters related to it, the laws

of the state of Florida shall govern and venue for all hearings shall be held in Orange or Seminole County, State of Florida. All legal actions must be brought by a single party and cannot be brought in a class. The prevailing party to any arbitration shall be entitled to an award of attorney's fees, cost and reasonable expenses.

No refunds shall be granted after 3 business days from the execution of this agreement, unless you are not accepted to participate at the sole discretion of National Academy of Best-Selling Authors® LLC.

In any lawsuit for the collection of unpaid amounts under this Agreement venue shall be Orange or Seminole County, Florida, applying Florida law. The prevailing party shall be awarded attorney's fees and costs.

Survival Clause: All paragraphs dealing with non-disclosure, non-compete, confidentiality, non-disparagement, indemnification and mediation and arbitration shall survive termination of this Agreement