**Andakt Forlag**
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Str. Armeneasca 28/1, office 1, Chisinau-2012,
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# Publishing Agreement

## As on 01.07.2026

### 1. Parties to the Publishing Agreement:

This Publishing Agreement (hereinafter - Agreement) is concluded between the Author and the Publisher OmniScriptum S.R.L. (hereinafter – Publisher).

### 2. Subject of the Publishing Agreement

The subject of this Agreement is the Work submitted by the Author to the Publisher's portal.

### 3. Entry into force

The Agreement becomes binding when the Author confirms the Agreement on the Publisher's portal.

### 4. The Publisher will:

4.1. provide free of charge standard publishing service for the Author and make the Work available for sale through its standard distribution channels,

4.2. offer the Author premium publishing services such as color printing and custom cover image under conditions determined by the Publisher,

4.3. process and safeguard the Author's data according to the Publisher's privacy policy to ensure the publication process and marketing of the Work,

4.4. remunerate the Author with royalties as follows:

4.4.1. The Author shall receive 12% of the Work's net sales (meaning revenue actually received by the Publisher after returns, discounts, and taxes). Royalty payments are made only if, during a 12-month accounting period, total royalties exceed 600 EUR (equivalent to an average of 50 EUR per month). If this threshold is not reached, no monetary payment will be made and the Author will instead receive a book voucher for the same value, redeemable within 12 months in the Publisher's online shop,

4.4.2. Vouchers and promotional discount codes cannot be combined with other offers and discounts,

4.4.3. Any royalty payment or voucher shall be issued solely to the Author with whom this Agreement is concluded,

4.4.4. Royalties will be calculated every 12 months from the publication date. Any resulting payment will be made within 3 months from the calculation date,

4.4.5. The Author may access and download the royalty statement via the Publisher's portal,

4.5. remunerate the Author with licensing income as follows:

4.5.1. The Author shall receive 30% of any licensing income generated from the use of the Work by third parties (for example, translation or adaptation rights),

4.5.2. Licensing income is not subject to the royalty threshold described in Section 4.4.1. It is payable directly after the Publisher receives and processes such income; licensing payments shall be made 3 months after receipt.

### 5. The Publisher can:

5.1. use the Work under a non-exclusive, worldwide license granted by the Author for the duration of copyright,

5.2. reproduce, translate, print, distribute and market the Work (including but not limited to electronic formats),

5.3. sell and license rights (including but not limited to translation rights) to the Work, in whole or in part, in print and electronic formats,

5.4. determine the Work's publication specifics,

5.5. suggest to the Author changes to the Work,

5.6. make extracts of the Work accessible to the public and provide the media with review copies for advertising purposes and upon request,

5.7. transfer the publishing rights of the Work to another publishing house within the OmniScriptum group,

5.8. refuse the Work if the Work has been generated, in whole or in substantial part by artificial intelligence (AI) systems,

5.9. set reasonable deadlines for the Author relating to the submission, revision, approval, and completion of the Work, and suspend or terminate the publication process if such deadlines are not met,

5.10. charge the Author a fee of 300 EUR if the Author requests changes to the Work after publication, to cover the administrative and production costs associated with such changes.

### 6. The Author shall:

6.1. remain the copyright holder of the Work,

6.2. receive a free of charge standard publishing service,

6.3. receive, for Author's use only, a free of charge PDF digital download version of the Work after publication,

6.4. be able to publish the Work in whole or in part with other publishers,

6.5. receive royalty payments according to the provisions of this Agreement.

### 7. The Author agrees to:

7.1. deliver the Work of original content to the Publisher,

7.2. bear full responsibility for the Work's content,

7.3. ensure proper referencing in the Work,

7.4. ensure having usage rights to any data and trademarks included in the Work,

7.5. ensure having commercial usage rights to a custom cover picture in case such is provided by the Author for the cover of the Work,

7.6. handle all claims by third parties that have arisen in relation to the Work's content,

7.7. keep the Author's information in the Publisher's portal up-to-date,

7.8. consent to the processing of the personal data according to the Publisher’s privacy policy to ensure the publication process and the marketing of the Work,

7.9. receive information from the Publisher regarding the publication, promotion and marketing of the Work.

If the Author breaches the terms of Paragraph 7, the Author is obliged to indemnify the Publisher for all third-party claims related to the content of the Work, including but not limited to legal costs.

### 8. Term and termination of the Agreement

8.1. The Agreement begins on the day when the Author confirms it on the Publisher's Portal and runs indefinitely,

8.2. Both Parties have the right to terminate the contract with a notice period of sixty days. The notice must be given in writing. Following termination, the Publisher will request the removal of the Work from its distribution partners. Due to third-party systems, removal may take a reasonable period of time,

8.3. If the Author violates terms of Paragraph 7, the Publisher has the right to terminate the contract without notice,

8.4. Upon termination of the Agreement, the Author revokes all rights granted to the Publisher as listed in Article 5. Rights already granted to third parties prior to termination shall remain unaffected.

### 9. Miscellaneous

9.1. Moldovan law will be applicable to issues not regulated by this Agreement,

9.2. The place of Publisher's headquarters will have jurisdiction for all disputes,

9.3. In case of any disputes, Parties agree to negotiate. If negotiations fail, the issue is to be resolved in the court of the Republic of Moldova.

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## Definitions

- **Publisher's portal** – a Publisher's imprint website where the Author uploads the manuscript and adds/edits Author information
- **Standard publishing service** includes assigning an ISBN to the book, providing cover image options, cover layout, imprint mark, editorial assistance in the publishing process, sourcing the book to all sales channels available to the Publisher and printing the book upon orders
- **Net sales** – income generated by the Work, which is calculated as follows:

  Net sales = (Net retail sales price × copies sold) - the average bookseller/wholesaler discount

  The bookseller/wholesaler discount is set as follows (which may vary depending on the distribution channel):

  30% of the net retail sales price in EUROS in the case of sale to end consumers via the online shop associated with the Publisher;

  50% of the net retail sales price in EUROS in the case of sale to/through all other external distribution partners.

  Copies purchased by the Author directly via the online shop associated with the Publisher and any free copies/sample copies will not be included in the Net Sales and royalty calculation.

- **Example of Royalty Calculation**

  If the retail price of the book is 59.90 EUR and a copy is sold through a distributor partner who retains a 50% distribution fee, the net sales amount used for the royalty calculation is:

  59.90 EUR – 50% = 29.95 EUR

  The Author's royalty of 12% is then calculated on this net sales amount:

  29.95 EUR × 12% = 3.59 EUR

  This amount (3.59 EUR) will be added to the Author's royalty statement.

- **Licensing income** – income received by the Publisher from third parties from which any agency commissions, translation costs and other costs that have occurred as a result of licensing the use of the Work to third parties have been deducted. Third parties include but are not limited to translation agencies
- **Privacy policy** – actions of the Publisher regarding the collection, retention, usage, disclosure and deletion of customer data. Privacy policy information is available on the Publisher's portal and online shop associated with the Publisher
- **Print** – the Work will be printed using print-to-order technologies, in paperback design (15x22cm), the interior of the book will be printed in black and white. The Publisher can also offer color printing, hardcover and different format options upon conditions at its sole discretion
- **Publication Specifics** – book's features, layout guidelines, cover design, publication date, retail price and advertising measures
- **Changes to the Work** - content corrections, different linguistic formulations, deletions or other changes
- **Original content** – the Author guarantees that the Work submitted is their own intellectual property and the result of their own intellectual effort, or that the Author holds the necessary rights to publish the content provided.
- **Claims by third parties** - including but not limited to privacy, copyright or trademark claims that have arisen in relation to the content of the Work for which the Author bears full responsibility
- **Author's information** – address, bank details for receiving royalties, payment methods, email address, phone number
- **Distribution** - the Work can be distributed via bookshops, online shops, libraries (including via third-party sellers/vendors like marketplaces, authorized retail partners, etc.)