Book Distribution Agreement

Online bookstore distribution for publishers

> *How to use this form: print it, fill in the blank lines (tick one option where a choice is given), sign every page at the foot, and sign with two witnesses at the end. Send the signed copy to GATHA COGNITION by email (scanned PDF) or post. We will check it, countersign and send you a copy; the agreement starts on the date we countersign unless another date is written in. Where stamp duty applies, the agreement will be executed on stamp paper. Prices are those on gathacognition.com for agreements signed by 31 March 2027.*

This Book Distribution Agreement ("**Agreement**") is made on _____ *(date)* (the "**Effective Date**") between:

(1) **GATHA COGNITION®**, a proprietary concern with its office at Shivajinagar, Dhumalwadi Road, At/Post/Tal. Akole, District Ahilyanagar – 422601, Maharashtra, India, GSTIN 27APHPB4527M1ZR, represented by its Proprietor, Dr. Kalpana Bhagat ("**Gatha Cognition**"); and

(2) _____ *(legal name of publishing house)*, _____ *(proprietary concern / partnership / company)*, having its office at _____ *(address)*, _____ *(GSTIN / PAN)*, represented by _____ *(name and designation)* (the "**Publisher**").

Background

- Gatha Cognition runs an online bookstore at gathacognition.com where books from several publishers are sold.
- The Publisher wishes to sell its books through the bookstore. The Publisher keeps the stock and dispatches every online order itself; Gatha Cognition lists the books, takes the customer's payment and pays the Publisher monthly.
- This Agreement covers **online orders only**. Stocking the Publisher's books in the Gatha Cognition bookshop (local sales) is a separate arrangement with its own trade discount, recorded separately.

1. Plan

1.1 The Publisher joins the plan chosen in Schedule 2 (Standard or Partner). The Publisher may move from Standard to Partner at any time, and from Partner to Standard at the next renewal.

1.2 This Agreement is non-exclusive: the Publisher may sell its books through other channels.

2. Listing

2.1 The Publisher will receive a publisher portal on gathacognition.com to add and manage its books, stock, prices and shipping charges. Gatha Cognition will list, free of charge, up to twenty (20) titles (fifty (50) on the Partner plan) from the Publisher's list, and ₹50 per title beyond that if the Publisher asks Gatha Cognition to list them.

2.2 The Publisher is responsible for the accuracy of each listing (title, author, ISBN, price, stock, description and cover) and will keep stock and prices up to date.

2.3 The Publisher grants Gatha Cognition a non-exclusive, royalty-free licence, during this Agreement, to use the covers, descriptions, metadata and any sample pages supplied, to list and promote the books on its website, social media and product feeds (for example Google Merchant).

2.4 Gatha Cognition may decline or remove a listing that it reasonably believes is unlawful, infringing, misleading or harmful, and will tell the Publisher the reason.

3. Orders and dispatch

3.1 When a customer pays for an order, Gatha Cognition will send the Publisher the order and delivery address by email and in the portal. Where a basket contains books from several publishers, each publisher receives only its own part.

3.2 The Publisher will pack and dispatch each order within **two (2) working days** by a tracked courier or India Post, and mark the order Dispatched (with the tracking number) and then Delivered in the portal.

3.3 If an order is not dispatched within five (5) working days, Gatha Cognition may cancel it and refund the customer; no payout is due and no commission is charged for that order. Repeated late dispatch may lead to suspension of the Publisher's listings after written notice.

3.4 The Publisher will replace, at its own cost, any book that arrives damaged, defective or different from the order. Where a refund is given to the customer because of the Publisher's error, the refunded amount (including shipping) is deducted from the next payout. No commission is charged on cancelled or refunded orders, and returns and refunds otherwise follow Gatha Cognition's Refund & Cancellation Policy.

3.5 The Publisher will not sell above the printed price (MRP) and will charge only the shipping charges set in its portal.

4. Commission and payouts

4.1 For every delivered online order, Gatha Cognition keeps the commission of the chosen plan on the book price paid by the customer (excluding shipping). The rate for the first year from the Effective Date and the rate from the second year are set out in Schedule 2. No commission is charged on shipping; 100% of shipping charges are passed to the Publisher.

4.2 By the **10th of each month**, Gatha Cognition will pay the Publisher, by bank transfer to the account in Schedule 1, the amount received for orders delivered in the previous month, less

commission, plus shipping, less any deduction under clause 3.4, with a statement of every order. Sales and payment reports are also available in the portal.

4.3 The Partner plan fee is payable yearly in advance on the Effective Date and on each renewal, and is not refundable (see clause 7.2).

4.4 Amounts are all-inclusive: the commission and fees stated include applicable taxes, and Gatha Cognition will issue an invoice for them. Any tax that the law requires Gatha Cognition to deduct or collect at source on payouts (for example under section 194-O of the Income-tax Act, 1961) will be deducted and the certificate given to the Publisher.

4.5 The Publisher is the seller of the books and is responsible for its own invoicing and tax obligations on the sale of the books.

5. Publisher's assurances

5.1 The Publisher confirms that it has the right to publish and sell every book it lists, that the books do not infringe copyright or other rights and are not unlawful, and that it holds the ISBNs it uses. The Publisher will indemnify Gatha Cognition against any claim, loss or cost arising from a breach of this clause.

6. Promotion and extras

6.1 On the Partner plan, Gatha Cognition will announce up to four (4) new titles a year on its website and social media. Other promotion and listing services (Schedule 3) are available at the prices shown, on request.

7. Term and ending

7.1 **Standard plan:** this Agreement has no fixed term. Either party may end it at any time by giving thirty (30) days' written notice.

7.2 **Partner plan:** the plan runs for one (1) year from the Effective Date, paid in advance. Before the end of each year the Publisher may renew the Partner plan for another year or move to the Standard plan; if the Publisher does neither, the Agreement continues on the Standard plan. The Partner fee is not refunded if the Publisher ends the Agreement during the year.

7.3 Either party may end this Agreement by written notice if the other party seriously breaches it and does not remedy the breach within fifteen (15) days of written notice.

7.4 On ending, the Publisher's listings are removed; the Publisher will still fulfil every order paid before the end date, and Gatha Cognition will make the final payout with the next monthly payout after those orders are delivered.

8. Confidentiality

8.1 Each party will keep confidential any non-public information it receives from the other party under this document (including unpublished manuscripts, reviewer identities, prices agreed privately, sales figures and login details), will use it only for the purposes of this document, and will share it only with staff and advisers who need it and are bound by the same duty.

8.2 This does not apply to information that is or becomes public without fault of the receiving party, that the receiving party already lawfully had, or that must be disclosed by law or by order of a court or authority (after telling the other party where the law allows).

8.3 This clause continues for three (3) years after this document ends; for unpublished manuscripts and reviewer identities it continues without time limit.

9. Personal data

9.1 Each party will handle personal data of authors, editors, reviewers, readers and customers in line with the Digital Personal Data Protection Act, 2023 and the rules made under it, and only for the purposes of this document.

9.2 Gatha Cognition processes personal data entered on its platform under its Privacy Policy published on gathacognition.com. Each party will tell the other without undue delay if it becomes aware of a personal data breach affecting the other party's users.

10. Liability

10.1 Neither party is liable to the other for indirect or consequential loss, or for loss of profit, revenue or goodwill.

10.2 Except for non-payment of amounts due, breach of confidentiality, or claims arising from content that infringes the rights of others, each party's total liability under this document in any year is limited to the amount paid or payable to Gatha Cognition under this document in the twelve (12) months before the claim.

10.3 Gatha Cognition takes daily backups and reasonable care to keep the platform available, but does not promise uninterrupted service; planned maintenance will be announced in advance where possible.

11. Force majeure

11.1 Neither party is responsible for delay or failure caused by events beyond its reasonable control, such as natural disasters, epidemics, war, government action, strikes, or failure of the internet, power or hosting providers. The affected party will tell the other party promptly and resume as soon as possible. If such an event continues for more than sixty (60) days, either party may end this document by written notice.

12. Notices

12.1 Notices under this document are given in writing by email to the addresses in Schedule 1 (or any new address a party gives by notice), with a copy by post or courier for notices of termination or breach. An email notice is received on the next working day after it is sent, unless the sender receives an automatic message that it was not delivered.

13. Disputes and governing law

13.1 This document is governed by the laws of India.

13.2 The parties will first try to settle any dispute by discussion between the persons who signed this document (or their successors) within thirty (30) days of written notice of the dispute. If it is not settled, either party may refer it to mediation, and if mediation does not resolve it within a further sixty (60) days, the courts at Ahilyanagar, Maharashtra, India have exclusive jurisdiction.

14. General

14.1 The parties are independent. Nothing in this document creates a partnership, joint venture, agency or employment relationship, and neither party may bind the other.

14.2 Each party may use the other party's name and logo to announce and describe this arrangement (for example on its website), and for no other purpose without consent.

14.3 Neither party may transfer its rights or duties under this document without the other party's written consent, which will not be unreasonably refused.

14.4 This document, with its schedules, is the whole agreement between the parties on its subject and replaces earlier discussions. Changes are valid only in writing signed (including electronically) by both parties. If a provision is found invalid, the rest remains in force.

14.5 This document may be signed in counterparts and by electronic signature under the Information Technology Act, 2000; each signed copy is an original.

In witness whereof the parties have signed this document on the dates written below.

For and on behalf of GATHA COGNITION®

Signature: _____

Name: _____

Designation: _____

Date: _____

Place: _____

Seal / stamp:

Witness 1

Signature: _____

Name: _____

Address: _____

For and on behalf of _____
(name of publishing house)

Signature: _____

Name: _____

Designation: _____

Date: _____

Place: _____

Seal / stamp:

Witness 2

Signature: _____

Name: _____

Address: _____

Schedule 1 — Parties' contacts

	Gatha Cognition	Publisher
Contact person	Dr. Kalpana Bhagat	_____
Designation	Proprietor	_____
Email for notices	office@gathacognition.com	_____
Phone / WhatsApp	+91 95118 96365	_____
Postal address	Shivajinagar, Dhumalwadi Road, Akole – 422601, Dist. Ahilyanagar, Maharashtra, India	_____ _____ _____
GSTIN / tax ID	27APHPB4527M1ZR	_____ *(if any)*
Bank account for payments	Account name: GATHA COGNITION Account no.: 35415773426 Bank: State Bank of India IFSC: SBIN0001166	Account name: _____ Account no.: _____ Bank: _____ IFSC: _____

Schedule 2 — Plan

✓	Plan	Fee	Commission on book price (online orders)	Included
☐	Standard	No joining or annual fee	15% for the first year, then 20%	Book pages, secure online payments, customer support, publisher portal, order alerts, reports, monthly payout; listing of up to 20 titles by our team
☐	Partner	₹4,999 per year	10% for the first year, then 15%	Everything in Standard; listing of up to 50 titles by our team; 4 new-title announcements a year

Shipping: 100% to the Publisher, no commission. Number of titles at signing: _____. Agreed variations, if any: _____ *(none / details)*

Schedule 3 — Extra services

Service	Price	Unit
Listing by our team beyond the free titles	₹50	per title
Book description (120–150 words) for the book page	₹500	per title
Cover image clean-up for the web	₹150	per title
Social media post on our pages	₹499	per post

Service	Price	Unit
Launch kit (cover mock-ups, 5 social posts, poster, WhatsApp flyer)	₹3,000	per title
Book fairs and events	On quote	