

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement" or "Settlement Agreement") is made this _____ Day of _____ 2010, by and between PublishAmerica, LLLP ("Publisher"), and _____ ("Author") who shall collectively be identified as the "Parties" herein.

RECITALS

WHEREAS, Publisher and Author entered into a contract whereby Publisher agreed to publish Author's book, _____ (the "Work"), according to the _____ agreement ("Publishing Contract").

WHEREAS, all parties are desirous of terminating the Publishing Contract.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Release

In consideration of the agreements and covenants contained herein, Author, on behalf of himself and his assigns, heirs, administrators, executors, trustees, agents, and representatives, hereby fully and forever releases, remises, acquits and discharges Publisher and its predecessors, successors, assigns, affiliates, trustees, directors, officers, employees, partners, attorneys, and agents from any and all claims, demands, liabilities, actions or causes of action of any kind or character, at law or in equity, whether known or unknown, accrued or not, present or future, in connection with, arising out of or in any way involving the Contract including any pre-contract representations.

2. Transfer of Publication Rights and Release of Publication Obligations

Upon Author's compliance with his obligations in paragraph 3 herein, all terms of the Publishing Contract except the forum selection provisions are deemed terminated and of no further force or effect. All rights to publish, sell or export, or cause to be published, sold or exported, the Work, including but not limited to print or book publication, motion picture, film, video, television and/or any other electronic or computer video medium are deemed released and revert back to Author. Publisher is deemed released from all of its obligations under the Publishing Contract (or any other duty implied by law), including the obligation to manufacture, market, advertise or distribute the Work. Author is deemed released from all of his obligations under the Publishing Contract. Publisher shall not be liable to Author for sales of copies of the Book which were printed prior to the termination of the publication rights or resales of books printed and sold by PA prior to such termination.

3. Confidentiality and Non-Disparagement Provision

Author agrees that he, his agents, attorneys, employees or family members will only represent that the relationship between Author and Publisher was "dissolved amicably" and will not disparage Publisher in any manner whatsoever, or host, maintain and/or post a message to any Internet web sites and/or message boards in which the content disparages or mentions Publisher in any manner whatsoever; Author will also remove any messages posted by him on the Internet or in any other forum concerning Publisher.

Author acknowledges that the breach of this provision will give rise to irreparable injury to the Company inadequately compensable in damages. Accordingly, the Company may seek and obtain injunctive relief against the breach or threatened breach of the

