1. Indemnity.

5.1 BB shall defend, indemnify and hold GH, and GH's agents, licensees and assigns and any seller of the Work, harmless from and against any liability, loss, expense or damage (including reasonable legal fees and expenses) incurred by any of them by reason of the breach or alleged breach of any of BB's warranties, representations or agreements hereunder.

5.2 GH shall defend, indemnify and hold BB, and BB's agents and assigns, harmless from and against any liability, loss, expense or damage (including reasonable legal fees and expenses) incurred by any of them by reason of the breach or alleged breach of any of GH's warranties, representations or agreements hereunder.

1. Termination.

6.1If (i) BB fails to deliver any outline and/or manuscript on or before the applicable delivery dates set forth in the Publishers agreement, (ii) BB otherwise materially defaults in performing BB's services hereunder and such default is not cured, on a one-time basis, within fifteen (15) days of notice to BB of such default, or (iii) the manuscript is rejected by the Publisher of the Work, then, in any such event, GH shall have the right to terminate BB's services hereunder, and BB and GH shall promptly repay any amounts as may be required by the provisions of the publishing agreement for the Work in the same proportion that each party shall have received monies from Publisher hereunder at the time of such termination. In the event the manuscript for any Book is unacceptable to Publisher or GH and BB is unable to revise the material within 30 business days (or the mutually agreed upon timeframe) of Publisher or GH’s request for revisions, GH shall have the right to terminate this Agreement and BB shall be entitled to retain 50% of the initial amount paid for such Book and shall promptly repay to GH the remaining 50% of the initial amount paid for such Book. In the event of such termination for cause, BB shall continue to receive 50% of the above percentages (i.e., 25% of the first $100k, 20% of the next $150k, etc.

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6.2 In the event of BB’s death or incapacity for more than two (2) consecutive months prior to completion of the Work hereunder, the GH shall have the right to terminate this Agreement and to engage a third party to complete the Work. In such event, BB or BB’s estate shall receive a *pro rata* share of the above percentages, based upon the amount of Work completed prior to death or incapacity.

6.3 If GH terminates BB's services pursuant to Paragraphs 6.1 or 6.2 above, (i) BB or his estate shall furnish to GH BB's manuscript and any other materials written by BB hereunder as well as any research or other supplementary materials supplied by GH, (ii) such termination shall not affect joint copyright ownership and ownership of all rights in and to and derived from the product of BB's services to the full extent set forth this agreement.