22712 KAZ

LICENSE AGREEMENT

The publishing house

EUROPA-LEHRMITTEL, Nourney, Vollmer GmbH & Co. KG,
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(hereafter called the licensor)

enters into the following license agreement with

Foliant Publishing House
Sh. Aimanov Str. 13
Astana, 010000; Kazakhstan
KASACHSTAN
(hereafter called the licensee)

§ 1

The license agreement concerns the work entitled:

Arbeitsblätter Kraftfahrzeugtechnik Lernfelder 5-8, 2nd edition (with solutions)

The licensor declares that he has the sole copyright for the said writing.

§ 2

The licensee shall make the translation into the **Kazakh** language at his own expense. The licensor assigns the licensee with the non-exclusive right for distribution in **Kazakhstan** in printed book form.

§ 3

1. In the printer's imprint of the licensed edition the note shall appear:

   Original Title: Arbeitsblätter Kraftfahrzeugtechnik Lernfelder 5-8
   Copyright 2014 (2nd edition): Verlag Europa-Lehrmittel,
   Nourney, Vollmer GmbH & Co. KG, 42781 Haan-Gruiten (Germany)

2. It is for the licensee to see to the design of the licensed work.

EUROPA LEHRMITTEL

§ 4

1. The licensee pays a royalty of for the 1st edition of to the licensor Due to the licensing of several titles by Foliant in April 2019, we exceptionally grant a discount of

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   Part payment in advance after conclusion of the contracts in **April 2019:**
   payment in **January 2020:** remaining payment **after publication** of the licensed books: and remaining **payment one year after publication** of the licensed books:
   The licensee must inform the licensor as soon as the book is published. Then the licensor will immediately issue an invoice for the outstanding license amount. All payments due shall be transferred to the licensor's bank account given in the invoice and below (see § 4, section 4). Please send us a complete **sales report** by **15th February** of the following year (starting the first year after the publication of the volumes). The sales report shall note the number of copies printed, copies sold, retail price and copies remaining in stock for each volume of the title.

3. Principally the royalty is a **net amount.** The licensee shall bear the cost of duty, taxes and the like.

4. The licensor provides the licensee with the illustrations of the work. The price for the illustrations of "Arbeitsblätter Kraftfahrzeugtechnik Lernfelder 5-8 (with solutions)", 2nd edition, in digital form on CD-ROM or DVD is After signing the contract an advance payment of is due. The remaining payment will be made according to the payment plan see § 4/2. The licensor supplies the licensee with the data after the invoice for the advance payment for the data has been credited into the bank account of the licensor. The data may only be used for production purposes of a **Russian and Kazakh version** of the work as stated in this contract.

5. All payments have to be transferred without deductions to the licensor's account at:
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   Address of the Bank: 42781Haan-Gruiten, Bahnstraße 13
   Bank account number: 323 220
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§ 5

Upon mutual signing of the license agreement and upon the payment in advance, the licensee undertakes to publish the licensed edition **at the latest in March 2020**, at the latest, however, 24 months after signing. In case the licensee fails to publish his translation and put it on the market within this time limit, the licensor is entitled to declare this contract null and void. He is under no obligation to reimburse amounts paid in advance.

§ 6

It is the licensee's responsibility to furnish a conscientious and analogous translation of the writing. However, the licensee has the right to do the necessary adjustments in order to sell the book at the **Kazakh market. The licensee is authorized to split the book into several individual volumes and to remove parts of the content.**

§ 7

Duration of this agreement is **five years**, beginning from the date of countersigning. This agreement shall be renewable thereafter by mutual agreement. **A new agreement has to be drawn up for a reprint or a new Kazakh edition of the title "Arbeitsblätter Kraftfahrzeugtechnik Lernfelder 5-8 (with solutions)", also during the five-year term.**

The licensee shall inform the licensor as soon as the licensee's edition of the work goes out of print.

Should the licensee allow the work to go out of print or off the market and so remain for nine months then in such case all rights conveyed in this agreement shall revert to the licensor without further notice or procedure and without prejudice to any royalties then due to the licensor or to any claim which the licensor may have for damages and/or otherwise.

§ 8

The licensee is not authorized to assign a third party with part of or the whole of the license.

§ 9

The licensor shall receive **6 free copies** of the licensed edition immediately after the work has been published.

§ 10

The law which is in force in the Federal Republic of Germany is exclusively applicable of the contractual relationship between the parties. The partner has to be notified of a termination of this agreement by registered mail.

§ 11

Jurisdiction and place of performance for both parties is Haan-Gruiten. Additional oral agreements have not been made. Any supplements or modifications to this agreement must be made in written form.

Licensor:

Haan-Gruiten, 11.04.2019

Verlag Europa-Lehrmittel
Nourney, Vollmer GmbH & Co. KG

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