E: 21.06.12

EUROPA LEHRMITTEL

LICENSE AGREEMENT

The publishing house

VERLAG EUROPA-LEHRMITTEL, Nourney, Vollmer GmbH & Co. KG,
Düsselberger Straße 23, D - 42781 Haan-Gruiten, Germany,

hereafter called the licensor,

enters into the following license agreement with

Limited liability company FOLIANT Publishing House
Street: 13, Sh. Aimanov Street
Place: 01000 Astana
Country: Republic of Kazakhstan
Tax Registration Number: 620300211568
The general director of the company: Issabekov Nurlan

hereafter called the licensee,

represented by Polonia Marketing, Mr. Jan Dziurka, Hofstr. 4, 41065 Mönchengladbach, Germany.

§ 1

The license agreement concerns the work entitled:

Fachkunde Kraftfahrzeugtechnik, 29th edition

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

§ 2

The licensee shall make the translation into the **Russian** language at his own expense. The licensor assigns the licensee with the exclusive right for distribution in **Kazakhstan and Russia** in book form.

§ 3

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

   Original Title: Fachkunde Kraftfahrzeugtechnik
   Copyright 2009 (29th 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 book.

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§ 4

1. The licensee pays a royalty of **1,85 Euro** per copy for the 1st edition of **2000** items to the licensor.

2. The licensee undertakes to pay **1500,00 EUR** of the royalty for the 1st edition in advance, **900,00 EUR upon signing of this contract and 600,00 EUR within 30 days after the title has been published**. The agreement becomes valid only after this payment has been made.

   As for the rest, payment of the royalties has to be effected annually, according to the sales. Settlement period is the calendar year. The licensor shall have the statement of account and the royalties due at his disposal not later than 31st March of the following year. The statement informs the licensor about the copies sold in Kazakhstan and Russia, and the Kazakh and Russian retail price during this settlement period.

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 in digital format. The price for the illustrations of "Fachkunde Kraftfahrzeugtechnik", 29th edition, in digital form on CD-ROM or DVD is **1250,00 EUR**. The licensor supplies the licensee with the data after the invoice 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 version of the work as stated in this contract.

5. All payments have to be transferred without deductions to the licensor's account at:

   Name of the Bank: Stadtsparkasse Haan
   Address of the Bank: 42781 Haan-Gruiten, Bahnstraße 13
   Bank account number: 323 220
   Bank code number: 303 512 20
   IBAN: DE05 3035 1220 0000 3232 20
   SWIFT-BIC: WELADED1HAA

§ 5

Upon mutual signing of the license agreement and upon the payment in advance, the licensee undertakes to publish the licensed edition in the first half of the year 2013, at the latest, however, 18 months after signing. In case the licensee fails to publish his translation and put it on the market within this time limit, 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 to Russian conditions.

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§ 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 edition.

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 six 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 10 free copies of the licensed edition.

§ 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.

Haan-Gruiten, 02. APR. 2012

Place and Date

Licensor

Verlag Europa-Lehrmittel
Nourney, Vollmer GmbH & Co. KG
Postfach 42 04 64
42404 Haan-Gruiten

Licensee

«ИЗДАТЕЛЬСТВО «ФОЛИАНТ»

Nurlan Issabekov
General Manager

First amendment to the license agreement between the contractual parties

Verlag Europa-Lehrmittel, **Nourney, Vollmer GmbH & Co. KG** **Düsselberger Straße 23** **42781 Haan-Gruiten** **GERMANY** **(licensor)**	**and**	**Foliant Publishing House** **Sh. Aimanov Street 13** **ASTANA, 010000** **KAZAKHSTAN** **(licensee)**

The First Amendment concerns the License Agreement for "Fachkunde Kraftfahrzeugtechnik", 29th edition, 2009 (hereafter called the work), concluded 2nd April 2012.

- **Kazakh language**
- **For distribution in Kazakhstan**

The parties agree that all terms remain the same except for those additions and modifications, enumerated below.

Section § 4

1. The licensee pays a royalty of 1.85 Euro per copy and per volume for the 1st edition of 2,000 items to the licensor.
   [...]

Section § 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.

Section § 7

Duration of the agreement is until 31st December 2019. The original agreement shall be renewable thereafter by mutual agreement. A new agreement has to be drawn up for a reprint or a new edition.
[...]

Licensor:

Haan-Gruiten, date 27.04.2018

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

Licensee:

Place, date 11.05.2018

Foliant Publishing House

First amendment to the license agreement between the contractual parties

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The First Amendment concerns the License Agreement for "Fachkunde Kraftfahrzeugtechnik", 29th edition, 2009 (hereafter called the work), concluded 2nd April 2012.

- **Russian language**
- **For distribution in Kazakhstan and Russia**

The parties agree that all terms remain the same except for those additions and modifications, enumerated below.

Section § 4

1. The licensee pays a royalty of 1.85 Euro per copy and per volume for the 1st edition of 2,000 items to the licensor.
   [...]

Section § 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 Russian and Kazakh market. The licensee is authorized to split the book into several individual volumes and to remove parts of the content.

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