21650

Agreement executed on the 1st of July 2024

BETWEEN:

EXPRESS PUBLISHING LTD, a company whose registered office is at Liberty House, Greenham Business Park, Newbury, Berkshire RG19 6HW, United Kingdom, email: inquiries@expresspublishing.co.uk, legally represented by Mr. Anastasios Vlachos, Director (hereinafter called 'the Proprietor')

and

EDU STREAM, whose registered office is at 104, Begenbai Batyr Str., 050002, Almaty, Kazakhstan, with VAT Number 140440032842, tel: +77272939420, email: Natalya.edustream@gmail.com, legally represented by Ms. Natalya Mukhamedjanova (hereinafter called the "Publisher")

WHEREAS:

1. The PROPRIETOR originally published in English a work by **Jenny Dooley** (Hereinafter termed the AUTHOR) entitled **ACTION LEVEL 10 & 11– KAZAKHSTAN EDITION (Full details see Schedule 1)** (Hereinafter termed the WORK).

2. The PUBLISHER have attained the adoption of the WORK by the Ministry of Education in the territory of Kazakhstan and wish to prepare and publish a reprint of the WORK in the territory of **KAZAKHSTAN.**

3. The PROPRIETOR has agreed to grant such right to the PUBLISHER on the terms and conditions set out in this Agreement.

NOW IT IS HEREBY AGREED:

1. **Grant of rights.** In consideration of the terms and payments set out in this Agreement the PROPRIETOR hereby grants to the PUBLISHER an exclusive licence to publish the WORK in volume form in the English language (hereinafter termed the LICENSED WORK). The LICENSED WORK may be issued for sale **in the following territory of Kazakhstan** (Hereinafter termed the TERRITORY) and specifically to all state schools and educational institutions through the Ministry of Education of Kazakhstan. This Agreement does not grant any rights with respect to subsequent editions of the Work.

2. **Term.** Subject to the provisions of Clauses 4, 16.1 and 16.2 hereof the licence hereby granted shall subsist for a period of **ONE school year** from the date of this Agreement (hereinafter termed the TERM), that is for the school year 2024-25 and on the expiry thereof, it will accordingly be renewable for a period of THREE more years upon such terms as the parties hereto may agree, and only subject to a separate written agreement.

3. **Publication and schedule.**

   3.1 The PUBLISHER shall produce and publish the LICENSED WORK at its own expense.

   3.2 The PUBLISHER shall not abridge, expand or otherwise alter the WORK, including illustrations where applicable, without the prior written consent of the PROPRIETOR.

   3.3 The PUBLISHER wishes to make use of the PROPRIETOR's typography and will use PDF files supplied by the PROPRIETOR. The PUBLISHER shall not reproduce the

jacket design of the WORK nor make any use of the PROPRIETOR's imprints, logos, or brands without the prior written consent of the PROPRIETOR and any third party having rights in any such materials.

3.4 The paper, printing, binding, jackets or covers, the promotion the manner and extent of advertisement, the pricing and terms of the sale of the LICENSED WORK shall be at the sole discretion of the PUBLISHER who undertakes to ensure that, wherever possible, the printing, paper and binding of the LICENSED WORK shall be of a quality not inferior to the first printing of the PROPRIETOR's edition of the WORK.

3.5 It is explicitly agreed that the reproduction and printing of the WORK by the PUBLISHER is not deemed to generate, result or correspond to any proprietary or intellectual property rights on behalf of the PUBLISHER to the WORK but the PROPRIETOR will at all times remain the sole owner of the copyright and all IP Rights in the WORK.

4. **Failure to publish.** Should the PUBLISHER fail to issue the reprint of the WORK in total or whichever of its components within **12 months** of the date of this Agreement, all rights granted hereunder shall revert to the PROPRIETOR without prejudice to any claim which the PROPRIETOR may have for any monies already paid or due, for damages or otherwise.

5. **Permissions.** The PUBLISHER shall be responsible for obtaining permission from the respective copyright owners, to include in their edition of the LICENSED WORK any textual or illustrative material included in the WORK that belongs to a third party. Such permissions will be paid for at the PUBLISHER's expense.

6. **Sublicensing.** It is expressly agreed by both parties that there shall be no sublicensing of any right granted by the present Agreement to the PUBLISHER, unless otherwise agreed by the PROPRIETOR.

7. **Reserved rights.** All rights not specifically granted by this Agreement are reserved by the Proprietor (including for the avoidance of doubt any and all secondary rights/exploitations in the Product of the English material that are not expressly granted by the PROPRIETOR to the PUBLISHER under the terms of this Agreement). The PROPRIETOR reserves the right to use the English material or any parts thereof, including the text, recordings, design and illustrations, in the publication other than the Work, published by the PROPRIETOR themselves or in partnership with any third party.

8. **Translation.** In case any part of the PROPRIETOR'S material is translated into the PUBLISHER'S domestic language from the material originally developed by the PROPRIETOR, the PUBLISHER undertakes to ensure that the translation will be made faithfully and accurately and abbreviations will be made only with the prior written consent of the PROPRIETOR. In such a case, the PUBLISHER will promptly submit to the PROPRIETOR a specimen chapter or the complete text of the translation for prior written approval.

9. **Copyright and logos.**

9.1 All the copies of all the components of the Product will include the following acknowledgement and copyright notice:

© Express Publishing [YEAR]

9.2 All Components of the Product will carry the imprint name ('Express Publishing') and the logo of the Proprietor on the front and back covers and the title page.

9.3 The Proprietor will provide in writing the names of the authors and contributors for each Component of the Product for the English material and specify which names and how such names should be displayed in each Component.

10. **Revised Editions.** Should the Proprietor and/or the Publisher agree or request that any version of a Component of the Product covered by this agreement need to be revised, edited, extended, or updated then the Proprietor (or the Publisher with the Proprietor's prior written consent) shall arrange for the author to provide whatever new or revised material the Proprietor and /or the Publisher shall reasonably specify on terms to be agreed between the parties (the Additional Material). For the avoidance of doubt, all publishing rights in the Additional Material shall be treated in the same way as the material in the original work, with the Proprietor as the sole and exclusive licensee (regardless of whether or not such additional material was/or will be originally published by the Proprietor) and the Publisher shall be liable to account to the Proprietor for royalties in accordance with the terms of this agreement. If the author is unwilling or unable within a reasonable time to comply with the Proprietor's (or Publisher's) request for such new material then the Proprietor or the Publisher may arrange for it to be supplied by a third party who together with the fee due will be subject to the author's agreement (and the Proprietor's agreement should the Publisher arrange to supply such third party), which will not be unreasonably withheld and may deduct the agreed fee from any sums due to the Proprietor.

11. **Promotion.** The PUBLISHER expressly undertakes to use its best efforts to market and promote the work. All costs of promotion are born by the PUBLISHER. It is agreed between the parties that once per year the PROPRIETOR shall send a consultant or an author to Kazakhstan, who will undertake to train in respect of promotion. The time of the training will be agreed by the parties. The PROPRIETOR will bear the flight costs to Kazakhstan and the PUBLISHER will bear the accommodation costs (i.e. hotel and domestic travel). All promotional materials that are necessary for the promotion of the LICENSED WORK in the territory will be produced by the PUBLISHER at their own expense. It is agreed that the PUBLISHER may distribute a maximum of **5% of its annual sale copies of the LICENSED WORK as free sample copies** to school teachers, schools and relevant educational agencies.

12. **Complimentary copies.** The PUBLISHER shall forward to the PROPRIETOR **six** complimentary copies of the LICENSED WORK on publication. The PROPRIETOR reserves the right to request additional copies as required up to a maximum of ten copies. The PROPRIETOR shall have the right to purchase further copies for its own use on normal trade terms.

13. **Payment Terms.**

13.1 **The PUBLISHER shall pay to the PROPRIETOR a Royalty Fee for each component of the LICENSED WORK sold**, as shown on **Schedule 1**, (hereinafter termed the ROYALTY).

For avoidance of doubt, the Royalty on Schedule 1 applies to every copy printed or sold for the purpose of Royalty calculation in each year. For example, if 5,000 copies of the Action 10 Student's Book have been sold, the Royalty shall be calculated as follows:

(5,000 copies sold) x (*royalty* price per copy Euro 1.78)
= Royalty Fee Euro 8,900.00

For clarity, the Royalty applies only to the components of the LICENSED WORK

which are printed and sold by the PUBLISHER. The PUBLISHER shall not have to pay Royalty on the components which are given away free-of-charge or for free download, which include sample copies etc.

13.2 The PUBLISHER's indicative published suggested retail price will be as shown on **Schedule 1.** Any change to the PUBLISHER's published retail price must be notified to the PROPRIETOR immediately.

13.3 All payments to the PROPRIETOR hereunder shall be made in Euro by telegraphic transfer to the account of Express Publishing Ltd.
Payments should be sent to:

Bank Name: Bank of Cyprus Public Company LTD
Account Holder: Express Publishing LIMITED
Account Number: 357023970436
B.I.C. Code: BCYPCY2N
IBAN: CY35 0020 0195 0000 3570 2397 0436
Currency: Euro

13.4 The Publisher expressly undertakes **to print and sell specific minimum quantities of each component of the LICENSED WORK**, as shown in Schedule 1, during the term of the Agreement, as well as certain minimum quantities for all other components of the LICENSED WORK per level, as indicated in Schedule 1 to this Agreement. If the Publisher fails to meet the minimum sales and prin runs set in this clause for this year, all rights granted by this Agreement shall revert to the Proprietor **without further notice.**

13.5 All such payments shall be made at the Euro equivalent of the amount due using the PROPRIETOR's monthly exchange rate prevailing on the date of payment.

13.6 The PUBLISHER is to deduct a tax at the rate of 10%, as dictated by the tax law within the Republic of Kazakhstan, from the payments to be sent to the PROPRIETOR. Such tax will be paid directly by the PUBLISHER to the relevant Authorities in the Republic of Kazakhstan on behalf of the PROPRIETOR and the PUBLISHER will provide the PROPRIETOR with the official documents stating the above for each separate year of the AGREEMENT. The tax rate of 10% applies only in the case of a timely and properly issued Certificate of Fiscal Residence on behalf of the PROPRIETOR.

Except for the taxes indicated above, payments to the PROPRIETOR shall be made without any other deductions. If the PUBLISHER shall be required to deduct any other amounts in respect of the payments or withhold payment on any part thereof for any reason whatsoever, then the payments due hereunder shall be grossed up to such an amount as shall result in the net sums received by the PROPRIETOR, equalling the amount of the payments which would have been paid had no such deduction or withholding been made.

14. **Accounting.**

14.1 The PUBLISHER shall keep during the TERM accurate and detailed books and records of the sales of all copies of the LICENSED WORK, all income from LICENSED RIGHTS and revenues derived there from.

14.2 By the 1st of October 2024 the PUBLISHER shall render to the PROPRIETOR statements made up to the 30th day of September 2024 showing details of numbers of copies printed and sold, price offered, royalties payable to the PROPRIETOR and numbers of copies of the LICENSED WORK printed and in stock; all income received or due in respect of LICENSED RIGHTS due during this period and the PROPRIETOR's share thereof. Such statements shall be rendered, the PROPRIETOR shall invoice the relevant values and the PUBLISHER **shall pay the PROPRIETOR the 10% of the total invoiced value by the 31st of October 2024. The remaining balance of 90% of the total invoiced value for the LICENSED RIGHTS will be paid by the PUBLISHER by the 30th of November 2024.**

14.3 The PROPRIETOR or its authorised representative shall have the right upon written request to full access to the books and records of the PUBLISHER insofar as they relate to the stock sales and receipts in respect of the LICENSED WORK and to take copies and extracts thereof (which examination shall be at the cost of the PROPRIETOR unless errors exceeding 2.5% of the amount payable shall be found in which case the cost shall be paid by the PUBLISHER).

14.4 Each invoice issued by the PROPRIETOR shall be payable according to the schedule agreed under point 14.2 above. In the event of late payment of any money due to the PROPRIETOR hereunder the PUBLISHER shall charge the DISTRIBUTOR legal interest at a rate of 1% percent per month on the due amount from the due date of payment until the date of actual payment.

15. **Warranty.** With the exception of any third party right as provided for in clause 5 herein, the PROPRIETOR hereby warrants to that it has the authority to contract for all the rights licensed under this Agreement and that this licence in no way infringes the rights of any third party or the AUTHOR of the WORK.

16. **Termination.**

16.1 Should any of the accounts or payments specified herein be more than 60 days overdue or should the PUBLISHER fail to fulfil or comply with any provisions of this Agreement within one month after written notification from the PROPRIETOR or its representatives of such failure or if the PUBLISHER shall seek protection from creditors under bankruptcy or similar laws of any jurisdiction, then in any of these events the licence hereby granted shall forthwith and without further notice terminate and the rights hereby granted shall revert to the PROPRIETOR without prejudice to any claim which the PROPRIETOR may have either for monies owed and/or damages and/or otherwise.

16.2 The PUBLISHER undertakes to meet specific minimum print runs and sale targets, as agreed between the PROPRIETOR and the PUBLISHER, according to Schedule 1 of the present Agreement. In case the PUBLISHER fails to meet the above targets, the PROPRIETOR shall have every right to terminate the present Agreement without any further notice and exercise all his rights deriving from the termination of the agreement, as set out in the present Article.

16.3 If the PUBLISHER shall allow the LICENSED WORK to go out of print unless the PROPRIETOR and the PUBLISHER have made in writing an Agreement for publication of further copies of the LICENSED WORK, then in such case the rights hereby granted shall revert to the PROPRIETOR without further notice and without prejudice to any royalties and other monies due to the PROPRIETOR from the PUBLISHER.

16.4 The PUBLISHER hereby undertakes that in the event of the expiry of this Agreement without it being renewed or of its termination for whatever reason it will use its best endeavours to sell out its stocks of the LICENSED Work within six months of such expiry or termination and pay the relevant royalties to the PROPRIETOR.

16.5 On the termination or expiry of this Agreement all rights granted to the PUBLISHER hereunder shall automatically revert back to the PROPRIETOR, and the PUBLISHER shall have no further right to sell or distribute the Licensed Work.

17. **Notice.** Any notice required or authorised to be given by either party to the other shall be in writing and shall be sent by first class mail or fax to the addresses at the head of this Agreement.

18. **Interpretation.** The headings in this Agreement are for convenience only and shall not affect its interpretation.

19. **Applicable law.** This Agreement shall be governed by and construed in accordance with Greek Law and the parties hereby agree to submit to the jurisdiction of the Greek Courts in Athens.

The duly authorized representatives Mr. Anastasios Vlachos of EXPRESS PUBLISHING LTD (PROPRIETOR) and Ms. Natalya Mukhamedjanova of EDU STREAM (PUBLISHER) have requested that this Agreement be drawn up in the English language and hereby declare that they speak, write and fully comprehend the English language and consequently they have fully understood the entire text of this Agreement, which they sign in their capacity as the legal representatives of the PROPRIETOR and the PUBLISHER respectively.

Signed for and on behalf of

EXPRESS PUBLISHING LTD

Express Publishing
Liberty House, Greenham Business Park
Newbury, Berkshire RG19 6HW, U.K.
www.expresspublishing.co.uk

Signed for and on behalf of

EDU STREAM

SCHEDULE 1: TARGET-BASED ROYALTY

A. **TITLE & LEVELS**

ACTION LEVEL 10 & 11 – KAZAKHSTAN EDITION

B. **COMPONENTS**
Student's Book
Workbook & Grammar Book

C. **ROYALTY FEE & MINIMUM SALES REQUIREMENTS**

ACTION 10

Title (ACTION LEVEL 10)	Indicative suggested retail price	Minimum number of copies to be sold per year	Royalty Fee per copy
Action 10 - Kazakhstan Edition Student's book	Euro 3.54	5,000	1.78 Euro
Action 10 – Kazakhstan Edition Workbook & Grammar Book	Euro 2.00	5,000	0.77 Euro

8900

3850

ACTION 11

Title (ACTION LEVEL 11)	Indicative suggested retail price	Minimum number of copies to be sold per year	Royalty Fee per copy
Action 11 - Kazakhstan Edition Student's book	Euro 3.54	5,000	1.78 Euro

8900

Signed for and on behalf of

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