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MEMORANDUM OF AGREEMENT

made this **5th day of November, 2021**

BETWEEN **Ray Bradbury Literary Works LLC, c/o Don Congdon Associates, Inc., 110 William Street, Suite 2202, New York, NY 10038, USA** (hereinafter called the Proprietor) of the one part

AND **LLP "Foliant Publishing House", 13 Shaken Aimanov Street, 010000 Astana-Kazakhstan** (The Bank name: JSC BANK CENTERCREDIT, 7 Barayev Street, 010000 Astana-Kazakhstan; SWIFT CODE: KCJBKZKX) (hereinafter called the Publishers) of the other part

WHEREBY it is mutually agreed as follows regarding the Work entitled:

DANDELION WINE
by **Ray Bradbury**
(hereinafter referred to as the Work)

1. The Proprietor hereby grants to the Publishers the sole and exclusive right for a period of **5 (five)** years from the date of this Agreement to publish and sell the Work in **hard cover edition** form in the **Kazakh** language in all countries where copyright subsists.

2. The Publishers shall pay to the Proprietor:

the non-returnable advance of [redacted] payable on signature of this Agreement on account of a royalty of [redacted] of the **publishers' wholesale price on all copies printed**.

The Publishers agree to publish one edition of **1,000 (one thousand) copies** of the Work. The balance due shall be payable within **two months** of publication. The Publishers may reprint on condition that they inform the Proprietor in writing beforehand and state the intended printrun and wholesale price. The balance due shall be reported and paid for on publication. Such balance shall be paid in US dollars at the exchange rate prevailing on the date such balance is due.

3. The rights herein granted are licensed to the above-mentioned Publishers solely and shall not be transferred by them nor shall the Work be issued under any imprint other than their own without the written consent of the Proprietor or his agent.

4. All rights now existing or which may hereafter come into existence and which are not specifically granted to the Publisher under this Agreement shall be reserved exclusively by the Proprietor.

5. The Publishers undertake to publish their edition of the Work within **18 months** from the date of this Agreement, unless otherwise mutually agreed between the Proprietor and the Publishers, failing which this Agreement will automatically terminate and all rights granted hereunder shall forthwith revert to the Proprietor

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without prejudice to any claims which the Proprietor may have either for monies due and/or damages or otherwise.

6. One free copy of the translated edition of the Work shall be sent on publication to ANA Baltic, Ltd., PO Box 77, Riga, LV-1011, Latvia, and **two copies** by registered mail to the **Ray Bradbury Literary Works LLC, c/o Don Congdon Associates, Inc., 110 William Street, Suite 2202, New York, NY 10038, USA**.

7. Notwithstanding any other rights which may have been granted to the Publishers in this Agreement, it is hereby understood that the Proprietor retains the right to publish or to allow third parties to publish in the **Kazakh** language extracts from or synopses of the Work not exceeding 10.000 (ten thousand) words in length for use in connection with the exploitation of the cinematograph or television films of the Work. For the avoidance of doubt it is hereby confirmed that no cinematograph or television rights in the Work are granted to the Publishers.

8. The Publishers warrant that the translation of the Work shall be made completely, faithfully and accurately. Abbreviations, additions or alterations shall not be made in the Work's title or text except with the Proprietor's prior written consent. No illustrations, advertisements or other material shall be included in the Publishers' edition of the Work without the Proprietor's prior written consent.

9. Unless otherwise specified herein, the rights to reproduce any illustration or quoted matter from the Work are not granted in this license, and the Publishers undertake to bear any costs involved in l settle the balance due within two months thereof. The Publishers shall advise the Proprietor's representative of the exact number of copies printed, the date of publication and the wholesale price per copy. The books of account of the Publishers so far as they relate to any matter arising out of this Agreement shall be open to inspection by the Proprietor or the Proprietor's duly authorised representative by appointment at any reasonable time.

10. Three months after the print-run the Publishers shall provide a statement showing the total number of copies printed and the Publishers' wholesale price. All statements shall be delivered in duplicate and shall be accompanied by monies due. The books of account of the Publishers, so far as they relate to any matter arising out of this Agreement, shall be open to inspection by the Proprietor or the Proprietor's duly authorized representative by appointment at any reasonable time. The Proprietor shall pay the costs of any examination unless such examination reveals error against the Proprietor amounting to 2% (two per cent) or more, in which case the costs shall be borne by the Publishers.

11. If the Publishers fail to fulfill or comply with any of the provisions of this Agreement within one month after written notification from the Proprietor or his agent of such failure or if they go into liquidation other than a voluntary liquidation for purposes of reconstruction only, then and in either of these events this Agreement shall automatically terminate without prejudice to any claim which the Proprietor may have either for monies due and/or damages and/or otherwise.

12. The Proprietor hereby authorizes and empowers the firm of **ANA Baltic, Ltd., 40203304673, 19/21-3 Gertrudes Street, Riga, LV-1011, Latvia** acting in

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conjunction with **Don Congdon Associates, Inc., 110 William Street, Suite 2202, New York, NY 10038, USA** to collect and receive all sums of money due under the terms of this Agreement and declares that their receipt shall be a good and valid discharge of all persons paying such sums of money due to him. Within 28 (twenty-eight) days of receipt of such monies ANA Baltic, Ltd. shall deduct 10% (ten percent) as their commission fee from such payments by the Publisher to the Proprietor. All payments due under the terms of this Agreement shall be made by the Publishers by bank transfer for the gross amount, free of bank charges, to SIA ANA BALTIC; AS "SEB banka", SEB finanšu centrs, Meistaru iela 1, Valdlauči, Ķekavas pagasts, Ķekavas novads, LV-1076, Latvia, Swift Code: UNLALV2X, IBAN: LV44UNLA0055002273181. The Publishers shall simultaneously provide a copy of the bank transfer advice note to ANA Baltic, Ltd.

13. This Agreement shall not be considered valid until signed by both Parties. In the event of payment not being received within six weeks of receipt of fully-executed Agreement by the Publishers, the Agreement shall be automatically rendered invalid without further notice and without prejudice to any monies that may be due.

14. Should the Publishers at any time by themselves or anyone acting on their behalf be in material breach of any of the clauses or conditions set forth in this Agreement and fail to rectify such breach within one month after written notice from the Proprietor, all rights granted under this Agreement shall revert to the Proprietor forthwith and without further notice, without prejudice to all rights of the Publishers in respect of any contracts properly entered into by them with any third party prior to the date of such reversion, without prejudice to any monies already paid or then due to the Proprietor from the Publisher.

15. Should the Publisher at any time allow the Translation to go out of print or off the market (which shall be held to be the case if there are less than 100 copies in stock or the book is not listed in the Publisher's compete catalog), and shall not have reprinted and placed on the market a new edition or impression of the Translation within six months after written notification from the Proprietor, then and in any of these events this Agreement shall terminate automatically without prejudice to any claim the Proprietor may have for monies due or damages and/or otherwise. The Publishers undertake to notify the Proprietor that the Translation has gone out of print or off the market on the first royalty statement thereafter.

16. The Proprietor reserves the right to charge interest on any amounts overdue under the terms of this Agreement at 5% (five per cent) of the total amount due per month.

17. The Publishers shall not sell or allow for sale copies of the Work at a price below the published/ recommended retail price within 12 months of the date of first publication without the written consent of the Proprietor.

18. All rights shall revert automatically **5 (five) years** from the date of this Agreement.

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19. This Agreement shall be governed by the laws and procedures of the State of New York. In the case of a breach of contract by the Publishers, the Proprietor may however elect to proceed against the Publishers according to the laws of the defendant's home courts.

20. **The Publishers will make best efforts to use Bradbury logo in their physical editions of the Work.**

DocuSigned by:
James W. Sullivan
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FOR AND ON BEHALF OF THE PROPRIETOR .....
James W. Sullivan
Manager, Ray Bradbury Works LLC
11/9/2021

DocuSigned by:
Murlan Issabekov
C1C326020PC7422...

FOR AND ON BEHALF OF THE PUBLISHERS.....
11/9/2021