Mediterranean Copyright Agency

Prof. K. İsmail Gürkan Cad. No: 8 34110 Fatih/İstanbul-TURKEY
Phone: +90 537 496 32 36 e-mail: rights@mediterraneanagency.com

Dated this **2022-01-27** between:

MEMORANDUM OF AGREEMENT

Mediterranean Literary Agency (on Behalf of Ants Book)

Prof. Kazım İsmail Gürkan Cad. No:6 Cağaloğlu İstanbul, Turkey

Email: rights@mediterraneanagency.com

(hereinafter called ANTS BOOK)
and
Foliant Publishing House
13, Shaken Aimanov Str. 010000
Astana and Kazahstan
foliant@foliant.kz
(hereinafter called the PUBLISHER)

regarding author's rights in the following title, hereinafter called the Work:

- **Secret Book of Girls - Renzo Barsotti**

- **Secret Book of Adventures - Renzo Barsotti**

ANTS BOOK hereby Grant to the PUBLISHER the sole and exclusive license to translate, publish and sell the Works in volume form in the **Kazakh** language.

1. The PUBLISHER' market for the sale of the Work in **Kazakh** language shall be in the territory of **Kazakhstan.**

2. ANTS BOOK guarantees the PUBLISHER that they have full power to make this agreement, that the Work is not in any way whatever a violation of any existing copyright. ANTS BOOK will indemnify the PUBLISHER for any expense incurred by them as a result of any breach of the above warranty.

3. The PUBLISHER agrees that the translation must be faithfully and accurately made by a competent translator. No abridgment, expansion or alteration of the text of the Work is permissible unless ANTS BOOK have given their written consent. The PUBLISHER agrees to submit the translation to ANTS BOOK for approval if requested.

4. The PUBLISHER agrees to publish their translation of the Work within **1 (ONE)** year of date of this agreement, and submit to ANTS BOOK 10 copies of the first edition and 2 copies of each subsequent edition.

5. The PUBLISHER agrees to print the original title of the work on the back of the title page of every copy issued by them. The Publisher shall accept to print the title as its original. The PUBLISHER also undertake to print the following copyright notice:
Copyright ©

ANTS BOOK, 2022 Italy
with the Contributions of
Mediterranean Literary Agency
Also, the names of the author and artist(s) must be written in the covers of the each book.

6. The PUBLISHER agrees to undertake at their expense all formalities required for the protection of the copyright in the Work in the market covered by this agreement.

7. The PUBLISHER shall pay to ANTS BOOK a non-returnable advance o[redacted] for **2** titles mentioned in Work for 1000 Copies. The total payment will be calculated with the following royalties on the retail price of each and every copy of the Work printed by them after reducing the amount of advance payment. The publisher will make [redacted] payment for Illustration just once.

[redacted] for all the copies printed.

Secret Book of Girls and Boys = [redacted]

All payments have to be transferred into the following bank account number:

DKİTAP PAZARLAMA DAĞITIM VE BİLİŞİM A.Ş.
IBAN: TR92 0011 1000 0000 0114 6366 53
SWIFT CODE: FNNBTRISXXX
ACCOUNT NUMBER: 114636653
BRANCH CODE: 03663

All the banking charges that occur during the transfers will be covered by the PUBLISHER. (Please select **OUR** option during the payment)

8. The PUBLISHER agree to send an official sales report when ANTS BOOK requested.

9. The PUBLISHER agree to make up a statement of sales as of 31st December of each year. ANTS BOOK grant to the PUBLISHER the right to negotiate the following subsidiary rights during the term of this agreement. All subsidiary rights not specified in this agreement are subject to separate agreements.

10. If the PUBLISHER allow the Work to go out of print to the extent of their having less than 50 copies on stock, and they neglect to issue a new edition within six months after having received a written request from ANTS BOOK to do so, then this agreement shall automatically terminate without prejudice to royalties and other payments due to ANTS BOOK from the PUBLISHER.
The same applies if the PUBLISHER violate any of the terms of this agreement without rectification within 30 days of receiving a written notice from ANTS BOOK. This agreement is also automatically terminated if the PUBLISHER go into liquidation. This agreement is also automatically terminated if the PUBLISHER do not make the payment of advance with in the period of **6 (six)** months from the date of signature.

11. This agreement shall be binding until **27-01-2028** as 5 years. (renewable upon mutual agreement) If both parties agree on a renewal of this agreement, the PUBLISHER agree to pay the two-third of the royalty amount mentioned in this agreement. Meanwhile this agreement is in force, the PUBLISHER is entitled to print as many runs/reprints as needed with a minimum of 500 (five hundred) copies and a maximum of 10.000(ten thousand) copies per print-run.

12. The Publisher has granted the right to sell the remaining stock in 6 Months after the expiration date of the contract, subsequently the publisher will withdraw the unsold books from the trade.

13. This agreement shall be binding upon the assigns, their heirs, executors or administrators of the PUBLISHER and of ANTS BOOK, but no assignment of this agreement shall be binding on either of the parties without the written consent of the other.

14. If any article or provision of this agreement becomes invalid for any reason, the other provisions of the agreement are not affected and remain valid. The provision that is closest to it and that does not harm mutual expectations is deemed to have been brought until a valid provision is made in writing to replace the invalid provision. This rule also applies to matters forgotten in the contract.

15. Any dispute between the PUBLISHER and ANTS BOOK regarding the interpretation of this agreement shall be settled by arbitration in accordance with Turkish law.
- This contract has been made out in two copies of which each of parties have received one.

Istanbul, Turkey	**Savona, Italy**	**Astana, Kazakhstan**
Mediterranean Agency	**ANTS BOOK**	**FOLIANT**
Mustafa Naci Turan	**Eleonora Barsotti**	**Nurlan Issabekov**
General Manager	Director	Director