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HAY HOUSE PUBLISHERS UK LTD

Memorandum of Agreement made this 13th March 2023

Between **Hay House UK Ltd, Watson House, 54 Baker Street, London W1U 7BU, UK** (a division of Hay House Inc., a California Corporation with principle place of business at 2776 Loker Avenue West, Carlsbad, State of California 92008, USA) hereinafter called the Licensor **c/o Nova Littera SIA. Dzintaru prospekts 13/15-35, LV-2015 Jurmala, Latvia,** hereinafter called the Licensor's Agent, of the one part

And **Foliant Publishing House, 13 Sh. Aimanov str., Nur-Sultan, 010000, Kazakhstan,** hereinafter called the Licensee, who shall translate and publish the Work, of the other part

Whereby it is mutually agreed as follows regarding the **Work** entitled

LIFE LOVES YOU by Louise Hay and Robert Holden
hereinafter called the Work

1. Grant of Rights
The Licensor hereby grants to the Licensee the exclusive right to print, publish and sell the Work in volume form in a **trade, e-book and audio edition** in the **Kazakh language** throughout the **World**.

2. Term of License
This Agreement shall be valid for a period of **5 (five)** years from **the date of Agreement** and all rights herein granted shall revert automatically to the Licensor without further notice on **13th March 2028** unless rights have already reverted under any clause in this Agreement.

3. Guaranteed Payment
The Licensee shall pay to the Licensor a non-returnable payment of:

[redacted] to be paid **on signature**

on account of all monies which may become due under the terms of this Agreement.

4. Royalties
The Licensee shall pay to the Licensor the following royalties calculated on the publisher's selling price (excl. of VAT) of each copy of the Work sold in:

Hardcover edition
[redacted] on all copies sold.

Paperback edition
[redacted] on all copies sold.

Audio edition
[redacted] of the net receipts on all copies sold.

E-Book edition
[redacted] of the net receipts on all copies sold.
E-book is a verbatim text file stored digitally and downloaded or uploaded onto electronic platforms.
Net receipts means the monies paid to the Licensee by its customers according to the net invoices on actual sales, less VAT and less discounts and allowances.

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5. Publication

The Licensee agrees to publish the Work at its own cost and risk within **18** (**eighteen**) months of the date of this Agreement. Should the Licensee fail to publish its edition of the Work within the time specified herein then this Agreement shall terminate automatically and all rights granted herein shall revert to the Licensor forthwith without prejudice to any monies already paid or then due.

The Licensee shall promptly inform the Licensor of the exact publication date of the Work and of its retail price and of the number of the copies in the first printing and all subsequent printings of each edition.

6. Translation

The translation of the Work shall be made professionally, faithfully, accurately, and at the sole expense of Licensee. Any changes (beyond those necessitated by the translation) in the text shall need the written approval of Licensor. The author of the Work shall be given due and customary credit as the author on the cover and/or any binding of Licensee's edition, and in any advertising therefore.

7. Illustrations

It is agreed that the Licensee has the right to use the artwork including cover art (and inside illustrations and/or photographs if part of the Work) and the Licensor has agreed to provide the artwork files (in indesign format) to be downloaded from the Licensor's ftp site at a cost of [redacted] for either high resolution cover or interior artwork files and [redacted] for both cover and interior artwork files.

8. Copyright

As a condition of the continuance of the grant made herein by the Licensor, the Licensee shall secure the copyright of the copyright owner(s) [set forth in the preamble hereinbefore] in compliance with **Kazakh** law and the Universal Copyright Convention.

9. Authorship Credit

As per below, the Licensee shall print the original title of the Work in its original language on the back of the title page and the name of the Authors shall appear in its customary form on the title page and on the jacket/cover and/or binding of every copy and in all advertisements and other announcements of the Work issued by the Licensee or their agents.

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10. Accounting

The Licensee shall render to the Licensor semi-annual statements of account, following publication, as of **December 31 and June 30 and pay all monies** due to the Licensor **within three months thereafter**. Statements shall show in detail the number of copies printed, the number bound, the number sold, the number spoiled, and the number given away.

In the event of late payment the Licensee shall fully compensate the Licensor for any loss due to less favorable exchange rate. The Licensee shall pay Hay House (UK) Ltd the difference of exchange rate between the U.S. Dollar and the respective contract currency for any monies overdue.

The Licensor shall have the right to examine the books of account of the Licensee insofar as they relate to this Agreement, which examination shall be at Licensor's cost unless errors of accounting amounting to

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three percent (3%) or more of the sums paid or owning to the Licensor shall be found to the Licensor's disadvantage, in which case the cost shall be paid for by the Licensee.

11. Remaindering

The Licensee shall be entitled to remainder the book after a period of two years from the date of publication. The Work shall be regarded out of print or off the market should our annual statement show a stock fewer than 100 copies and the Licensee has not reprinted the Work within 8 months. On copies sold as remainders above unit cost the publisher shall pay 10% of the net receipts.

12. Termination

If any party to this Agreement should at any time during the existence of this Agreement fail to comply with, or fulfill, any of the terms, promises or conditions thereof, it being expressly agreed that time is of the essence of this Agreement, then or in any of these events this Agreement shall terminate at the option of the other party, said option to be exercised in writing and by registered airmail, e-mail, or by telefax. A waiver by any party at any time of a breach of any provision of this Agreement shall not apply to any other provision of this Agreement or to the breach of the same provision at any other time.

Upon expiration or termination of this Agreement the Licensee shall have no right to distribute any copies of the Licensee's edition without the Licensor's prior, written approval.

13. Assignment

This Agreement does not provide for a joint venture between the parties. This Agreement shall be binding upon and inure to the benefit of the executors, administrators and assigns of the Licensor and to the successors and assigns of the Licensee, but no assignment, voluntary or by operation of Law, shall be binding upon the Licensor without its written consent. In the event that the Licensee shall be declared insolvent or bankrupt all rights granted to the Licensee in this Agreement shall automatically revert to the Licensor.

14. Reservation of Rights

All rights now existing or which may hereafter come into existence except those hereinbefore specifically granted to the Licensee are hereby reserved to and by the author and the Licensor who may exercise the reserved rights at any time.

15. Warranties

The Licensor represents and warrants that it has full power to enter into this Agreement and to make the grants herein contained. The Licensor shall hold harmless and indemnify the Licensee against any losses, damages, and reasonable legal fees (finally sustained in court of competent jurisdiction), which the Licensee may suffer or incur by reason of the breach of the above warranties and representations.

16. Applicable Law

This Agreement is construed under and shall be governed by the laws of the State of California and the United States of America. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in San Diego, California, U.S.A., in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and the judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof.

17. Payment

All payments which are or shall become due hereunder shall be made by the Licensee to the **Licensor's Representative**, **Nova Littera SIA, Reg. Nr. 40103275217, Bank: BILDERLINGS PAY LIMITED, 66 Prescot Street, London, E1 8NN, United Kingdom, IBAN/Account Number GB59 BIYS 0099 5695 1784 17, SWIFT code BIYSGB2A**

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Correspondent bank: AS BLUOR BANK, SWIFT CBBRLV22, Smilsu Street 6, Riga, LV-1050, Latvia.
Nova Littera SIA shall collect such payments.
All Euro payments should be paid to Hay House, Inc., A/c no. 94 001 547, SWIFT CINAUS6L, ABA No. 122016066, City National Bank, 555 South Flower Street, Los Angeles, CA 90071, USA. Please reference your payment with title and author as above. All accounting pursuant to this Agreement shall be sent by Licensee to Hay House UK, Ltd., Watson House, 54 Baker Street, London W1U 7BU, UK.
Said sums are payable to the Proprietor's account deducting Nova Littera's commission of [redacted] within **sixty (60)** days from receipt of the Proprietor's invoice to Nova Littera SIA.
To make payments due according to this Agreement, the Publisher shall have the original tax certificate from the Proprietor confirming the residence of the author or its agent's residence in the United States in accordance with the Convention for the avoidance of double taxation. To avoid double taxation issues, the Proprietor has to provide the relevant tax form / certificate for the side of the contract addressed as Proprietor in the text of the contract. If the relevant tax form / certificate cannot be provided by the Proprietor, the Publisher will have to deduct 20% (twenty per cent) from any amount due to Proprietor registered as a company (publishing house, literary agency, estate, trust, etc.) and 30% (thirty per cent) from any amount due to the individual Proprietor (author, inheritor, successor, etc). This document is sent to the Publisher once a year during the Term of the Licensing contract.

By signing this agreement, the Proprietor acknowledges that the it has actual rights to receive any amounts due under this Agreement, therefore the Proprietor is the actual owner of these amounts in accordance with paragraph 12 of the Convention between the Russian Federation and the United States of America dated 06.17. 1992 on the avoidance of double taxation and the prevention of tax evasion in respect of taxes on income and capital gains.

18. Entire Agreement
This Agreement constitutes the complete understanding of the parties and all previous negotiations and understandings have been merged herein. No modification or waiver of any provision hereof is valid unless in writing and signed by both parties.

If any provision of this Agreement shall be held void or unenforceable, the balance thereof shall remain in force.

In witness whereof the parties hereto have signed this Agreement on the dates set forth below.

DocuSigned by:
Nurlan Issabekov 3/16/2023
C1C326020FC7422...

For Foliant Publishing House /Date

DocuSigned by:
Michelle Pilley 3/22/2023
72AF335E8A91408...

for Hay House, Inc. /Date
Michelle Pilley, Publisher, Hay House (UK) Ltd