ALBATROS MEDIA

Na Pankráci 30/1618, 140 00 Praha 4

License agreement, made this on March 3rd, 2021

between

Albatros Media a.s.,
Company Identification No: CZ 283 77 141
Registered office: Na Pankráci 30/1618
140 00 Praha 4
Czech Republic
company registered in the commercial register kept by the Municipal Court in Prague, Section B, Inset No. 14206
represented by Tomáš Jodas, *Head of Export Department*

(hereinafter referred to as the **"Proprietor"**) on one part

and

Foliant Publishing House
Company Identification No: 020140000742
Registered office: Kazakhstan, Nur-Sultan, Sh.Aimanov,13 str. 010000

represented by Dina Orynbasarova, *Rights Manager*

(hereinafter referred to as the **"Publisher"**) on the other part.

Whereby it is mutually agreed as follows regarding the work entitled:

Nature's Wonderful Colours series:

Colours in Nature
Colours of Habitats
Shapes and Patterns in Nature

Written by Jana Sedláčková, Štěpánka Sekaninová, illustrated by Magdalena Konečná

(hereinafter referred to as the "Work")

1. Rights
1.1 The Proprietor hereby grants the Publisher the exclusive right to publish, sell, and distribute the Work in the **Russian** language in the book form throughout the **world**, subject to the terms and conditions following. The Proprietor does not grant to the Publisher the e-book rights.

2. Translation
2.1 The Publisher shall produce, at its cost, a faithful translation of the Work from English language. This translation shall not be duplicated, lent, rented, or sold by the Publisher to any third parties.

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2.2 The Proprietor reserves the right to approve said translation, such approval shall not be unreasonably withheld. Rights to the **Russian** translation belong to the Publisher.

3. Manufacture, use of illustrations

3.1 The Publisher shall print and produce its edition of the Work using a complete set of digital files from the Proprietor.

3.2 The Publisher shall settle any and all matters related to the physical manufacture of their edition of the Work with the printer of its choice. The Proprietor assumes no responsibility for any obligation by either party covered by the terms of the contract between the Publisher and its printer. Once the work is published, the Publisher will inform the Proprietor in writing of the technical specifications (paper stock, binding material, etc.) of said edition. At the same time the Publisher shall inform the Proprietor of the exact publication date of the work, its retail price and the number of copies printed

3.3 No modification to the art work, design or trim size of the Proprietor's edition shall be made without former consent. Without this agreed approval the publisher is not allowed to start printing.

3.4 Prior to the manufacture of the Publisher's edition, the Publisher shall provide the Proprietor with the cover design and the inner layout for the Proprietor's approval; such approval shall not be unreasonably withheld.

4. Royalty

4.1 The Publisher shall pay to the Proprietor a non-returnable advance against all earnings of [redacted] for digital files, due on signature of this agreement.

4.2 The royalty rate will be [redacted] of Publisher's retail price for every copy sold (excluding VAT). The Publisher's retail price has been established at approximately [redacted] The estimated first print run will be **5000 copies per title**.

5. Copyright

5.1 The exact copyright notice of the Publishers' edition shall read:

Colours in Nature:

© Designed by B4U Publishing,
member of Albatros Media Group, 2019
Authors: Jana Sedláčková, Štěpánka Sekaninová
Illustrator: Magdalena Konečná
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All rights reserved

Colours of Habitats:

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Authors: Jana Sedláčková, Štěpánka Sekaninová
Illustrator: Magdalena Konečná
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Authors: Jana Sedláčková, Štěpánka Sekaninová
Illustrator: Magdalena Konečná
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5.2 The original English title and the copyright notice shall be printed either beneath the translated title or on the same position as the Publisher's own copyright notice of every copy issued in translation along with the names of authors.
5.3 The Publisher shall send a copy of the final copyright page of its edition for the Proprietor's approval prior to printing, which approval shall not be unreasonably withheld.

6. Payments
6.1 This Agreement shall only come into effect when the payments due have been received by the Proprietor.
6.2 All payments by the Publisher are to be wire-transferred directly to the Proprietor's bank account as follows: **Raiffeisenbank a.s., address: Hvězdova 1716/2b, 140 78 Praha 4, Czech Republic. SWIFT (BIC): [redacted] IBAN: [redacted]**
6.3 All such payments shall be without any deduction in respect of taxation, exchange control or otherwise. The Publisher agrees to cover their bank charges and the Proprietor agrees to cover their bank charges.

7. Publishing Date
7.1 The Publisher shall publish its edition of the Work no later than **12 months** from the date of this Agreement. Should the Publisher fail to fulfil this requirement, all rights granted hereunder shall automatically and at once revert to the Proprietor, and any payment made by the Publisher under the terms of this Agreement shall be forfeited, without prejudice to any further claim which the Proprietor may have.

8. Duration
8.1 The term of this Agreement is for **5 (five) years**, beginning from the date of this Agreement and ending **March 3rd, 2026**. Should the Publisher want an extension of the term of this Agreement, they shall so notify the Proprietors in writing at least 3 (three) months prior to the expiration date, approval of which request shall not be unreasonably withheld.

9. Complimentary Copies
9.1 [redacted] complimentary copies of the Publisher's first edition shall be sent to the following address:

Albatros Media, a.s
Att. Tomáš Jodas
Na Pankráci 30/1618
140 00 Praha 4, Czech Republic

10. Statements of Sales
The Publisher shall render detailed statements of account once a year (December 31st), and send such statements, to the following e-mail foreignsales@albatrosmedia.cz within 2 (two) months thereafter:

These Statements of Sales must clearly indicate:
- the number of copies printed during the accounting period
- the number of copies sold during the accounting period
- the number of royalty-free copies used during the accounting period
- the exact stock position per December 31st

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If the Publisher fails to rend such statements and make any payments required by this Agreement within 1 (one) month of a written demand by the Proprietor, then this Agreement shall terminate and the rights herein granted to the Publisher shall automatically and at once revert to the Proprietor without prejudice to any further claim for monies due to the Proprietor.

11. Accounting and Auditing

11.1 The Proprietor shall have the right upon written request, to examine the books of account of the Publisher, insofar as they relate to the Work, during normal business hours, not more than once a year; such examination shall be at the cost of the Proprietor unless errors of accounting amounting to 5% (five percent) or more of the total sum paid to the Proprietor shall be found to his disadvantage, in which case the cost shall be borne by the Publisher. The examination will be done by the Proprietor's agents or accountant.

12. Sales and Marketing Material

12.1 All sales and marketing material created by the Publisher for the sole purposes of promoting and publicizing the Work shall be approved first by the Proprietor; such approval shall not be unreasonably withheld. The proper copyright information shall be used on everything, as mentioned in clause 5.1 of this agreement. The Publisher may use up to 1,000 words and ten images from the Work in their promotion.

13. Warranty

13.1 The Proprietor hereby warrants to the Publisher that they have the right to grant the rights hereunder, that the Work does not violate any existing copyright and that they will indemnify the Publisher against any loss, injury or damage, including any legal costs or expenses properly incurred by the Publisher in consequence of any breach of this warranty.

14. Bankruptcy or Violation

14.1 In the event the Publisher becomes bankrupt or violates any clause of this Agreement and fails to rectify such violation within 1 (one) month after the Proprietor's written notice to do so, this Agreement becomes null and void and the rights herein granted to the Publisher shall automatically and at once revert to the Proprietor without prejudice to any further claims for monies due to the Proprietor.

15. Assigning of Rights to Third Parties

15.1 The rights herein granted are licensed solely to the Publisher and may not be transferred, assigned or sublicensed to any other party without the prior written consent of the Proprietor.

16. Governing Law

16.1. This Agreement shall be governed by and interpreted in accordance with the laws of the Czech Republic.

16.2 The contractual parties expressly agree that all disputes which may arise from this contract and in connection with it shall be dealt with finally by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agrarian Chamber of the Czech Republic in accordance with its Rules and Regulations by one arbitrator being appointed by the President of the Arbitration Court. This court is competent to deal with disputes which may arise from this contract.

The contractual parties declare that they read the contract before signing, that they agree with it, and that this contract was drawn up according to their free will, that it was not concluded under duress or under unilaterally disadvantageous conditions. In witness whereof, the contractual parties attach their signatures hereto.

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Na Pankráci 30/1618, 140 00 Praha 4

ALBATROS MEDIA
5. května 1746/22
140 00 Praha 4
Czech Republic
Tel.: +420 261 397 200
IČ: 28377141
DIČ: CZ28377141

Signature

TOMÁŠ JODAS

Name

«ИЗДАТЕЛЬСТВО ФОЛИАНТ»

Signature

Nurlan Issabekov

Name

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