MEMORANDUM OF AGREEMENT made on July 19, 2022

Between **Allen and Unwin PTY Limited** ABN 79 003 994 278 of **83 Alexander Street CROWS NEST, NSW 2065, Australia** (hereinafter called "the Proprietor"), working in conjunction with Synopsis Literary Agency of office 404, Leninsky prospect 111, bld 1, 119421 Moscow, Russia (hereinafter called "the Agents")

And **Foliant Publishers** of Sh.Aimanov street 13, Nur-Sultan 010000, Kazakhstan (hereinafter called "the Publisher").

WHERE IT IS MUTUALLY AGREED AS FOLLOWS:

1. Subject to the terms and conditions set forth below, the Proprietor hereby grants to the Publisher for a period of **5 (five) years** from the date of this Agreement the exclusive licence to translate, print, publish and sell through the regular trade channels in **volume** form in the **Russian** language throughout the world (hereinafter called "the Territory") an original work entitled:

OUCH: Tales of Gravity
(hereinafter called "the said Work")
by Andy Hardiman and Kate Simpson
(hereinafter called "the Author"),

At the end of this period, all rights shall revert to the Proprietor.

2. The Proprietor hereby warrants to the Publisher that the said Work is an original work and that it is in no way whatever a violation of any existing copyright. The Proprietor further warrants that it has full power to enter into this Agreement.

3. The Publisher shall pay to the Proprietor a non-returnable payment as the minimum guaranteed royalty of **USD$800.00 (Eight Hundred US Dollars),** payable on signature of this Agreement, on account of the following royalties, based on the Publisher's selling price:

8% on each copy up to 2000 copies of the said Work sold and 10% on each copy of the said Work sold thereafter;

All royalties due shall be converted into **USD$** at the current **Kazakh** Central Bank's exchange rate on the accounting date agreed in clause 10. The payment due on signature shall be paid within **45 days** from the date of the invoice issued by the Proprietor's Agent and shall not be refundable should the Publisher fail to publish the said Work in the **Russian** language. Receipt of this payment by the Proprietor shall be a condition of this licence coming into effect.

4. The Publisher undertakes that the translation of the said Work shall be made faithfully and accurately and that abbreviations or other alterations shall not be made to the text or title of the said Work except with the prior written consent of the Proprietor who reserves the right to inspect the translation on request prior to publication. If at any time after the publication of the Publisher's edition of the said Work the Proprietor shall issue a revised or further revised edition and shall send a copy of it to the Publisher, then the Publisher shall not, without the written consent of the Proprietor, print further copies of their current edition without incorporating the revised matter therein.

5. The Publisher shall publish their edition of the said Work within **eighteen (18) months** of the date of this Agreement, unless otherwise mutually agreed, failing which all rights shall revert to the Proprietor without prejudice to any monies paid or then due. The Publisher shall notify the Proprietor of the exact publication date, number of copies printed and the Publisher's selling price. Within 3 (three) months after the first publication the Publisher shall send 8 (eight) free copies of the said Work direct to **Allen & Unwin PTY Limited** at the above address, another 3 (three) free copies will be made available for the Synopsis Literary Agency of office 404, Leninsky prospect 111, bld 1, 119421 Moscow, Russia. The Publisher shall inform the Proprietor of any reprint or new edition of the said Work and on publication the Publisher shall forward three (3) free copies of the said Work direct to **Allen & Unwin PTY Limited** and two (2) free copies to Synopsis Literary Agency. The Proprietor shall have the right to purchase additional copies of the said translation at the Publisher's lowest price for which the Publisher shall at said time sell copies of it to the trade.

6. The names of the Author and the Writer-Illustrator shall appear in due prominence on the title page and on the binding of every copy printed and on all advertisements of the said Work issued by the Publisher or their agents. The original title of the said Work shall appear in English beneath the Publisher's title or on the back of the title page of every copy issued. The Publisher shall take all steps necessary to protect the copyright in the said Work and shall print the copyright notice on the back of the title page in English in the following form:

Copyright © Text, Kate Simpson 2022
Copyright © Illustrations, Andy Hardiman 2022
First published in the English language by Allen & Unwin Australia in 2022

In addition, the Publisher shall print the following acknowledgment to the Proprietor: "This edition published by arrangement with **Allen & Unwin** and Synopsis Literary Agency".

7. The Publisher shall not assign this licence nor issue the said Work under any imprint other than its own without the written permission of the Proprietor. No advertisement shall be included in the Publisher's edition of the said Work without Proprietor's prior written consent.

8. This Agreement covers the use of any illustrations and cover art included in the said Work. The Publisher shall pay a separate fee of **USD$ 300.00 (three hundred US dollars)** for the production files that shall be used only in the Russian edition of the said Work.

9. All rights in the said Work not specifically granted in this Agreement, whether now known or hereafter devised, including but not restricted to the book club rights are reserved to and by the Proprietor or the Author and Writer-Illustrator. No subsidiary rights are granted under this Agreement.

10. Accounts of sales of the said Work shall be made twice a year for each period ending on the following dates: June 30 and December 31. These accounts shall be delivered IN DUPLICATE and settled within 2 (two) months thereafter. Accounts of sales of the said Work shall be made to the Proprietor even if no monies are due. Such accounts shall show the Publisher's selling price, the royalty percentage, the **Kazakh** Central Bank's exchange rate prevailing on June 30 and December 31, the number of copies printed and the number of copies remaining in stock of all editions of the said Work~~s~~. No debit balance arising in the Publisher's favour under the terms of other agreements with the Proprietor for the said Work or other works shall be offset by the Publisher against any credit balance arising in the Proprietor's favour under the terms of this Agreement.

11. On remainder copies sold by the Publisher at or below cost no royalty shall be payable to the Proprietor but no such remainder copies shall be sold within a period of 18 (eighteen) months from the date of initial publication of the Publisher's edition of the said Work. The Publisher shall inform the Proprietor in writing of their intention to remainder and the Proprietor shall have the right to purchase copies at the remainder price. Upon remaindering, all rights granted herein shall thereupon revert to the Proprietor without prejudice to the Proprietor's claim for damages or to any monies paid or then due. On copies sold above cost the Publisher shall pay to the Proprietor the same royalty as stipulated in Clause 3 of this agreement.

12. The Proprietors appoint Synopsis Literary Agency of office 404, Leninsky prospect 111, bld 1, 119421 Moscow, Russia, as their representatives in the business contracted herein. Synopsis Literary Agency is fully authorized by the Proprietors to act on their behalf to protect the Proprietor's rights related to the said Work, to prevent piracy of the Proprietors copyrights, to take legal action in order to obtain compensation for damages on behalf of the Proprietors, to ensure the obligations of this license are carried out, and is fully authorized by the Proprietors to collect all monies due to the Proprietors under this agreement. Synopsis Literary Agency is permitted to retain 10% (ten per cent) of such monies for services rendered and is wholly responsible for remitting 90% (ninety per cent) of all monies due under this agreement to the Proprietors.

All the money due under this Agreement shall be paid as follows:

10% (ten percent) of each payment made and due under the term of this Agreement shall be paid by the Publisher at the Publisher's expense to Synopsis Literary Agency of office 404, Leninsky prospect 111, bld 1, 119421 Moscow, Russia as Agents' commission for services submitted to the Proprietor on signature and execution of the present Agreement:

Account Name:	OOO "Synopsis Literary Agency" INN7729423085 / KPP 772901001
Bank name:	AO RAIFFEISEN BANK
Account Number:	**40702840500000034545 (USD$)**
Sorting Code:	30101810200000000700
BIC:	044525700
SWIFT:	**RZBMRUMM**

90% (ninety percent) on each payment due under this Agreement shall be paid at the Publisher's expense into the account of:

A/c name: Allen and Unwin Pty Limited
A/c number: ALUNNUSD01
National Australia Bank
Level 36
100 Miller Street
North Sydney NSW 2060
AUSTRALIA
Swift Code: NATAAU3302S
Tax ID: ABN 79 003 994 278

The Publisher undertakes that all payments to the Proprietor via the Agents shall be free of any bank or transfer charges. Furthermore, the Publisher shall reimburse any bank charges incurred as a result of payments to the Proprietor.

13. This Agreement shall automatically terminate without prejudice to any further claim which the Proprietor may have for monies due or damages and/or otherwise:

a) If the Publisher is declared bankrupt or take advantage of any insolvency law;
b) If the Publisher fails to publish their edition of the said Work within the period stipulated in Clause 5;
c) If the Publisher fails to render payments and/or accounts of sales as agreed in Clauses 3 and 10 above;
d) If at any time after the date of publication of the said Work the Publisher allows either volume of the said Work to go out of print or off the market to the extent of having less than 150 (one hundred and fifty) copies in stock and the Publisher does not bring out a new edition within 6 months of the receipt of the written notice from the Proprietor.
e) If the Publisher violates any terms of this Agreement.

14. An electronically signed copy of the contract or a signed copy of the contract, which the parties exchange electronically using DocuSign or AdobeSign (for example, pdf or fax of the signed contract) is recognized by the parties as valid and binds the parties to the contract, subject to the subsequent exchange and submission of the paper signed version of the contract.

15. The contents of this Agreement shall be ruled, governed and interpreted according to the laws of the state of New South Wales, Australia and any dispute between the parties hereto not resolved by arbitration or agreement shall be submitted to the jurisdiction of those courts.

AS WITNESS THE HANDS OF BOTH PARTIES

PUBLISHER:

Nurlan Issabekov (Aug 25, 2022 09:13 GMT+6)

PROPRIETOR:

Tom Gilliatt (Aug 15, 2022 09:14 GMT+10)

AU - Foliant - Hardiman - Ouch (002)

Final Audit Report 2022-08-25

Created:	2022-08-22
By:	Boyd Spradbury (boyds@allenandunwin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9L2-Ty2K1i9TfdNywyUhucs56xFL0zAo

"AU - Foliant - Hardiman - Ouch (002)" History

Document created by Boyd Spradbury (boyds@allenandunwin.com)
2022-08-22 - 2:57:27 AM GMT- IP address: 159.196.168.104

Document emailed to tomg@allenandunwin.com for signature
2022-08-22 - 2:58:38 AM GMT

Email viewed by tomg@allenandunwin.com
2022-08-24 - 11:13:59 PM GMT- IP address: 101.190.84.88

Signer tomg@allenandunwin.com entered name at signing as Tom Gilliatt
2022-08-24 - 11:14:28 PM GMT- IP address: 101.190.84.88

Document e-signed by Tom Gilliatt (tomg@allenandunwin.com)
Signature Date: 2022-08-24 - 11:14:29 PM GMT - Time Source: server- IP address: 101.190.84.88

Document emailed to Nurlan Issabekov (rights@foliant.kz) for signature
2022-08-24 - 11:14:35 PM GMT

Email viewed by Nurlan Issabekov (rights@foliant.kz)
2022-08-25 - 3:13:22 AM GMT- IP address: 45.8.118.64

Document e-signed by Nurlan Issabekov (rights@foliant.kz)
Signature Date: 2022-08-25 - 3:13:47 AM GMT - Time Source: server- IP address: 45.8.118.64

Agreement completed.
2022-08-25 - 3:13:47 AM GMT

Adobe Acrobat Sign