

# Agreement on Copyright Authorization

Authorizing Party (hereafter referred to as Party A): **Fordevind Publishing House**

Address: Izmailovsky prospect, 29, 190005, Saint Petersburg, Russia

Post address: 196128, box 79, Saint-Petersburg, Russia

Publisher (hereafter referred to as Party B): **Shanghai Chuman Network Technology Co., Ltd.**

Address: Room 306, No. 88 Guangzhong Road, Hongkou District, Shanghai, China

Agent (hereafter referred to as Party C): **Rightol Media Limited**

Address: 1408, Building A, No.98 Guanghua North Third Road, Chengdu, China.

This agreement is made by and between above three Parties through friendly negotiations with respect to the copyright authorization, publication and relevant matters of the simplified Chinese version of the following books:

**Пираты Кошачьего моря: На бордаж! (The Cat's Sea pirates: Full aboard!)**

**Пираты Кошачьего моря: Остров забытых сокровищ (The Cat's Sea pirates: The Island of Lost Treasure)**

**Пираты Кошачьего моря: Мумия Мятежника (The Cat's Sea pirates: Rebel Mummy)**

**Пираты Кошачьего моря: Капитан Джен (The Cat's Sea pirates: Captain Jen)**

**Пираты Кошачьего моря: Сундук для императора (The Cat's Sea pirates: Chest for Emperor)**

(the authors are Аня Амасова; Виктор Запаренко (Anya Amasova and Viktor Zaparenko), hereafter referred to as "the Work" even if several individual works or a series of work are concerned). The parties hereto agree as follows:

## **1、 Undertakings of Party A on the copyright-authorizing qualification of the simplified Chinese Version of the Work:**

1.1 Party A undertakes that party A has already been authorized and granted by the author of the Work and all copyright owners to possess the right of copyright authorization concerning the simplified Chinese version of the Work. Meanwhile, Party A also undertakes that the work shall not infringe the copyright of other works or violate the *Berne Convention*, *World Copyright Convention* and other relevant copyright statute.

1.2 In the event during the process of exercising authorized rights that Party B cannot normally exercise the rights

authorized in this agreement or the interest of the third party is damaged due to Party A's violation of Clause 1.1, Party A shall refund all royalties paid by Party B, and provided that Party B suffers consequent losses, Party A shall pay for all compensations and take joint responsibilities.

**2、 Party A grants the copyright of the work in simplified Chinese version to Party B within the following scope. All rights in the Work, other than those specifically granted to the Party B hereunder, are reserved by Party A:**

- 2.1 Party B is exclusively granted to translate and publish the simplified Chinese version of the Work in paperback form throughout Chinese mainland excluding Taiwan, the Hong Kong S.A.R. and the Macau S.A.R. The authorization period starts from the effective date of this agreement after signing, with duration of 5 years in total.
- 2.2 All rights in the Work, other than those specifically granted to the Party B under Clause 2.1, are reserved by Party A.
- 2.3 Party A agrees that Party B can partly serialize the Work through relevant media for the purpose of publicizing the Work instead of making profit. Nevertheless, the serialized part shall not be more than 1/5 of the text of the Work.

**3、 Party B agrees to pay with royalties and the calculation formula of royalties is: Price of a Single Book (RMB) × Royalty Rate (%) × Printing Amount:**

- 3.1 The amount of first printing shall not be less than 9000 copies of each title; Price of a single book shall not be less than RMB 18 Yuan, RMB 90 Yuan for 5 titles in total .
- 3.2 Royalties shall be paid at the rate of 7% in accordance with real printing amount.
- 3.3 Party B's one-off advance payment of royalties shall be RMB 11340 Yuan per title, RMB 56700 Yuan for 5 titles in total, which is non-returnable but can be deducted from the first royalty payment.
- 3.4 Following the publication, in the event that the real price and printing amount is beyond expectation under the Clause 3.1 of this agreement, Party B should make up the difference part at the first settlement of royalties account in the same year, in respect of reprinting and overprinting, royalties shall be paid at the agreed royalty rate in accordance with real price and printing amount under the Clause 3.2 of this agreement.
- 3.5 Party B's one-off payment for using files and disks shall be RMB 1500 Yuan per title, RMB 7500 Yuan for 5 titles in total.

**4、 Party A and Party B agree to provide relevant documents with respect to the copyright authorization and pay royalties as follows:**

- 4.1 Within 30 days after signing the agreement, Party A shall deliver 2 sample books of original version and relevant materials concerning the authorization as well as the disk storing electronic documents of the Work to Party C. While Party C shall deliver them to Party B in accordance with Clause 4.4 of this agreement.
- 4.2 Within 15 working days after the signing of this agreement, Party B shall pay Party A RMB 64200 Yuan in total for advance payment of royalties and digital files fee. Party B shall remit the full amount of the fees to the designated account of Party C and Party C shall be responsible for receiving and transferring relevant fees including royalties.
- 4.3 For the purpose of Clause 4.2 of this agreement, the agreed amount of money shall be the amount of money remitted to Party C's account by Party B. After receiving all royalties, Party C shall pay Party A by exchanging Chinese currency for US dollars at the exchange rate on the remittance date after deducting tax 15.7% (the percentage may change based on the Chinese policy) and relevant fees under the agreement made with Party A. Meanwhile, Party B shall receive commercial original invoice from Party C after Party C receives the remittance.
- 4.4 After signing the agreement, Party C, on behalf of Party A, shall provide 2 original sample books of the Work and relevant authorization materials to Party B. After receiving the full payment, Party C, representing Party A, shall deliver the disk storing electronic documents of the Work to Party B.
- 4.5 The disk storing electronic documents of the Work contains text with format in InDesign form, images (including the cover , all images are required to be layered and original) and so on.
- 4.6 In case Party B fails to pay the full amount of royalties on time in accordance with the agreement, Party A shall have the right to terminate this agreement in real time and retract the authorization as well as require Party B to send back all documents such as sample books to Party C. Party B shall pay for the penalty of 50% of the advance payment of royalties, i.e., RMB 28350 Yuan under the terms of this agreement.
- 4.7. In the case that Party B didn't receive all the digital files of the Work from Party A within 45 days after Party B's payment in clause 4.2, this contract is invalid automatically, and Party A shall return all the payment in this contract RMB 64200 Yuan to party B. Party C shall have the duty to urge Party A return the payment.

**5、 Party A and Party B agree to deal with matters concerning the publication of the Work in accordance with**

**following agreement:**

- 5.1 Party B shall complete the translation and publication of the simplified Chinese version of the Work within 18 months after signing the agreement and inform Party A of the publishing date within 10 days after the publication. After publication, Party B shall truthfully submit to Party A the printing and sales report of the last year (from January 1st to December 31st) before January 31st with respect to the Work. In case additional royalties needs to be paid, the payment should be completed within 30 days after submitting the report for each time.
- 5.2 In respect of the publication, the translation of the Work shall be faithfully and correctly made and at Party B's expense.
- 5.3 Party B undertakes to respect the completeness of the work. Party B shall, with consent of Party A, conduct necessary addition, abbreviation, alteration and proper packing based on the local differences (including political difference and expressive difference of languages) so as to guarantee the successful publication and promotion of the simplified Chinese version of the Work. In respect of Party B's application for addition, abbreviation, alteration and proper packing, Party A, in case of lack of any special reason, shall approve and acknowledge the authenticity of the simplified Chinese version of the Work.
- 5.4 Party B undertakes to respect the signature right of the authors: Anya Amasova, Viktor Zaparenko. Party B shall display the author's name on the notable places such as the cover, the jacket, the title page and copyright page as well as relevant promotion materials in accordance with publication norms.
- 5.5 Party B shall display following information on the copyright page for the publication:

- 1) © 2012, Fordevind Publishing House, Saint-Petersburg — all rights reserved —  
Original title: Пираты Кошачьего моря: На бордаж!
- 2) © 2012, Fordevind Publishing House, Saint-Petersburg — all rights reserved —  
Original title: Пираты Кошачьего моря: Остров забытых сокровищ
- 3) © 2010, Fordevind Publishing House, Saint-Petersburg — all rights reserved —  
Original title: Пираты Кошачьего моря: Мумия Мятежника
- 4) © 2012, Fordevind Publishing House, Saint-Petersburg — all rights reserved —  
Original title: Пираты Кошачьего моря: Капитан Джен
- 5) © 2015, Fordevind Publishing House, Saint-Petersburg — all rights reserved —  
Original title: Пираты Кошачьего моря: Сундук для императора

The simplified Chinese translation rights arranged through Rightol Media (本书中文简体版权经由锐拓传媒取得 Email:copyright@rightol.com)

- 5.6 Each time of printing, Party B shall specify the printing quantities at the copyright page.
- 5.7 Before printing, Party B shall submit the Cover and copyright page and one double page out of the interior work of the simplified Chinese version of the Work to Party C for verification so as to guarantee that the publication conforms to each norm under the terms of this agreement.
- 5.8 Party B shall give Party A and Party C 5 sample books (10 in total) of the simplified Chinese version respectively for free, in respect of reprinting or overprinting, Party B should give 3 sample books (6 in total) to Party A and Party C respectively for each time. In the event that Party A intends to purchase the published books of the simplified Chinese version with purchasing amount from 10 to 50 for each printing, Party B agrees to supply the books at a discount of 50% from the retail price to the purchaser.
- 5.9. The Licensee shall notify the Proprietor as soon as its first edition or any subsequent editions have been sold down to 10 percent of the edition. If the Licensee does not then issue a new edition of the work within 12 months, this Agreement shall terminate for the title which is out of print, and the Proprietor shall be free to dispose of the rights in this title elsewhere.

#### **6、 Effectiveness, Termination, Disputes and Liability for Breach of this Agreement:**

- 6.1 This agreement is made in triplicate which indicates the truthful intentions of three Parties, each copy being equally authentic, and each Party shall hold one copy. This agreement shall come into effect after three Parties sign (signature or sealing).
- 6.2 In any of the following circumstances, Party A have right to terminate this agreement immediately, and all authorized rights granted to Party B shall automatically revert to Party A.
1. if Party B be declared bankrupt or dissolution
  - 2.if the Translation goes out of print or off the market for three (3) months running, but Party B fail to reprint
  - 3.if Party B fail to comply with any of the provisions of this Agreement
- 6.3 Provided that addition, abbreviation and alteration are needed or supplementary agreement with respect to matters unspecified is needed during the process of implementing the agreement, three parties shall sign the written memo together.
- 6.4 In the event that Party B intends to renew the agreement after the authorization expires under this agreement, Party B shall notify Party C in writing three months before the agreement expires and Party B shall have

preferential agreement-renewing rights under same conditions. If renewal of the agreement is failed after expiration, all authorized rights granted to Party B shall automatically revert to Party A.

6.5 After the authorization of this agreement expires, Party B cannot publish this Work. Nevertheless, Party B shall have the right to sell remaining publication in stock within 12 months.

6.6 This agreement shall be interpreted based on *Berne Convention* and *World Copyright Convention*. Any disputes arising from or related to this agreement, in respect of the failure of negotiation, shall be submitted to Chengdu Qingyang District People's Court in Chengdu, Sichuan Province, China for prosecution. The prosecution results are binding upon three parties.

\*\*\* End of the agreement\*\*\*

Authorizing Khoreva Anna, SEO

Party Fordevind Publishing House

By:



Date:

20.02.2017

Publisher: Shanghai Chuman Network Technology Co., Ltd.

By:



Date:

2017.3.6



Agent:

成都锐拓传媒广告有限公司

Rightol Media Limited

By:



Date:

2017.3.10

