

## Agreement on Copyright Authorization

Between **Anna Khoreva** (pen name "Anya Amasova"), passport No \_\_\_\_\_, issued by the Federal Migration Service 78039 19/07/2017, address: Russia, St.Petersburg, Kondratievskii avenue, bild. \_\_\_\_\_, box \_\_\_\_\_, 195197 (Tel +7- \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ . Email: \_\_\_\_\_@mail.ru), hereinafter called "The Proprietor"

And **Shanghai Chuman Network Technology Co., Ltd.**, Room 306, No. 88 Guangzhong Road, Hongkou District, Shanghai, 200083, China (TEL+86- \_\_\_\_\_ - \_\_\_\_\_ FAX+86- \_\_\_\_\_ - \_\_\_\_\_ Email : \_\_\_\_\_@qq.com), hereinafter called the "Publisher".

The Proprietor hereby grants to the Publisher the sole and exclusive license to translate, publish, print and sell the work of fiction entitled:

*Пираты Кошачьего моря. 7 книга: Жребий брошен (The Cat's Sea pirates BOOK 7: Die is cast) by*  
Аня Амасова & Виктор Запаренко (Anya Amasova and Viktor Zaparenko)  
(hereinafter called "the Work").

This agreement is made by and between the above two parties through friendly negotiations with respect to the copyright authorization, publication and relevant matters of the simplified Chinese version of the Work. Both parties hereto agree as follows:

### 1. Undertakings of the Proprietor on the copyright-authorizing qualification of the simplified Chinese Version of the Work:

1.1 The Proprietor undertakes that it 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, the Proprietor 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. At the request of the Publisher, the Proprietor shall provide copies of documents confirming the right to dispose of intellectual property objects that are part of the rights transferred to the Publisher.

1.3 In the event that the Publisher cannot normally exercise the rights authorized in this agreement due to the Proprietor's violation of Clause 1.1, the Proprietor shall refund all sums of money paid by the Publisher in a month since the Proprietor received the Publisher's written notice (including but not limited to the form of Email, letter) , and provided that the Publisher suffers consequent losses, the Proprietor shall pay the Publisher for all compensations and take joint responsibilities.

### 2. The Proprietor grants the copyright of the Work in simplified Chinese version to the Publisher within the following scope:

2.1 The Publisher is exclusively granted to translate, publish, print and sell the simplified Chinese version of the Work in paperback form throughout Chinese mainland excluding Taiwan, Hong Kong S.A.R. and Macau S.A.R.. The authorization period starts from the effective date of this agreement after signing, with duration of 5 (five) years in total.

2.2 All rights in the Work, other than those specifically granted to the Publisher under Clause 2.1, are reserved by the Proprietor.

2.3 The Proprietor agrees that the Publisher 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 1/2 of the text of the Work.

### 3. The Publisher agrees to pay with royalties and the calculation formula of royalties is: The Fixed Price printed on Book Cover of a single book (RMB) × 50% × Royalty Rate (8%) × Sales Amount:

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

3.1 The publisher agrees that the Wholesale Price shall not be more than 40% of the Fixed Price printed on Book Cover, and the Retail Price shall not be more than 50% of the Fixed Price printed on Book Cover. The amount of first printing shall not be less than 9000 copies. The Fixed Price on Book Cover of a single book shall not be less than RMB 36 Yuan.

3.2 Royalties shall be paid at the rate of 8% in accordance with sales amount.

3.3 The Publisher's one-off advance payment of royalties shall be RMB 12960 Yuan, which is non-returnable (excluding Clause 1.3) but can be deducted from the royalty payments.

3.4 The advance payment specified in the clause 3.3 and the payment for the use of the files specified in the clause 3.7 shall be transferred to the Proprietor not later than 20 days after the materials specified in the clause 4.1 are provided.

3.5 Immediately following first publication of the Work, the Publisher shall render annual statements of account as of December 31st and shall mail such statements to the Proprietor within ninety (90) days of that date together with the payment of all sums due thereon. All statements rendered to the Proprietor hereunder shall specify the retail and wholesale price, the royalty percentage, the number of copies printed, the number of copies remaining in stock, and the number of copies sold.

3.6 No royalties shall be payable on copies of Publisher's edition of the Work destroyed by Publisher or distributed for review, advertising or publicity or as samples, provided such number shall not exceed five percent (5%) of the total print run.

3.7 The Publisher's one-off payment for using files shall be RMB 1500 Yuan.

**4. The Proprietor and the Publisher agree to provide relevant documents with respect to the copyright authorization and pay royalties as follows:**

4.1 Within 15 days after signing of the agreement the Proprietor shall mail 2 (two) sample books to the Publisher and send link to the folder with the necessary files and the invoice to the Publisher's email address (45198603@qq.com). The Publisher confirms the receipt by a reply letter, and within the next 20 days transfers the advance payment after the received documents in email have been checked. The folder must contain:

- PDF file with the book layout for reading and translation;
- the book layout file in Adobe InDesign format (Version 3.0 or earlier);
- two endpapers layout files;
- folder with authenticated illustrations prepared for printing;
- folder with originals of layered illustrations.

4.2 Within 20 working days after the Publisher receives the commercial invoice from the Proprietor, the Publisher shall pay the Proprietor RMB 14460 Yuan in total for advance payment of royalties and digital files fee. After deducting tax and relevant fees charged by the bank, the Publisher shall remit the remaining sum of money to the designated account of the Proprietor as follows:

ACCOUNT NAME : KHOREVA ANNA VIKTOROVNA  
 ACCOUNT NUMBER : 4081 7840 2028 6000 1466  
 INTERMEDIARY : JPMORGAN CHASE BANK  
 BANK ADDRESS : N.A., NEW YORK, NY, US  
 SWIFT CODE : CHASUS33  
 ACCOUNT WITH INSTITUTION: AVANGARD BANK  
 BANK ADDRESS: MOSCOW, RU  
 SWIFT CODE : AVJSRUMM

4.3 The parties agreed that payment is made in US Dollars at the exchange rate of the bank of the Chinese Publisher on the day of transfer. In accordance with the Agreement between the Government of the

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 Date: \_\_\_\_\_

Russian Federation and the Government of the People's Republic of China for the avoidance of double taxation, as well as the practice of automatic tax withholding by the national computer system of China, the parties agreed that the tax should be paid on the territory of China. The Publisher is committed to provide the Proprietor with the information on the US Dollar / Yuan exchange rate on the day of the transfer of funds as well as a document on the amount of tax paid.

4.4 In the absence of an annual report as of December 31st before January 31st and / or transfer of funds on it by March 31st, the Proprietor has the right to terminate the agreement.

**5. The Proprietor and the Publisher agree to deal with matters concerning the publication of the Work in accordance with following agreement:**

5.1 The Publisher shall complete the translation and publication of the simplified Chinese version of the Work within 18 months after signing the agreement and inform the Proprietor of the publishing date within 10 days after the publication.

5.2 In respect of the publication, the translation of the Work shall be faithfully and correctly made and at the Publisher's expense.

5.3 The Publisher undertakes to respect the completeness of the Work. The Publisher shall, with consent of the Proprietor, 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 the Publisher's application for addition, abbreviation, alteration and proper packing, the Proprietor, in case of lack of special reason, shall approve and acknowledge the authenticity of the simplified Chinese version of the Work.

5.4 The Publisher undertakes to respect the signature right of the authors: Anya Amasova, Viktor Zaparenko. The Publisher 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 The Publisher shall display following information on the copyright page for the publication:

Original title: П и р а т ы К о ш а ч ь е г о м о р я : Ж р е б и й  
б р о ш е н !  
© Anya Amasova, Viktor Zaparenko, 2020  
Simplified Chinese Translation Copyright © 202\*, by Shanghai Chuman Network  
Technology Co., Ltd.

5.6 The Publisher shall give the Proprietor 3 sample books of the simplified Chinese version for free. In respect of reprinting or overprinting, the Publisher sends 1 sample book to the Proprietor for each time within a month.

5.7 Before printing, the Publisher 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 the Proprietor for verification so as to guarantee that the publication conforms to each norm under the terms of this agreement.

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

6.1 This agreement is made in duplicate which indicates the truthful intentions of both parties, each copy being equally authentic, and each party shall hold one copy. This agreement shall come into effect after both parties sign (signature or sealing).

6.2 In any of the following circumstances, the Proprietor have right to terminate this agreement immediately, and all authorized rights granted to the Publisher shall automatically revert to the Proprietor:

a) if the Publisher be declared bankrupt or dissolution

b) if the Translation goes out of print or off the market for eighteen (18) months running, but the Publisher fail to reprint

6.3 Provided that addition, abbreviation and alteration are needed or supplementary agreement with

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respect to matters unspecified is needed during the process of implementing the agreement, both parties shall sign the written memo together.

6.4 In the event that the Publisher intends to renew the agreement after the authorization expires under this agreement, the Publisher shall notify the Proprietor in writing three months before the agreement expires and the Publisher shall have preferential agreement-renewing rights under same conditions. As to the E-book and Audio-book copyright of all the The Cat’s Sea pirates series , or the publication of any new title of The Cat’s Sea pirates series, the Publisher shall have preferential rights under same conditions.

6.5 After the authorization of this agreement expires, the Publisher cannot publish this Work. Nevertheless, the Publisher shall have the right to sell remaining publication in stock within 18 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 Shanghai Hongkou District People’s Court or in Kalininsky District Court of St. Petersburg for prosecution. The prosecution results are binding upon both parties.

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

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