

MEMORANDUM OF AGREEMENT

Effective of 15 day of April 2019 ('the Agreement') between

PENGUIN BOOKS LTD whose registered office is situated at
80 Strand
London
WC2R 0RL
England

{hereinafter called 'the Proprietor') which expression shall, where the context admits, include the Proprietor's successors in business or assigns as the case may be of the one part

and

Středisko společných činností AV ČR, v.v.i., nakladatelství Academia of

Národní 3
110 00 Praha 1
Czech Republic

(hereinafter called 'the Publishers') which expression shall, where the context admits, include the Publishers' successors in business or assigns as the case may be of the other part.

WHEREAS the Proprietor owns or is otherwise entitled to exploit the rights in the Work and wishes to grant to the Publishers the right to translate, print, publish, distribute and sell a translated version of the Work in accordance with the provisions set out in this Agreement.

WHEREBY it is hereby mutually agreed as follows concerning:

THE FACE OF BRITAIN ('Work')
written by Simon Schama ('Author')

DEFINITIONS

WHEREAS capitalised terms in this Agreement shall have the meaning as defined below when used in this Agreement; and

WHEREAS words expressed in the singular shall include the plural and vice versa.

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|----------------------------|--|
| 'Accounting Date' | Within three (3) months after the end of each Accounting Period. |
| 'Accounting Period' | Yearly made up to 31st December each year. |
| 'Advance' | One thousand Euros (€ 1.000) |
| 'Agent' | The Proprietor's Agent under this agreement being Kristin Olson Literary Agency s.r.o. of Klimentská 24, 110 00 Praha 4, Czech Republic. |
| 'Agreement' | The Standard Terms and Conditions, any Additional or Special Terms and any attached schedules or appendices. |
| 'Audio Edition' | NOT APPLICABLE |

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| 'Channel(s) ' | Ali |
| 'Copyright Notice' | Original English language edition first published by Penguin Books Ltd, London Text copyright © Simon Schama, 2016 The author has asserted his moral rights Ali rights reserved |
| 'Electronic Edition' | NOT APPLICABLE |
| 'Exclusivity' | Exclusive |
| 'Format(s)' | Paperback Edition |
| 'Free Copies' | ██████████ copies of each Format of the Licensed Edition to the Proprietor and ██████████ free copies to the Agent. |
| 'Language' | Czech |
| 'Licensed Edition' | The Publishers' edition(s) of the Work in the Format(s) in the Language incorporating the Translation. |
| 'Net Receipts' | Ali monies received or receivable by the Publishers or any company associated or related to the Publishers arising from the exploitation of any of the rights granted hereunder after deduction of any sales taxes, actual returns, discounts and/or agency commissions. No other direct or indirect costs may be deducted. |
| 'Payment Currency' | Euros |
| 'Payment Schedule' | One thousand Euros (€1.000) on signature of this Agreement |
| 'Print Edition' | The Publishers' edition of the Work in print format in Hardback. |
| 'Publication Period' | Within thirty six (36) months from the date of this Agreement. |
| 'Publicity Extracts' | ██████████ or ██████████ whichever is the lesser, of the length of the Licensed Edition for gratis publicity and marketing purposes only including (without limitation) online. |
| 'Published Price' | The Publishers' suggested retail price, less any applicable sales tax only. |
| 'Royalties' | Paperback edition: ██████████ on all copies sold, calculated on the Published Price. |
| 'Subsidiary Rights' | NOT APPLICABLE |
| 'Term' | Five (5) years from the effective date of this Agreement |
| 'Territory' | Czech republic |

'Translation'

The translation of the entire text of the Work into the Language.

ADDITIONAL TERMS

SPECIAL TERMS:

- FURTHER APPROVALS:

In addition to any approvals required in clause 7 of the Standard Terms and Conditions, the Proprietor shall have prior written approval of the following:

cover

In the event that the Publishers wish to use a different font from the Proprietor's edition of the Work in the Licensed Edition, such font shall be subject to the Proprietor's prior written approval, such approval not to be unreasonably withheld or delayed.

STANDARD TERMS AND CONDITIONS

1. **GRANT OF RIGHTS**

- (a) In consideration of the payments mentioned herein and subject to the provisions of this Agreement, the Proprietor hereby grants to the Publishers a licence in accordance with the Exclusivity to create the Translation and to print, publish, distribute and sell the Translation as part of the Licensed Edition throughout the Channel(s) in the Territory for the Term, after which date this Agreement shall automatically terminate.
- (b) In the event that the Publishers desire to renew or extend the Term, the Publishers shall notify the Proprietor in writing no later than ninety (90) days prior to the expiration of the Term. In such event, and insofar as the Proprietor is able to do so, the parties shall negotiate in good faith the terms and conditions for such renewal or extension. The provisions of this clause shall also apply to any renewed or extended term.
- (c) If the Territory includes countries within the European Union, nothing shall prevent the Publishers from supplying unsolicited orders for the Licensed Edition to customers in countries outside the Territory which are members of the European Economic Area and/or the European Union. The Publishers shall however refrain, outside the Territory, from (i) pursuing an active sales policy for the sale of the Licensed Edition, (ii) advertising the Licensed Edition or soliciting orders for the Licensed Edition; (iii) establishing branches for the sale of the Licensed Edition; or (iv) maintaining distribution depots or outlets for the Licensed Edition.
- (d)
 - (i) The Publishers shall not have the right to reproduce the jacket, cover and/or inside artwork of the Work, unless specifically agreed elsewhere in this Agreement;
 - (ii) If the Publishers wish to design their own jacket and/or cover for the Licensed Edition, they shall submit such jacket and/or cover to the Proprietor for approval, such approval not to be unreasonably withheld or delayed, and the Publishers shall not commence production of the Licensed Edition until such approval has been given in writing by the Proprietor. In no event shall approval be deemed granted. The Publishers shall be responsible for clearing all rights in any images to be used on the cover of the Licensed Edition.
- (e) All rights in the Work other than those specifically granted to the Publishers under this Agreement are reserved to the Proprietor including but not limited to interactive or multimedia rights.

2. **ADVANCE**

- (a) The Publishers shall pay the Proprietor the Advance as a non-returnable total sum in advance and on account of any sums which may be due to the Proprietor under this Agreement, which shall be paid in accordance with the Payment Schedule. No payment shall be recoverable in the event of termination of the Agreement caused by any default by the Publishers in fulfilling their obligations hereunder.
- (b) The Proprietor shall have the option to terminate this Agreement with immediate effect in the event that the Publishers fail to pay the Advance due on signature within thirty (30) days of the date of signature.

3. **ROYALTIES**

- (a) The Publishers will pay the Royalties to the Proprietor on every copy of the Licensed Edition sold. The Royalties shall be set against the Advance until the Advance has been earned out. Thereafter all Royalties shall be paid to the Proprietor in accordance with clause 14 below.
- (b) No royalty shall be payable on copies of the Licensed Edition presented free of charge by the Publishers in the interests of sale, lost through theft or damaged or destroyed by fire, water, in transit or otherwise.

4. SUBSIDIARY RIGHTS

- (a) If the Publishers are permitted to license any Subsidiary Rights in the Licensed Edition in the Territory and Language during the Term, the Publishers will pay the Proprietor the percentages as set out in the definition of Subsidiary Rights of all sums received by the Publishers in respect of such rights. Such Subsidiary Rights income shall be set against the Advance until the Advance has been earned out. Thereafter all Subsidiary Rights income shall be paid to the Proprietor in accordance with clause 4(c) below.
- (b) The licensing of Subsidiary Rights (except anthology and quotation rights, if granted) by the Publishers shall be subject to the prior written approval of the Proprietor, such approval not be unreasonably withheld or delayed. The Publishers may license the Subsidiary Rights only during such time as the Licensed Edition is in print under the Publishers' imprint. The Publishers shall repeat any provisions in this Agreement relating to their obligations to the Proprietor in any sublicense they may enter into.
- (c) Provided that the Advance paid to the Proprietor under clause 2 hereof shall have been earned, any payments in excess of [REDACTED] Pounds Sterling [REDACTED] due to the Proprietor from the sale of Subsidiary Rights shall be paid by the Publishers within thirty (30) days of receipt in accordance with clause 14 with the exception of any advance or royalty-inclusive fee received from the licensing of bookclub rights, if included in the Subsidiary Rights, which shall be paid by the Publishers within thirty (30) days of receipt in accordance with clause 14 below irrespective of whether the Advance paid to the Proprietor under clause 2 hereof shall have been earned.
- (d) The Publishers will upon request send to the Proprietor a copy of all statements they receive from their sublicensees concerning the sales of any sublicensed edition of the Licensed Edition and a copy of any sublicense agreement within thirty (30) days of execution of such agreement.

5. USE OF MATERIAL

- (a) The Publishers undertake not to duplicate or use any material provided by the Proprietor to the Publishers for any purpose other than as specified in this Agreement.
- (b) The Publishers shall not during or after the Term sell, trade, loan, duplicate or otherwise part with possession (other than to the Publishers' printers) of any plates, screens, films, moulds, dyes or other technical equipment used solely for the manufacture of the Licensed Edition without the prior written permission of the Proprietor.

6. ACCURACY OF THE TRANSLATION

- (a) The Publishers shall be responsible for arranging the Translation at the Publishers' expense. The Publishers shall ensure that the Translation is made faithfully and accurately by a competent translator (whose name and qualifications shall be sent to the Proprietor on request) and shall not in any way distort or be derogatory to the Work or be otherwise prejudicial to the honour or reputation of the Author and, if applicable, of the Illustrator. The Publishers shall submit the Translation to the Proprietor for approval, such approval not to be unreasonably withheld or delayed, and the Publishers shall not commence production of the Licensed Edition until such approval has been given in writing by the Proprietor. In no event shall approval be deemed granted.
- (b) No abbreviations, additions or alterations to the title, text or illustrations (if any) of the Work may be made for the Licensed Edition without the prior written consent of the Proprietor. Where any such changes are requested, details thereof shall be supplied to the Proprietor by the Publishers in the English language and no changes shall be made prior to approval being given. In no event shall approval be deemed granted.

7. APPROVALS

The Publishers shall submit the final print-ready files of the Licensed Edition with the Translation cover and any applicable artwork in place to the Proprietor for approval. The Publishers agree not to print or distribute such material unless and until written approval has been given to the Publishers by the Proprietor in writing. In no event shall approval be deemed granted.

8. FONTS

It is acknowledged that the right to use the font(s) included in the Work is not included in this Agreement. If requested, the Proprietor will inform the Publishers of the name and origin of the font(s) used in the Work, and the Publishers shall secure from any third party the rights to use such font(s) in the Licensed Edition.

9. PERMISSIONS

The inclusion of any third party material in the Licensed Edition that is not included in the Work shall be subject to the Proprietor's prior written approval and the Publishers shall be responsible for clearing and paying for the rights to use any such material in the Licensed Edition.


10. ADVERTISEMENTS

No advertisements other than for works by the Author (or the Author and Illustrator if applicable) may be inserted in the Licensed Edition without the prior written approval of the Proprietor.

11. COPYRIGHT AND ACKNOWLEDGEMENTS

- (a) The copyright in the Translation shall vest in the Publishers subject to local law.
- (b) If the creator of the Translation is not able to assign copyright in the Translation to the Publishers as a matter of law, the Publishers will ensure that a licence to exercise exclusive rights in the Translation be granted to them for the full term of copyright (or the maximum period permitted by law) with no obligations to the translator, unless otherwise agreed.
- (c) The Publishers agree not to exercise or exploit or permit others to exercise or exploit, and shall procure that any translator does not exercise or exploit or permit others to exercise or exploit, all or any part of the Translation without the Proprietor's prior written consent, except as otherwise provided for in this Agreement. For the avoidance of doubt, the Publishers or the translator may not use the Translation in any work other than the Licensed Edition or for any purpose other than as set out herein without the Proprietor's prior written approval. The Publishers further acknowledge and agree that they shall not be permitted to use the Translation in any way after the expiry or earlier termination of this Agreement unless otherwise agreed (and shall procure that the translator agrees the same).
- (d) The Publishers undertake that the name of the Author (and of the Illustrator if applicable) shall appear in the form in which it appears in the Proprietor's edition of the Work with due prominence on the title-page, spine and on the cover or binding and jacket of every copy of the Licensed Edition issued, and in all advertisements and publicity for the Licensed Edition.
- (e) The Publishers shall also include on the imprint page of every copy of the Licensed Edition the Copyright Notice(s) for the Work (including the original date of publication) as they appear in the Work prominently in compliance with the provisions of the Universal Copyright Convention, along with a notice asserting the Author's (and the Illustrator's if applicable) right to be identified as the author (and the illustrator if applicable) of the Work. If applicable, the Publishers shall also include the Copyright Notice(s) in speech at the end of any digital recording of any Audio Edition and shall use its best endeavours to ensure that the Copyright Notice(s) also appear in the product description on the appropriate audio retailer website from which users download a digital recording of such Audio Edition. The Publishers shall also include an appropriate copyright notice for the Translation.
- (f) The original title of the Work in English shall appear in every copy of the Licensed Edition, together with a notice stating that the Work was first published in Great Britain in the English language by the Proprietor.

12. PUBLICATION

- (a) Unless prevented from doing so by circumstances outside their control, the Publishers agree to publish the Print Edition within the Publication Period. The Publishers shall not publish or grant a licence to publish any other edition in any other format prior to first publication of the Print Edition, unless otherwise agreed. Failure to publish as aforesaid shall entitle the Proprietor to terminate this Agreement in which case the Publishers shall nevertheless be liable for the payment of any Advances due under clause 2 above. The Publishers shall inform the Proprietor of the actual date of publication of each Format of the Licensed Edition.
- (b) Promptly upon the first publication date of each Format of the Licensed Edition the Publishers will confirm in writing the actual number of copies produced of any physical Format of the Licensed Edition and the Published Price of any Format of the Licensed Edition. The Publishers will inform the Proprietor of any subsequent reissues, reprints and/or reproductions of any physical Format of the Licensed Edition.
- (c) Except as otherwise set out in this Agreement, the paper, printing, binding, production, promotion, manner and extent of advertisement, the number and distribution of free copies for the press or otherwise, and terms of sale of the Licensed Edition shall be in the sole discretion of the Publishers who shall bear all expenses in connection therewith. The Publishers undertake to ensure that the printing, paper, binding and/or production, as applicable, of the Licensed Edition shall be of the highest quality.
- (d) The Publishers may not distribute or sell the Licensed Edition in connection with the marketing of any other product or service, without the Proprietor's prior written approval.
- (e) The Publishers shall be entitled to use and reproduce the Publicity Extracts for marketing and publicity purposes.
- (f) If the Licensed Edition requires safety-testing to the appropriate standards in the Territory, it is the Publishers' responsibility to ensure that the Licensed Edition meets all local requirements for product safety prior to copies being made available for sale.
- (g) (i) The Publishers agree to comply with the Penguin Random House Supplier Code of Conduct ('the PRH Supplier Code of Conduct'), available at:

- (ii) The Publishers agree that the Proprietor and/or its authorised representatives shall have the right upon written request to carry out an unannounced audit related to the Publishers' performance of this Agreement and to request any other additional information as they may require from time to time to demonstrate the Publishers' compliance with the PRH Supplier Code of Conduct.

13. FREE COPIES

On publication, the Publishers shall supply the Proprietor with the Free Copies, such copies to be sent for the attention of the Rights Department, Penguin Books Ltd, 80 Strand, London WC2R 0RL. The Proprietor shall have the right to purchase further copies for personal use but not for resale at the Publishers' best trade discount.

14. ACCOUNTING AND PAYMENT

- (a) The Publishers shall keep for at least six (6) years from the date on which each royalty statement was made available accurate and detailed books and records of sales of all copies of the Licensed Edition and all revenues derived therefrom and shall render to the Proprietor on the Accounting Period statements showing:

- (i) the original English language title of the Work and original ISBN;
- (ii) the number of units produced if any, during the accounting period;
- (iii) the number of units sold during the accounting period;
- (iv) the number of units presented free of charge during the accounting period;
- (v) the cumulative sales of the Licensed Edition since publication;
- (vi) the published price of each Licensed Edition;
- (vii) the royalty rates payable; and
- (viii) the total payment due to the Proprietor.

The Publishers will pay to the Proprietor any monies due in full in respect of each such statement by each Accounting Date.

- (b) All statements and sums of money due under this Agreement shall be rendered and paid to the Agent and the receipt of the Agent shall be a full and valid discharge thereof. The Agent is hereby authorised to act on all matters arising from this Agreement.
- (c) All sums payable to the Proprietor under this Agreement are exclusive of Value Added Tax ('VAT') and any other applicable sales taxes which shall where applicable be paid in addition at the rate in force at the due time for payment subject to the Proprietor either supplying a VAT invoice to the Publishers or informing the Publishers of their VAT registration number.
- (d) All payments shall be without any deduction in respect of exchange control, duties, import charges, local taxes or otherwise. If the Publishers shall be required to deduct any tax liability or exchange control or otherwise in respect of the Advance and the Royalties or withhold payment of any part thereof for any reason whatsoever then the Publishers shall provide all relevant and up to date double taxation documentation (if applicable) to the Agent within ten (10) days of the Publishers' signature of this Agreement. The Proprietor shall be responsible for completing this documentation, obtaining the UK Her Majesty's Revenue and Customs ('HMRC') certification and submitting the certified documentation to the Publishers in a timely manner.
- (e) If the Publishers withhold any taxes, the Publishers must provide to the Proprietor a valid certificate of withholding tax evidencing such tax withheld within ten (10) days of such deduction. If this certificate is not received within the ten (10) day deadline, then all payments due under this Agreement shall be the gross amounts payable without set off or counterclaim, free and clear of any withholding tax or deductions of any kind together with interest on late payment as detailed in clause 14(h) and any other applicable charges.
- (f) Any tax withheld shall not exceed the maximum rate of withholding tax in the relevant Article of the Double Tax Agreement between the Publishers' country of fiscal residence and the United Kingdom.
- (g) The acceptance of payments by the Proprietor from the Publishers shall not prevent the Proprietor from questioning the correctness of any statement from the Publishers at a later date in respect of such payments.
- (h) In the event of late payment of any monies due to the Proprietor hereunder the Publishers shall in addition to the amount due pay to the Proprietor interest at a rate of [REDACTED] above the Bank of England base rate calculated from the due date of such payment until the date of receipt of the amount by the Proprietor.
- (i) For the duration of this Agreement and a period of six (6) years thereafter, the Publishers agree to keep complete and accurate books of account relating to sales of the Licensed Edition. The Proprietor and/or their authorised representatives shall have the right upon written request to examine the books and records of account of the Publishers insofar as they relate to the sales and receipts of the Licensed Edition which examination shall be at the cost of the Proprietor unless errors exceeding [REDACTED] are found to the Proprietor's disadvantage in which case all costs shall be borne by the Publishers who shall immediately make good the discrepancy together with interest in accordance with clause 14(h) hereof.

15. WARRANTIES

- (a) The Publishers hereby warrant and represent to the Proprietor that:
 - (i) they have full power to make this Agreement;
 - (ii) the Translation is an original translation has not been published in any form in the Territory and that the Translation and/or any material added by the Publishers to the Licensed Edition is in no way whatever an infringement of any existing copyright or licence; and
 - (iii) they shall ensure that the Licensed Edition shall comply with all laws, rules and regulations within the Territory;
- (b) The Publishers further warrant to the Proprietor that:
 - (i) they comply and will continue to comply with all relevant laws, regulations , codes of practice and other similar advice issued by any applicable government or appropriate applicable regulator relating to the treatment of employees, workplace conditions, health and safety, use of labour and human rights;
 - (ii) they hold and will continue to hold all necessary permits, licences, certificates and approvals required by such laws detailed in 15(b)(i); and
 - (iii) they shall ensure that any printer or third party engaged in relation to manufacture of the Licensed Edition complies with sub-clauses 15(b)(i) and (ii) above;
- (c) The Proprietor hereby warrants to the Publishers that:
 - (i) it has the full power to enter into this Agreement and to license the rights licensed to the Publishers hereunder;
 - (ii) to the Proprietor's reasonable knowledge the Work as published by the Proprietor is in no way whatever an infringement of any existing copyright or licence; and
 - (iii) the Work contains no libellous material.
- (d) The Proprietor's warranties expressly exclude any additional material or modifications made by the Publishers (even with the prior written approval of the Proprietor) for the Licensed Edition.
- (e) The Publishers shall indemnify and keep the Proprietor indemnified against any and all claims, actions, liabilities, losses, injury, damages or expenses arising out of any breach by the Publishers of its warranties set out in clause 15(a) and (b) or arising out of any claim alleging that the Licensed Edition constitutes in any way a breach of the Publishers' warranties set out above. The indemnification shall include any legal costs or expenses and any compensation costs and disbursements paid by the Proprietor on the advice of their legal advisers to compromise or settle any claim. The Proprietor shall in the normal course of events consult with the Publishers before settling any claims.
- (f) All other warranties whether implied by law or otherwise are hereby expressly excluded to the extent permitted by law.
- (g) Termination of this Agreement for any reason will not affect the warranties and indemnity contained in this clause 15.

16. COPYRIGHT PROTECTION

The Publishers shall promptly inform the Proprietor of any infringement of copyright relating to the Work and/or the Licensed Edition which shall come to their knowledge and give the Proprietor all necessary assistance in connection with such legal action as the Proprietor may consider fit. Such assistance shall include, without limitation, the Publishers' participation and assistance in proceedings brought in the courts and/or trade mark offices in relation to the

infringement. If the Proprietor elects not to pursue a copyright infringement matter, the Publishers may at their own expense pursue all relevant rights at civil and criminal law against any person who infringes such copyright in the Territory. In the event of any recovery from proceedings under this clause, the expenses shall be paid out of such recovery, and the balance shall then be shared by the Proprietor and the Publishers equally. Should the Proprietor or the Publishers be the sole claimant, any sums recovered shall be the sole property of the claimant.

17. LOCAL COPYRIGHT REGISTRATION

If required under local law, the Publishers shall take all necessary steps to register the title of the Licensed Edition in the name of the copyright owner under any local or national copyright laws at the sole expense of the Publishers. The Publishers also agree to secure the benefits of copyright protection under international copyright conventions that are available for such protection, and at their own expense to pursue all relevant rights at civil and criminal law against any person who infringes such copyright in the territories granted to them under this Agreement.

18. REVERSION

- (a) If after a period of two (2) years from the date of first publication of the Licensed Edition, the Publishers allow the Licensed Edition to go out of print, and shall fail to reprint a Print Edition within three (3) months of having received a written request from the Proprietor to do so, the Proprietor may terminate this Agreement and all rights conveyed in this Agreement shall revert to the Proprietor without further notice, without prejudice to any monies already paid or then due to the Proprietor, and without prejudice to any further claim that the Proprietor may have for damages and/or otherwise.
- (b) The Licensed Edition shall be considered out of print if fewer than [REDACTED] copies of the Print Edition and/or the Electronic Edition (if applicable) have been sold by the Publishers in either of the previous [REDACTED] accounting periods. For the avoidance of doubt, the existence of any sublicensed edition or sales of an Audio Edition, if applicable, shall not keep the Licensed Edition in print.

19. REMAINDERS

The Publishers shall not sell off any copies of the Licensed Edition (in print and/or physical audio format) at a materially reduced price or as a remainder before a period of twenty-four (24) months from the date of first publication of the Licensed Edition. After such date, if the Publishers intend to remainder copies of the Licensed Edition, they must first give written notice to the Proprietor in writing of their decision to do so, and the Publishers shall give the Proprietor the first opportunity within sixty (60) days from the Proprietor's receipt of notice to purchase all or any of such copies at the reduced price. If the Proprietor does not buy all or any remaining copies and copies are subsequently offered for sale to a third party at a lower price, the Proprietor reserves the right to match any price offered in which case the Publishers shall sell copies to the Proprietor at such price. The Publishers shall pay to the Proprietor a royalty of [REDACTED] (unless otherwise agreed) calculated on Net Receipts on all copies of Licensed Edition sold at a materially reduced price at or above cost except that on any copies sold at cost price or less no royalty shall be payable. In the event that the Publishers remainder the entire stock of the Print Edition, all rights granted to the Publishers under this Agreement shall automatically revert to the Proprietor without prejudice to any monies due to them from the Publishers and this Agreement shall terminate.

20. TERMINATION

- (a) This Agreement shall immediately terminate and the rights granted to the Publishers under this Agreement shall revert to the Proprietor upon the first occurrence of any of the following events:
 - (i) on the expiry of the Term above (unless the parties have agreed to a renewal of such Term in line with the provisions specified herein);

- (ii) if the Publishers fail to issue the Print Edition within the Publication Period (unless otherwise agreed), in which case the Publishers shall forfeit any part of the Advance paid to the Proprietor under clause 2 hereof and any unpaid part will become due and payable to the Proprietor immediately;
 - (iii) if any of the payments due to the Proprietor under this Agreement are three (3) months overdue;
 - (iv) if the Publishers allow the Licensed Edition to go out of print in line with the terms of clause 18;
 - (v) if the Publishers remainder their entire stock of the Print Edition in line with the terms of clause 19;
 - (vi) if the Publishers fail to comply with the terms of clause 6 and/or clause 7;
 - (vii) if the Publishers fail to comply with any aspect of the PRH Supplier Code of Conduct in a material way.
 - (viii) if the Publishers go into liquidation either compulsorily or voluntarily or if a receiver, administrative receiver, receiver and manager or administrator is appointed in respect of the whole or any part of their assets (or any procedure analagous to the foregoing) or the Publishers make an assignment for the benefit of or composition with their creditors generally or thereafter do any of these things or if any event occurs which is similar to any of the foregoing under any jurisdiction which affects the Publishers; or
 - (ix) if the Publishers cease or threaten to cease to carry on their business.
- (b) If the Publishers are in material breach of any of their obligations under this Agreement the licence hereby granted shall immediately terminate and the rights shall revert to the Proprietor upon the expiry of the period of thirty (30) days after service of a notice from the Proprietor upon the Publishers specifying the material breach and requesting the Publishers to remedy the same and the said default or defaults, if capable of remedy, remaining unremedied at the expiry of the said period.
- (c) Termination of this Agreement shall be without prejudice to any claim that the Proprietor may have for monies due and/or damages and/or otherwise.
- (d) In the event of termination due to the breach or default of the Publishers only, if the Publishers have been granted any Subsidiary Rights, any monies due to the Publishers under any sublicense agreements arranged by the Publishers with any third party shall after the termination of this Agreement be paid directly to the Proprietor by such third party. In any other event, the Publishers shall continue to account to the Proprietor for any such sublicenses validly entered into in the manner detailed in this Agreement. Such sublicenses may not be renewed by the Publishers and shall remain valid for their duration. This clause and any other clauses relevant to such accounting shall survive expiration or earlier termination of the Agreement.
- (e) Upon expiration or termination of this Agreement for any reason, the Publishers shall immediately return to the Proprietor or destroy any materials related to the Work and any other materials supplied by the Proprietor for the production of the Licensed Edition. The Proprietor shall have the option to purchase from the Publishers at cost price or below all rights in the Translation subject to the requirements of local law.
- (f) If at the date of termination of this Agreement the Publishers have any stock remaining of the Licensed Edition, the Publishers shall give the Proprietor the option to purchase such stock at cost price or shall destroy such stock on the Proprietor's instruction.

21. FORCE MAJEURE

Neither party shall be deemed to be in breach if that party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not by way of limitation war, national emergency, flood, earthquake or strike or

lockout (other than a strike or lockout induced by the party so incapacitated) provided the party unable to fulfil its obligations immediately gives notice of this to the other party and does everything in its power to resume full performance. If the period of incapacity exceeds six (6) months then this Agreement shall automatically terminate and all rights shall revert to the Proprietor unless the parties first agree otherwise in writing.

22. ASSIGNMENT

This Agreement is personal to the Publishers. The Publishers may not assign this Agreement without the prior written consent of the Proprietor.

23. NOTICES

Any and all notices given hereunder shall be submitted in writing and sent by registered or certified mail, return receipt required, to the parties at their respective addresses herein specified. The parties undertake to notify each other of any change of address within thirty (30) days of such change.

24. CONFIDENTIAL INFORMATION

The Publishers agree to keep the provisions of this Agreement any subject matter relating to this Agreement confidential and shall not disclose this without the Proprietor's prior written consent, except where disclosure is made of information already in the public domain or in order to comply with any legal requirement.

25. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them of the right at any time subsequently to enforce all provisions of this Agreement.

26. ENTIRE AGREEMENT AND THIRD PARTY RIGHTS

- (a) The provisions herein contained constitute the entire agreement between the parties and supersede any and all previous communications and understandings, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement. No change or modification of this Agreement shall be valid unless in writing and signed by both parties hereto.
- (b) A person who is not a party to this Agreement has no rights under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement.

27. INTERPRETATION

- (a) Headings contained in this Agreement are for reference purposes only and shall not be deemed to be any indication of the meaning of the clauses to which they relate.
- (b) Any appendices, schedules or other attached to this Agreement shall be considered to be a part thereof.

28. GOVERNING LAW

This Agreement shall be deemed to be a contract made in England and shall be construed and applied in all respects in accordance with English law and the parties hereto submit and agree to the jurisdiction of the English courts.

IN WITNESS OF THE ABOVE the parties have signed this Agreement on the date written at the top of this Agreement:

.....

(print name)

For and on behalf of the Proprietor
PENGUIN BOOKS LTD

Date 29. 5. 2019

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For and on behalf of the Publishers
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