

Memorandum of Licensing Agreement

dated this April 30th, 2019, by and between Kwame Anthony Appiah, c/o Janklow & Nesbit Associates, 285 Madison Avenue, 21st Floor, New York, NY 10017, USA ("Proprietor"); c/o P. & R. Permissions & Rights Ltd., Limassol, Cyprus working in co-operation with PRAVA I PREVODI, Belgrade, Serbia ("Sub Agent"), and Cullen Stanley International Agency, Inc., 745 Fifth Avenue, Suite 500, New York, NY 10151, USA ("CSIA"), and Divize Academia Nakladatelství, Středisko společných činností AV ČR, v. v. i., Národní 3, 110 00 Prague 1, Czech Republic ("Publisher").

The parties hereto mutually agree as follows regarding the "Work" entitled:

The Lies that Bind by Kwame Anthony Appiah

GRANT OF RIGHTS

1. The Proprietor grants to the Publisher the sole and exclusive right to translate the Work into Czech language, and to print, publish and sell the Czech language edition of the Work ("Translation") in all formats specified in Clause four (4) of this Agreement, throughout the world ("Territory").

LICENSE TERM

2. The license shall continue for the period of five (5) years from the date of this Agreement and shall automatically terminate on April 30th, 2024. Upon the effective date of termination, all rights granted hereunder shall automatically revert to the Proprietor without further notice.

ADVANCE

3. The Publisher shall pay to the Proprietor a non-refundable advance of One Thousand Five Hundred US Dollars (\$1,500.00), against all earnings, free of bank charges, payable in full, promptly upon execution hereof but not later than thirty (30) days from the date of the respective invoice issued in accordance with this Agreement.

ROYALTIES

4. The Publisher shall pay to the Proprietor the following royalties, based on the retail price of the Translation less any legally required tax, for the trade hardcover and/or paperback format: [REDACTED] for up to [REDACTED] copies sold, and [REDACTED] for all copies sold thereafter;

PAYMENTS

5. All amounts due to the Proprietor under this Agreement will be paid in US Dollars (\$) to:

P. & R. Permissions & Rights Ltd.,
Omirou 64, Imperium Tower,
3096 Limassol, Cyprus,

VAT: CY 100506220 (working in co-operation with PRAVA I PREVODI, Belgrade, Serbia), whose receipts will be a full and valid discharge of the Publisher's obligations.

(a) The Publisher agrees to pay any and all charges in connection to bank transfers.

(b) If the advance (or portion thereof), royalties or other amount due and payable to the Proprietor hereunder are not received by the Sub Agent within thirty (30) days from the due date in accordance with this Agreement, the Proprietor shall have the right to terminate this Agreement immediately by giving written notice to the Publisher, without prejudice to any other claims or rights of the Proprietor including, without limitation, the right to receive any other sums due hereunder; and all rights granted herein shall revert to the Proprietor. The Proprietor reserves the right to charge monthly interest on any such amounts overdue at [REDACTED] on the unpaid amount.

(c) Pursuant to any applicable double taxation treaty between the Territory (or any part thereof) and the Proprietor's country of tax residency, upon the Publisher's request, the Proprietor shall provide the Publisher with any required certificate of tax residency/tax exemption for each year that any advance (or portion thereof), royalties or other amounts are due and payable to the Proprietor hereunder.

(d) If following the Publisher's receipt of the Proprietor's certificate of tax residency/ tax exemption form, the Publisher fails to pay the Proprietor during the applicable tax year, the Publisher shall be responsible for any and all costs, expenses, and fees arising out of the Publisher's failure to make timely payment including without limitation, any and all costs to the Proprietor for providing a new certificate of tax residency/tax exemption plus interest on any such amounts. The Proprietor reserves the right to charge monthly interest on any such amounts overdue at [REDACTED] on the unpaid amount.

PUBLICATION

6. The Publisher shall publish the Translation no later than twenty-four (24) months from the date of this Agreement, in approximately [REDACTED] copies, and shall notify the Sub Agent of the exact publication date.

(a) Any change to the publication date is not permitted without the written consent by the Proprietor.

(b) If the Publisher is prevented from publishing the Translation within the period specified above, due to circumstances beyond their control, the Publisher agrees to notify the Sub Agent, who will negotiate in good faith an extension of time during which the Publisher may publish the Translation.

(c) At the time of publication, the Publisher shall notify the Sub Agent of the retail price of the Translation and the number of copies printed.

(d) This information must be sent, no later than thirty (30) days after each printing, to the Sub Agent PRAVA I PREVODI at: Blvd. Mihaila Pupina 108/1, 5th Floor, 11070 Belgrade, Serbia, and/or emailed to: [REDACTED]

(e) Illustrations or any other material which do not appear in the Proprietor's edition of the Work shall not be included in the Translation, without the written consent by the Proprietor.

(f) The Publisher, at its expense, shall be responsible for clearing any necessary rights and permissions for illustrations and/or photos obtained by the Author from other sources and incorporated in the Translation.

(g) The Publisher agrees that the translation of the Work shall be made completely, faithfully, and accurately with slight modifications in the original text only as may be necessary, to achieve an idiomatic translation satisfactory to the Proprietor. Such modifications will not materially change the meaning, or otherwise materially alter the text.

(h) Abridgements or alterations shall not be made in the Work's title, text and/ or illustrations without the written consent by the Proprietor.

(i) The name of the Author of the Work shall be printed in due prominence beneath the translation title on the jacket and/or cover and the title page of every copy of the Translation .

COPYRIGHT

7.

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ADVERTISEMENTS

8. (a) Advertisements may not be printed in, inserted in, or distributed with any edition of the Translation, issued by the Publisher, without the written consent by the Proprietor.
- (b) Excerpts from the Translation may not be used in any printed publicity, such as magazines or newspapers, without the written consent by the Proprietor.

COVER APPROVAL

9. (a) The cover art and/or promotional copy of the Translation shall be tastefully presented, conforming to the intent and character of the Author's Work, and shall be subject to the Author's approval.
- (b) Any photograph of, or biographical information about the Author, used by the Publisher shall be subject to the Author's approval.

COMPLIMENTARY COPIES

10. The Publisher agrees to [REDACTED] complimentary copies of the Translation to: Janklow & Nesbit Associates, 285 Madison Avenue, 21st Floor, New York, NY 10017, USA. Any additional copies may be purchased at the lowest price for which the Publisher will sell copies of the Translation to the trade.

ACCOUNTS

11. (a) Exact accounts of sales shall be made annually as of the 31st day of December, and shall be rendered in duplicate and settled within sixty (60) days thereafter.
- (b) Such accounts shall show the full retail price, the royalty percentage, the number of copies printed and the number of copies remaining in stock of all editions of the Translation. Failure to provide such accounts will cause automatic reversion of all rights to the Proprietor, without prejudice to any sums due to the Proprietor.
- (c) Following the expiration date of this Agreement, the Publisher agrees to sell any remaining copies within three (3) months and to provide the Sub Agent, in writing, with the final account of the number of copies left unsold. Following this the Publisher agrees to destroy the remaining copies of the Translation, inform the Sub Agent of the date of that act, or pay in advance full royalties for the copies left in stock.
- (d) The Publisher agrees to permit the Sub Agent to inspect, at any time during working hours, books of account and records dealing with the production and sale of the licensed Work, to verify the correctness of the Publisher's accountings.

REMAINDER COPIES

12. If at any time after [REDACTED] years of the first publication of the Translation, the Publisher has intention to remainder, it must notify the Sub Agent, and seek prior written consent from the Proprietor. Once the consent is received, the Publisher agrees to pay the royalty rate of [REDACTED] of the net cash received on all copies sold as remainders, provided that the [REDACTED] shall be in lieu of royalties hereinbefore mentioned, and no such royalty shall be paid on copies sold at, or below cost price. Upon remaindering, all rights granted in this Agreement shall revert automatically to the Proprietor.

TERMINATION

13. This Agreement shall terminate, provided the Publisher shall remain liable to the Proprietor for any and all amounts due hereunder, if any of the following events occur:
- (a) If the Publisher fails to publish the Translation by the date agreed upon in Clause six (6);
 - (b) If the Publisher becomes insolvent, bankrupt or otherwise unable to meet its obligations;
 - (c) If the Publisher defaults in accounting and/or fails to provide royalty statements as agreed upon in Clause eleven (11);
 - (d) If the Publisher violates any of the other terms of this Agreement and does not rectify such violation within thirty (30) days of having received written notice from the Proprietor to do so.

MOTION PICTURE EXCERPT RIGHTS

14. In the event that the Proprietor disposes of the motion picture, or other performance rights in the Work, the purchaser of such rights will be free to publish, or cause publication of excerpts, synopses, and summaries of the Work in any language, including the Czech language, up to an aggregate of [REDACTED] words in each instance for advertising and exploiting such rights.

SUBAGENT

15. . The Proprietor hereby appoints the firm P. & R. Permissions & Rights Ltd., Omirou 64, Imperium Tower, 3096 Limassol, Cyprus, VAT: CY 100506220, (working in co-operation with PRAVA I PREVODI, Belgrade, Serbia), as the Sub Agent, who is hereby authorized to be consulted on the Proprietor's behalf in all matters arising in any way out of this Agreement, and whose receipts shall be a full and valid discharge of the monies received.

RESERVATION OF RIGHTS

16. All rights not specifically granted in this Agreement, either now existing, or which may hereafter come into existence, are hereby reserved to and by the Proprietor and/ or the Author, for their exclusive use and disposition.

GOVERNING LAW

17. This Agreement has been executed in the State of New York, the United States of America, and shall be governed and construed in accordance with the laws of the State of New York, regardless of the place of execution. This is the complete Agreement between the parties and may not be modified or a waiver of any of the terms claimed hereof, unless in writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

For and on behalf of:

[REDACTED]

For and on behalf of:

Divize Academia Nakladatelství

29. 7. 2019