### Agreement made this 16 September 2020

between The Estate of Arthur Koestler care of PFD of 55 New Oxford Street, London, acting in conjunction with INTERCONTINENTAL LITERARY AGENCY LTD, of 5 New Concordia Wharf, Mill Street, London SE1 2BB hereinafter called "the Owner") of the one part, and Středisko společných činností AV ČR, v.v.i., Publishing House Academia, Národní 3, 110 00 Praha 1, Czech Republic, VAT number: CZ60457856 (hereinafter called "the Publishers") of the other part WHEREAS it is mutually agreed as follows regarding the work entitled:

PROMISE AND FULFILMENT by Arthur Koestler hereinafter referred to as "the Work".

#### 1. LICENCE

1.1 The Owner warrants that they have the right to enter into this Agreement and to grant the rights licensed herein.

### Language, territory, term of licence, formats licensed

1.2 The Owner grants to the Publishers the exclusive licence to translate, produce, publish, sell, make available and communicate to the public the Work in the Czech language ("the Translation") in the following formats throughout the World for the period of 6 (six) years from the date of this Agreement subject to the terms and conditions hereinafter mentioned:

in the **physical book format(s)** specified in Clause 5 and or Clause 6 of this Agreement only.

#### 2. **PUBLICATION**

- 2.1 The Publishers shall publish the Translation in physical book format within 24 (twenty four) months of the date of this Agreement. Should the Publishers fail to issue a physical book format edition of the Translation within the aforementioned periods this Agreement shall terminate pursuant to Clause 15.3 and the advance payment or payments provided for in Clause 5 hereof shall be forfeited without prejudice to any claim which the Owner may have for damages and or otherwise.
- 2.2 The Publishers shall advise the Owner of the published price of each edition of the Translation no later than the date of publication of each edition of the Translation.

#### 3. THE TRANSLATION

### **Translation**

- 3.1 The Publishers shall make or cause to be made, at their own expense, the translation into the aforementioned language. The Publishers shall procure by contractual agreement with the translator(s) that the translator's or translators' services are retained by the Publishers solely in connection with the rights licensed under this Agreement and that the translator(s) shall have no claim against the Owner in the Owner's exercise of all rights in the Work.
- 3.2 The Publishers shall provide the Owner with a copy of their contractual agreement(s) with the translator(s) upon the Owner's prior written request.
- 3.3 The Publishers indemnify the Owner against any claim the translator(s) might have in relation to the Owner's exercise of all rights in the Work including pursuant to this Agreement.
- 3.4 The Publishers shall ensure that the translator(s) is/are suitably qualified and competent to carry out the Translation. The Owner shall have the right to request approval of the appointment of a translator(s) such request to be made in writing within 30 (thirty) days of the Owner's signature of this Agreement and following such request should the Owner disapprove of the appointment of the proposed translator(s) the Publishers shall offer an alternative(s) in discussion with the Owner for the Owner's prior written approval however in the event of any disagreement the Owner's instruction regarding the appointment of the translator(s) shall be final.

## **Abridgement & Alteration**

The Publishers shall procure that the translator(s) shall follow the text of the Work faithfully and accurately in 3.5 creating the Translation and shall not alter, abridge, or add to the Work in any way without the prior written consent of the Owner. The Publishers indemnify the Owner against any liabilities, demands, claims, damages, loss, costs and expenses (including legal expenses) arising from inaccuracies in the Translation resulting from the translation process.

## Title of the Work in English

PCW SP

3.6 The title of the Work in English shall appear beneath the title on the title page or on the back of the title page of every copy of every edition of the Translation and any sublicence in respect of the Translation provided for in Clause 6 hereof granted by the Publishers shall impose the aforementioned requirement upon any sublicensee. No change in title shall be made without the prior written consent of the Owner such consent not to be unreasonably withheld.

### **Attribution**

3.7 The Publishers also undertake that the name **Arthur Koestler** shall appear in its customary form in due prominence on the title page and on the binding and jacket, if any, of every copy produced and on all advertisements of the Translation issued by the Publishers. The Publishers shall not print advertisements of any kind or for any other book other than by the Owner in any edition of the Translation or on the jacket without the Owner's prior written consent. The Publishers shall not include any illustrations that do not feature in the original edition of the Work in the Translation without the Owner's prior written consent.

## Copyright notice

3.8 The copyright notice in the Translation shall read as in the original English language edition of the Work. The Publishers shall comply with such formalities as may be necessary to protect the Translation by copyright (including imprint of a copyright notice in form and place as set out in the Universal Copyright Convention) and to keep the Translation so protected in every country within the territories specified in Clause 1 hereof and the Publishers shall do no act, directly or indirectly, which will cause the Translation to enter the public domain in any country whatsoever.

### 4. COPYRIGHT INFRINGEMENT

- 4.1 In the event that the Publishers, in their reasonable opinion, believe the copyright in the Work and or Translation has been or is likely to be infringed within the territory specified in Clause 1 hereof, they shall immediately notify the Owner who shall take whatever action, if any, as the Owner reasonably believes necessary, following consultation with the Publishers. The Publishers shall, and shall procure that the translator shall, co-operate with and give all reasonable assistance to the Owner in relation to such action provided that the Owner's prior written approval, in connection with such action. Should the Owner notify the Publishers with the Owner's name as a party to such action, provided that the Publishers (i) first give the Owner an indemnity against any and all liabilities, demands, claims, damages, loss, costs and expenses (including legal expenses) incurred by the Owner in connection with such action; and (ii) may not settle or compromise such proceedings without the prior written consent of the Owner.
- 4.2 The Publishers shall be entitled to take urgent proceedings in their sole name (or jointly with the translator(s), where applicable) for interlocutory relief without prior notice to the Owner, provided that the Owner receives notice as soon as reasonably practicable and the Publishers hereby indemnify the Owner for any liabilities, demands, claims, damages, loss, costs and expenses (including legal expenses) incurred by the Owner.
- 4.3 Any sum recovered by way of damages and or costs by either the Owner or the Publishers pursuant to Clauses 4.1 or 4.2 hereof shall be applied first towards repayment of the costs incurred in proceedings by each party and any balance shall be divided equally between the Owner and Publishers.
- 4.4 The Owner shall not be obliged to bring or defend any proceedings whether for infringement or otherwise in relation to the Work and or the Translation if they decides in their sole discretion not to doso.

### 5. ADVANCE PAYMENT AND ROYALTIES

### **Advance Payment**

5.1 The Publishers shall pay to the Owner on the signing of this Agreement the sum of eight hundred Euros (€800.00) which shall be in advance and on account of all sums due under this Agreement and such payment shall be treated as a fundamental condition of this Agreement the Publishers' failure to comply with which shall give the Owner the right at their option either to terminate this Agreement or to claim damages or other remedies for breach of contract or any other claim available to the Owner from the Publishers.

### **Royalties**

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5.2 The royalties payable on the published price (less VAT/Sales Tax) of the Publishers' edition(s) shall be:

rrp on all copies sold

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The royalties payable on the Publishers' net receipts shall be:

n/a

"Net receipts" shall mean the gross sums paid to the Publishers less VAT and or any unavoidable government levied tax for the sale of physical copies of the Translation.

### 6. SUBSIDIARY RIGHTS

6.1 No subsidiary rights are granted herein.

## 7. ACCOUNTS

- 7.1 Accounts of sales of the Translation together with a statement of the stock on hand shall be made up by the Publishers annually to the 31st December and shall be sent in digital form to Andrew Nurnberg Associates Prague s.r.o, no later than 28<sup>th</sup> February annually and any other sums owing to the Owner thereunder shall be due to Andrew Nurnberg Associates Prague s.r.o no later than 28<sup>th</sup> February annually.
- 7.2 No debit balance arising in the Publishers' favour under the terms of any other agreements with the Owner for the Work or other works shall be off-set by the Publishers against any credit balance arising in the Owner's favour under the terms of this Agreement.
- 7.3 The Publishers shall not hold any monies due to the Owner under Clauses 5 hereof as a reserve against returns.

## **Owner's Right to Inspect Publisher's Accounts**

7.4 The Owner shall have the right themselves or by any accountant or other professional person appointed by them no more than once a year under reasonable notice to the Publishers to inspect and take copies of all accounts, records and documents relating to the sales and receipts in respect of the Translation. If any such inspection shall reveal underpayment to the Owner the Publishers shall forthwith make good such underpayment. The Owner shall bear the costs of any inspection unless such inspection reveals errors against the Owner amounting to 2% (two per cent) or more in which case all costs shall be borne by the Publishers.

## 8. PAYMENTS DUE AND INTEREST ON LATE PAYMENTS

- 8.1 All sums payable under Clauses 5, 6, 7 and 14 hereof shall become due as set out in the aforementioned Clauses unless the Owner wishes to obtain withholding tax exemption where applicable in which event the sums payable shall be due on the Publishers' receipt of completed tax exemption forms from the Owner.
- 8.2 The Owner reserves the right to charge the Publishers interest on any sums due to the Owner under this Agreement which have not been paid within 1 (one) month of becoming due at the statutory rate calculated according to the UK Late Payment of Commercial Debts [Interest] Act 1998.

## 9. ILLUSTRATIONS, THIRD PARTY MATERIAL AND ORIGINAL COVER ARTWORK

The use of any illustrations, third party material and or cover artwork featured in the original edition of the Work is not licensed herein. Should the original edition of the Work feature any internal illustrations the Publishers shall as far as is practicable use such illustrations in all of the Publishers' edition(s) of the Translation unless otherwise agreed in writing with the Owner. The Publishers shall be responsible at their own cost for clearing any permissions required and arranging supply of necessary production materials for any such illustrations or third party material and or cover artwork.

## 10. OWNER'S APPROVAL OF TRANSLATION AND PUBLISHERS' JACKET

# Owner's Approval of Translation

10.1 The Publishers shall at the Owner's written request supply a copy of the Translation for prior written approval before it is sent to the printer and the Owner shall respond within 30 (thirty) days of receipt of said Translation and should the Owner disapprove of the Translation the Owner shall request that the Publishers submit a new version of the Translation in accordance with the Owner's directions and the terms of this Clause 10.1 shall apply to such resubmitted version. If the Publishers are unable or unwilling to submit such new version they shall notify the Owner within 7 (seven) days of the Owner's written request and the Owner may terminate this Agreement. Following termination pursuant to this Clause 10.1, the Owner shall repay the Advance as may have been paid by the Publishers under Clause 5 hereof unless the Publishers have failed to adhere to any of the provisions of Clauses 3.1, 3.2, 3.3, 3.4 and 3.5 hereof in which event the advance payment or payments provided for in Clause 5 hereof shall be forfeited without prejudice to any claim which the Owner may have for damages and or otherwise.

## Owner's Approval of Publishers' Jacket

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10.2 The Publishers shall submit a proposed jacket for their first edition of the Translation and any new jackets designed for subsequent editions of the Translation including all sublicensed editions of the Translation for the Owner's prior written approval no later than 14 (fourteen) days before it is due to be sent to the printer and the Owner shall respond within 10 (ten) days of receipt. Should the Owner disapprove of the proposed jacket the Publishers shall submit an alternative version of the jacket in discussion with the Owner for the Owner's prior written approval however in the event of any disagreement the Owner's instruction regarding the Publishers' jacket shall be final.

## 11. USE OF EXTRACTS FOR PROMOTION

The Publishers shall have the right to use an extract comprising a maximum of 1 (one) chapter of the Translation or 10% (ten per cent) of the text of the Translation whichever is the shorter for the purposes of promotion of their edition(s) of the Translation both in print and online provided that any promotional use of the said extract shall always feature the copyright notice reproduced as it appears in the original English language edition of the Work. Such promotional use may include a straight reading audio recording of the said extract embedded on the Publishers' own website but not available for download.

### 12. EXTENT OF PUBLISHERS' RIGHTS

The Publishers shall not assign this licence nor issue the Translation under any imprint other than their own without the written permission of the Owner.

## 13. FREE COPIES

- 13.1 The Publishers shall send 4 (four) free copies of each print format edition of the Translation on first publication to the Owner c/o Intercontinental Literary Agency Ltd of 5 New Concordia Wharf, Mill Street, London SE1 2BB, UK. Similarly, 2 (two) free copies of each print format edition of the Translation shall be sent to Andrew Nurnberg Associates Prague s.r.o., Jugoslavskych partyzanu 17, 160 00 Praha 6, Czech Republic.
- 13.2 The Owner shall have the right to purchase additional copies of the Translation from the Publishers at the lowest price for which the Publishers shall at said time sell copies of the Translation to the trade.

## 14. REMAINDERS

On any copies sold as remainders the Publishers shall pay to the Owner a royalty of receipts received it being provided that such mentioned and that no such royalty shall be paid on copies sold at or below cost price and that no such remainder copies shall be sold within a period of 2 (two) years from the date of first publication of the Translation.

## 15. EXPIRATION OR TERMINATION OF THE AGREEMENT

## **Expiration**

15.1 This Agreement shall automatically terminate on expiry of the term specified in Clause 1.2 hereof.

### **Out of Print**

15.2 If the Translation shall become out of print and unavailable (meaning sales across all editions of the Translation total less than 150 (one hundred and fifty) copies (the "Reversion Level")) in one royalty period in all editions and formats issued by the Publishers then the Owner may give notice in writing to the Publishers to revive sales of the Translation to the Reversion Level within 6 (six) months. In the event of the Publishers' failure to revive sales of the Translation to the Reversion Level within such 6 (six) months, the Owner shall be entitled to terminate this Agreement forthwith by notice to the Publishers, whereupon this Agreement shall terminate.

## **Termination**

- 15.3 This Agreement shall automatically terminate in the event that the Publishers commit a material breach of any of the terms and conditions of this Agreement. For the avoidance of doubt, the Publishers' failure to publish the Translation in physical book format pursuant to Clause 2 hereof shall be a material breach of this Agreement.
- 15.4 The Owner may terminate this Agreement with immediate effect by serving written notice upon the Publishers: if the Publishers are unable to pay their debts, or if the Publishers are declared bankrupt, or if a liquidator or receiver is appointed in respect of the Publishers, or if any situation analogous to the preceding events occurs in respect of the Publishers under the laws of any jurisdiction.

## **Effects of Termination**

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- Upon termination of this Agreement howsoever occurring all rights granted to the Publishers hereunder shall revert to the Owner and the Publishers shall immediately destroy any remaining copies of the Translation.
- 15.6 Termination of this Agreement howsoever occurring shall be without prejudice to:
  - (a) the Owner's right to damages for the Publishers' breach or default of this Agreement, any other rights or remedies available to the Owner, and the Publishers' obligation to account for and pay to the Owner all sums due to the Owner at the effective date of termination or which may become due to the Owner after termination, whether from sales or sublicences of the Translation made pursuant to Clause 6 hereof or otherwise;
  - (b) any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination or expiration of this Agreement.
- 15.7 Clauses 3.3, 3.5, 7, 16, 17, 18, 19, 20, 21, 22, 23, 24 hereof and this Clause 15.7 shall continue in force after termination of this Agreement.

#### 16. **OWNER'S AGENT**

The Owner hereby appoints the firm of PFD of 55 New Oxford Street, London, in conjunction with Intercontinental Literary Agency Ltd of 5 New Concordia Wharf, Mill Street, London SE1 2BB UK in association with Andrew Nurnberg Associates International Limited of 20-23 Greville Street, London EC1N 8SS, UK and Andrew Nurnberg Associates Prague as their agent and authorises the said agent to collect and receive all sums of money due to them under the terms of this Agreement and they declare that the receipt of the said agent shall be a good and valid discharge of all persons paying such sums of money to them and the Owner further declares that this appointment shall be binding upon their heirs and executors. The Owner hereby authorises and empowers the Publishers to treat with the said agent on their behalf in all matters concerning this Agreement. All payments due under the terms of this Agreement shall be made by the Publishers by bank transfer for the gross amount, free of all bank charges to Andrew Nurnberg Associates Int. Prague – bank details: Barclays Bank PLC, Muswell Hill Branch, N8 9RJ London, United Kingdom

### **USD** account:

Sort Code: 205851 Account No. 63351733

IBAN: GB21 BUKB 2058 5163 3517 33 SWIFT/BIC CODE: BUKBGB22

## **EUR account:**

Sort Code: 205851 Account No. 44771044

IBAN: GB56 BUKB 2058 5144 7710 44 SWIFT/BIC CODE: BUKBGB22

#### **17**. **RESERVATION OF RIGHTS**

All rights in the Work either now existing or which may hereafter come into existence or be recognised by law which are not specifically granted to the Publishers in this Agreement are reserved to the Owner for use or assignment and without limitation. All rights and goodwill in and to the Work shall inure for the benefit of and are, and shall remain, vested in the Owner.

#### 18. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement, and supersedes any previous agreement, arrangement or understanding (whether oral or written) between the parties relating to its subject matter.

#### 19. **WAIVERS**

A failure to exercise or delay in exercising any right, remedy or power provided under this Agreement or by law does not constitute a waiver of the right, remedy or power or a waiver of any other right, remedy or power. No single and partial exercise of any right, remedy or power prevents any further exercise of it or the exercise of any other right, remedy or power.

#### **VARIATION** 20.

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No variation or modification of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### 21. **SEVERANCE**

- 21.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 21.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties agree to negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original economic, legal and commercial objectives.

#### 22. THIRD PARTY RIGHTS

No person other than a party to this Agreement shall have any rights to enforce any term of this Agreement.

#### **GOVERNING LAW AND JURISDICTION** 23.

This Agreement and any and all matters and disputes arising hereunder (including non-contractual disputes or claims) shall be governed by English law and the parties irrevocably agree that the English courts shall have exclusive jurisdiction over any suit, action, proceedings or dispute (including non-contractual disputes or claims arising out of or in connection with the negotiation, validity or enforceability of this Agreement, and or the legal relationships established by this Agreement).

#### 24. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed in 2 (two) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or PDF transmission of the signed Agreement will be legal and binding on both the Owner and the Publishers.



PROMISE AND FULFILMENT by Arthur Koestler / Czech / Nakladatelstvi Academia



## **Certificate Of Completion**

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Subject: Koestler PROMISE AND FULFILMENT Academia, Czech

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent	Hashed/Encrypted	9/23/2020 10:13:15 AM		
Certified Delivered	Security Checked	9/29/2020 9:06:27 PM		
Signing Complete	Security Checked	9/29/2020 9:07:02 PM		
Completed	Security Checked	9/29/2020 9:07:02 PM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Intercontinental Literary Agency Limited (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

# Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

# Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

# All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

# **How to contact Intercontinental Literary Agency Limited:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

receive notices and	d disclosures el	ectronically a	s follows:	
To contact us by	email send mess	sages to:		

# To advise Intercontinental Literary Agency Limited of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at

and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

# To request paper copies from Intercontinental Literary Agency Limited

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with Intercontinental Literary Agency Limited

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your	r DocuSign account, and on the subsequent		
page, select the check-box indicating you wish	n to withdraw your consent, or you may;		
ii. send us an e-mail to	and in the body of such		
request you must state your e-mail, full name, IS Postal Address, telephone number, and			
account number. We do not need any other information from you to withdraw consent			
The consequences of your withdrawing consent for online documents will be that			
transactions may take a longer time to process	i		

## Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?	
Browsers (for SENDERS):	Internet Explorer 6.0? or above	
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,	
	NetScape 7.2 (or above)	
Email:	Access to a valid email account	
Screen Resolution:	800 x 600 minimum	
Enabled Security Settings:		
	•Allow per session cookies	
	•Users accessing the internet behind a Proxy	
	Server must enable HTTP 1.1 settings via	
	proxy connection	

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

# Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Intercontinental Literary Agency Limited as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Intercontinental Literary Agency Limited during the course of my relationship with you.