

MEMORANDUM OF LICENSING AGREEMENT

made this June, the 15th, 2018
between

MLADINSKA KNJIGA ZALOŽBA, d.d.
Slovenska 29,
1000 Ljubljana
SLOVENIA
VAT No.: SI 61753181

(hereinafter called The PROPRIETOR), of the one part, and

Stredisko spolecnvch cinnost i AV CR, v.v.i.
Narodni 3
110 00 Praha 1 Czech
Republic
VAT No.: CZ60457856

(hereinafter called THE PUBLISHER) of the second part,

whereby it is mutually agreed as follows regarding the WORK entitled:

TITO IN TOVARIŠI by Jože Pirjevec

1. The PROPRIETOR hereby grants to the PUBLISHER the sole and exclusive right:
 - to translate and publish the said WORK in volume book form in **Czech language, world-wide,**
 - the additional and subsidiary rights in the original work hereinafter set forth,
 - the electronic book form rights, subject to the terms and conditions following, and guarantees that he has full power and authority to make this agreement and grant.
2. The PUBLISHER agrees to publish its edition of the said WORK within **24-months** of the date of this agreement. If the PUBLISHER fails to do so, this agreement shall be cancelled automatically and the PROPRIETOR shall resume possession of the LICENSE and of all rights granted to the PUBLISHER hereunder, without prejudice to any monies already paid or to become due.
3. The PUBLISHER agrees to publish the trade edition in **approx. [redacted] copies** for the first print run and to pay a royalty of **[redacted] % ([redacted] percent)** of the list price **up to [redacted] copies** per **sold copy** of the said WORK.

The PUBLISHER agrees to pay a royalty of █ % on net receipts (*) for the electronic book form rights.

- (a) The Publisher shall have the right to produce and issue and sell the Work in Electronic Verbatim Text form (ie ebook), defined as the issue of the Work, in whole unabridged form by way of any electronic, magnetic, digital or optical platform capable of storing and/or transmitting the Work, making it available to be displayed and read securely as a 'book' on a screen. The ebook may include a search facility.
- (b) The Publisher may not include any advertising material in an ebook of the Work without the Proprietor's agreement. With the specific agreement of the Proprietor only, the Publisher may at their own expense include the following enrichments as part of their ebook publication of the Work: Illustrative material (non-moving), publicity or marketing material (such as but not limited to print or audio interviews with the Proprietor), additional material for educational purposes. The Publisher shall own the copyright to Enrichments created by the Publisher. The Proprietor shall own the copyright to Enrichments created by the Proprietor. The Publisher may not include the Work in whole or in part in a digital collection, anthology, omnibus or any other form of digital or electronic publication comprising more than one work (whether these works are written by the Proprietor or by a third party) without the Proprietor's specific agreement.
- (c) For the avoidance of doubt, Electronic Version rights (ie the right to create a service or product which is derived or adapted from the Work) are reserved to the Proprietor.
- (d) The Publisher may provide internet retailers with a secure 'browser' facility in order to aid sales of the Work. Such 'browser' facility would allow end-users to read short sections of the Work at no charge. Such sections should not exceed █ % of the total word count of the Work (ready formatted by the Publisher and the Publisher shall retain control of the electronic file of the Work). Any proposal to offer extracts of the Work for sale to end-users, via an internet retailer or otherwise, shall be subject to the Proprietor's agreement and the Proprietor shall receive a mutually agreed royalty. The Publisher shall retain the right to instruct such internet retailers to remove and delete the 'browser' facility in relation to the Work at any time on the request of the Proprietor

Against all PROPRIETOR's earnings from all sources under this agreement, the PUBLISHER shall pay an advance of EUR 1.600 as follows:

EUR █, as a non-returnable advance payable on signature of this Agreement,

EUR █ for illustrations fee payable on signature of this Agreement and the PROPRIETOR will supply the high resolution files on CD.

In case of sales at a reduced price of more than █ % the PUBLISHER agrees to pay a royalty of █ % on the net receipts, unless the sum realised is less than the costs of manufacture.

- for anthology permissions, post publications and condensations in newspapers and magazines, the Proprietor will earn a [redacted] percent ([redacted]%) of the amount received by the Publisher from these licenses.

- for paperback rights the Proprietor will earn a [redacted] percent ([redacted]%) of the amount received by the Publisher from these licenses.

- for book club rights, the Proprietor will earn a [redacted] percent ([redacted]%) of the amount received by the Publisher from these licenses.

9. The translation of the said WORK shall be made faithfully and accurately. Abbreviations or alterations shall be made in the text thereof only with the prior written consent of the PROPRIETOR.

The original title of the said WORK shall appear on the back of the title page of every copy issued in the aforesaid translation and each copy published hereunder shall contain on its title page immediately following, the copyright notice which appears in the original edition of the WORK, to get her with the letter "c" within a circle , and year when first publication takes place hereunder, and the name of Author and a statement to the effect that all rights are reserved by the Author throughout the world, if not otherwise stated hereinafter.

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The name of the author shall appear in its customary form in due prominence on the title page and binding of every copy produced and on all advertisements of the said work issued by the PUBLISHER or his agents.

10. Advertisement may not be inserted or printed in any edition of the work, without the PROPRIETOR's prior written consent.

11. This licence is granted to the above named PUBLISHER solely and shall not be assigned by the PUBLISHER without the prior written consent of the PROPRIETOR, which consent shall not be unreasonably withheld.

12. Should the PUBLISHER be declared bankrupt or violate any of the terms of this agreement and not rectify such violation within one month after having received written notice from the PROPRIETOR to do so, then and in this event all rights to publish and sell the said WORK in the said translation shall revert to the PROPRIETOR who shall be at liberty to arrange for such rights elsewhere , without prejudice, however, to any monies already paid or then due or to become due under this Agreement up to the date of such termination.

13. All rights now existing or which may come into existence hereafter and which are not specifically granted herein are reserved exclusively by the PROPRIETOR, including serializations, magazine rights, radio, TV video and audio rights. This License does not include the right for the PUBLISHER to allow a third party to reproduce illustrations, photographs, quotations or other copyrighted material incorporated in the PROPRIETOR's edition of the said WORK, unless otherwise provided for herein.

14. This agreement is valid for 5S (five) years from the date of the signature of the Agreement and the rights herein granted shall revert automatically to the PROPRIETOR. This agreement is limited strictly on the terms and period stated herein and any arrangements for additional printings shall be subject to a new agreement.

If, during the term of this Agreement, the PUBLISHER's inventory for the licensed edition of the work is " out-of-print " and the PUBLISHER fails to reprint copies and pay royalties due on such reprint - within 90 days of the PROPRIETOR's written demand that the PUBLISHER reprint copies of its edition, this Agreement shall thereupon automatically terminate.

15. All disputes hereunder shall be settled by defendant's competent home courts, with the PROPRIETOR.

Signed _____
(PROPRIETOR)

7. 8. 2018 _____
(PUBLISHER)