

## Digital Publication and Distribution Agreement

### Cover Sheet

•	“Author” (Legal Name)	[●]
•	“Publisher”	[●]
•	“Effective Date”	[●]
•	“Execution Date”	The Execution Date of this Agreement is the later of the two dates shown beneath the Parties’ signatures below.
•	“Term”	The initial term of this Agreement (“ <b>Initial Term</b> ”) shall be two (2) years from the Effective Date unless terminated earlier pursuant to the terms of this Agreement. Unless Publisher notifies Author of its intention of not renewing this Agreement in writing at least thirty (30) days before the expiry of the Initial Term, this Agreement will automatically renew for one (1) year period (“ <b>Renewal Term</b> ”). The Initial Term and the Renewal Term are collectively referred to as the “ <b>Term</b> ” of this Agreement.
•	“Licensed Work(s)”	<p>The “<b>Licensed Work(s)</b>” refers to the original serial novel(s) (including any part or chapter thereof, its preface, cover art, illustration, etc.) of Author.</p> <p>Please refer to <u>Annex 1</u> for the specifications of the Licensed Work.</p> <p>Each Licensed Work shall include a brief description of such Licensed Work provided by Author in a form and substance to the satisfaction of Publisher.</p> <p>The title of each Licensed Work may be changed by mutual agreement of Publisher and Author, provided that Publisher may change the title of the Licensed Work for compliance with applicable law or the policies or requirements of applicable platform.</p>
•	Delivery Requirements	Without prejudice to the terms and conditions under this Agreement, Author shall, within three (3) days after the Execution Date, deliver the Licensed Work(s) to Publisher in a format (including without limitation, text file) designated by Publisher in accordance with the delivery schedule set forth in <u>Annex 2</u> and with the quality that is satisfactory to Publisher.
•	“Licensed Territory”	Universal
•	“Authorized Language(s)”	[REDACTED]
•	“License Fee”	<p>Subject to Section 3.1 of the General Terms and Conditions, “<b>License Fee</b>” refers to:</p> <ul style="list-style-type: none"> <li>• <u>Fixed Royalty</u>. Publisher shall pay Author USD (“<b>Fixed Royalty</b>”) within twenty (20) working days following the later of (i) Publisher’s</li> </ul>

		<p>receipt of a duly executed copy of this Agreement; and (ii) Publisher’s acceptance of the Licensed Work(s) delivered by Author in accordance with this Agreement;</p> <ul style="list-style-type: none"> <li>• <u>Contingent Royalty</u>. During the Term, Author is entitled to a royalty (“<b>Contingent Royalty</b>”) calculated according to the following formula: <i>effective reading time × (multiplied by) unit rate</i> (calculated on a per Licensed Work basis) for each Licensed Work exploited by Publisher in accordance with Section 2.1(a) of the General Terms and Conditions (for the avoidance of doubt, the calculation of effective reading time shall be based solely on Publisher’s measurement and data, and the unit rate will be determined by Publisher in its discretion by taking into consideration of a variety of factors and may vary from time to time). The Contingent Royalty (if any) payable by Publisher to Author shall be first applied against any Fixed Royalty paid or payable by Publisher to Author hereunder. Author is entitled to, after the Fixed Royalty has been fully recouped, all Contingent Royalty that are in excess of the Fixed Royalty; and</li> <li>• <u>Bonus</u>. Publisher may, from time to time during the Term, in its sole discretion, choose to provide Author with a bonus payment based on the overall performance of the distribution platform(s) and/or the Licensed Work(s) (taking into consideration elements such as the total number of the users of the distribution platform(s) and/or the total number of the viewers of the Licensed Work(s)).</li> </ul>	
<ul style="list-style-type: none"> <li>•</li> </ul>	<p>Payment Method and Account</p>	<p>Payment method: <span style="background-color: yellow;">[please fill out “wire transfer” or “PayPal”]</span></p> <p>Author’s account: Paypal:</p> <p>Wire transfer: Bank: Name of the account holder: Account number: Swift code:</p> <p><b>Publisher’s account:</b> Bytedance(HK) Limited Bank: Citibank, N.A., Hong Kong Branch Account number: 1254921005</p>	
<ul style="list-style-type: none"> <li>•</li> </ul>	<p>Notice</p>	<p>To Author at:</p> <p><span style="background-color: yellow;">[Address]</span></p>	<p>To Publisher at:</p> <p>Address: <span style="background-color: black; color: black;">[REDACTED]</span></p> <p><span style="background-color: black; color: black;">[REDACTED]</span></p> <p><span style="background-color: black; color: black;">[REDACTED]</span></p>

		[Email]	[REDACTED]
		Marked for the attention of:	[REDACTED]
		[●]	weiyi.642 [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Author and Publisher shall be referred to hereunder each as a “Party” and collectively as the “Parties”.

This Cover Sheet, the General Terms and Conditions and all Annexes attached hereto, shall constitute the entire agreement (“Agreement”) between Author and Publisher with respect to the subject matter hereof, and shall replace all prior agreements, contracts, communications, promises or understandings between the Parties in respect of the subject matter of this Agreement, whether oral or written.

In case of any discrepancy of the Cover Sheet, the General Terms and Conditions and any Annex attached hereto, the order of precedence shall be: the Cover Sheet, then the General Terms and Conditions, and finally the Annexes.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Execution Date.

[Author]	Bytedance (HK) Limited
Seal (if applicable):	Seal (if applicable):
Signature:	Signature:
Name:	Name: Yiming Zhang
Title:	Title:
Date:	Date:

[Please arrange for signature of Author’s parent or legal guardian if Author is a minor upon execution of this Agreement.]

The parent or legal guardian, \_\_\_\_\_ (Identity Card no. \_\_\_\_\_) is the parent or legal guardian of Author. The parent or legal guardian has read and acknowledge that he/she fully understands the terms and conditions of this Agreement and agrees to procure Author to be bound by them. The parent or legal guardian hereby consents to Author granting the rights to Publisher in accordance with the terms and conditions of this Agreement and agrees that this Agreement as a whole is for the benefit of Author.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## General Terms and Conditions

- **Conditions Precedent**

- Publisher's obligations under this Agreement are conditioned upon satisfaction of the following "Conditions Precedent": (a) Publisher's receipt of this Agreement (including all Annexes attached hereto), signed by Author; (b) Publisher's receipt and approval, in its sole discretion, the provision of the complete chain of title to the Licensed Work; and (c) Publisher's receipt of all forms and documents necessary to enable Publisher to effect payment to Author.

- **Rights Grant**

- Granted Rights. Author hereby grants to Publisher a non-exclusive, irrevocable, transferable and sub-licensable right and license to the following rights, titles and interests in and to the Licensed Work, to which Author is, or may become, entitled (collectively, the "**Granted Rights**"), in any and all media now known or hereafter devised:

- format, reformat, index, catalogue, use, reproduce, issue, distribute, stream (including live stream), display, display by download, transmit, perform, show or play, and otherwise make available the Licensed Work(s) in any digitized format (including without limitation HTML and any digitized format that is now known or hereafter devised) and on any device (including without limitation computer and hand-held devices), on a gratis basis or on a non-gratis basis, in the Authorized Language(s) during the Term and within the Licensed Territory, and to store the Licensed Work(s) on servers hosted by, for or on behalf of Publisher;
- format, reformat, index, catalogue, use, reproduce, issue, distribute, stream (including live stream), display, display by download, transmit, create, perform, show or play, and otherwise make available non-dramatic reading of all or part of the Licensed Work(s) in the Authorized Language(s) in any digitized format (including without limitation text to sound, sound recording, e-book, audio book) and on any device (including without limitation computer and hand-held devices), on a gratis basis or on a non-gratis basis, during the Term and within the Licensed Territory, and to store the non-dramatic reading of the Licensed Work(s) on servers hosted by, for or on behalf of Publisher;
- use, adapt and create derivative work of the Licensed Work(s) and any element thereof (including without limitation title, characters, extracts, summaries, synopsis) to create images, posters, short video clips (animated, live action or otherwise) and other promotional materials ("**Promotional Materials**") in all languages and reproduce, display, display by download, transmit, make available and store such Promotional Materials on a royalty-free and fully paid-up basis throughout the universe perpetually for the purposes of promotion, marketing and publicity; and
- make available the Licensed Work and/or non-dramatic reading thereof to readers on a perpetual basis (i) if a reader, prior to termination or expiration of this Agreement, (x) has added the

Licensed Work to the reader's bookshelf or other equivalent or similar features of the applicable reading device, service or channel made available to the reader; (y) has downloaded the Licensed Work; or (z) has paid a fee (by subscription, pay on a per book or per chapter basis or otherwise) for reading, downloading or otherwise accessing the Licensed Work; and/or (ii) for the protection of consumer rights or otherwise required by applicable law, and to store the Licensed Work and/or non-dramatic reading thereof on servers hosted by, for or on behalf of Publisher.

- For the avoidance of doubt, the rights granted under Section 2.1(a) shall expressly exclude the rights granted under Section 2.1(b).
- License of Marks. Author hereby grants to Publisher a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free and fully paid-up right and license to use any trademarks, logos and marks of Author ("**Licensed Marks**") in connection with the exploitation of the rights granted under this Agreement during the Term and within the Licensed Territory.
- Name and Likeness. Author hereby grants to Publisher a non-exclusive, irrevocable, transferable, sub-licensable, royalty-free and fully paid-up right and license to use and publish and to permit others to use and publish Author's names (including pen names), likeness and biographical materials in connection with the exploitation of the rights granted under this Agreement during the Term and within the Licensed Territory.
- Moral Rights. Author, being the sole author of the Licensed Work(s), hereby waives all moral rights in respect of the use to be made of the Licensed Work(s) under this Agreement to which Publisher may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 or under any similar legislation from time to time in force anywhere in the world.
- Option to Non-exclusive License to Additional Works. During the Term of this Agreement, Author shall provide Publisher with a written notice of any additional work of Author ("**Additional Work**") within 15 days following the Additional Work is or becomes available for digital publication and distribution on a non-exclusive basis, and Publisher shall have the right (but not the obligation) to acquire the Granted Rights in and to such Additional Work under terms and conditions identical to or substantially similar with the terms and conditions under this Agreement.
- Derivative Works. Notwithstanding anything to the contrary herein, all rights, title and interest (including copyright and other intellectual property rights) in and to any and all works created by, for or on behalf of Publisher in connection with its exploitation of the Granted Rights hereunder ("**Derivative Works**"), shall belong to Publisher, subject to Author's existing copyright of the Licensed Work(s) ("**Author's Existing Rights**"). Without limiting the generality of Section 2.1, Author hereby grants Publisher a non-exclusive, universal, sublicensable, transferable, irrevocable, royalty-free and fully paid-up license to use such Author's Existing Rights on a non-exclusive basis perpetually following the termination or expiry of this Agreement in connection with Publisher's exploitation of the Derivative Works (including without limitation Promotional Materials).
- Reserved Rights. All rights, title and interests of the Licensed Work(s) which are not expressly granted to Publisher hereunder are reserved by Author.
- **License Fee and Payment**
- License Fee. Provided that Author fully performs its obligations under this Agreement and is not in default of this Agreement, Author shall be entitled to the License Fee set forth in the Cover Sheet, in consideration of the rights granted hereunder. For the avoidance of doubt, the License Fee shall be the all-inclusive fee payable by Publisher to Author for all the rights granted hereunder, and Author represents and warrants that Publisher shall not be required to pay any additional fees for exploiting the rights granted hereunder. Publisher will use commercially reasonable efforts to inform Author in writing periodically of the License

Fee payable (if any) in a manner and interval determined by Publisher in its discretion from time to time. The Parties will use good faith efforts to resolve any disputes of payment hereunder, provided that calculation of the amount of License Fee will be based solely on Publisher's measurements and data.

- **Payment.**

- With respect to any undisputed amount, within 20 working days after receipt of proper information and materials as may be reasonably requested by Publisher, Publisher shall remit the undisputed amount to Author's account as set forth in the Cover Sheet, subject to Section 3.2(b) and Section 3.3; provided that a payment of License Fee shall not become payable unless and until the aggregate accrued amount of unpaid License Fee exceeds one hundred United States Dollars (US\$100); provided, further, Publisher may make a pay-out of all accrued amounts at any time in its sole discretion. Publisher shall have the right to set off any amount payable by Author to Publisher against any amount payable by Publisher to Author hereunder.
- Notwithstanding the foregoing, both Publisher and Author agree that if Author later agrees to use any other payment method made available to Author by Publisher or its designated parties ("**Alternative Payment Arrangement**") to receive the payment hereunder, Author expressly acknowledges and agrees that the payment by Publisher or its designated parties via such Alternative Payment Arrangement shall be deemed as full performance of payment obligations by Publisher to Author under this Agreement. If Author agrees to such Alternative Payment Arrangement and there is any inconsistency between the payment terms of this Agreement and the terms and conditions applicable for such Alternative Payment Arrangement, the terms and conditions applicable for such Alternative Payment Arrangement shall prevail to the extent and only relating to the payment of License Fee hereunder.
- Provided that Publisher makes the payments to Author's account set forth in the Cover Sheet or Author's account designated under the Alternative Payment Arrangement, Publisher shall have no liability to Author's losses or damages in any manner, if such losses or damages are caused by inaccurate or not-up-to-date information of Author's account, misuse of Author's account by any third party or any reason not directly attributable to Publisher.

- **Taxes.** All payments payable by Publisher to Author under this Agreement are tax inclusive and each Party shall be respectively responsible for its own taxes in accordance with applicable laws. If Publisher is required under applicable law to withhold any taxes from any payments to be made to Author, it shall provide Author with receipts and/or other evidence of such withholding and payment to the relevant tax authorities, and the amounts paid to Author, as reduced by such deductions or withholdings, will constitute full payments to Author.

- **No Guarantee.** Publisher makes no representation, warranty or covenant, either express or implied, that (i) any Licensed Work will achieve any particular profit level, whether in any individual jurisdiction or cumulatively throughout the Licensed Territory, or (ii) Publisher will devote, or cause to be devoted, any level of diligence or resources to commercializing the Licensed Work(s).

- **Delivery and Content Requirements**

- **Delivery and Presentation.** Author shall deliver the Licensed Work(s) to Publisher in a format designated by Publisher in writing and with the quality that is satisfactory to Publisher. Publisher shall be entitled to determine in its sole discretion the presentation, format and form of the Licensed Work(s) on the distribution platform(s).
- **Content Requirements.** The Licensed Work(s) shall not include content which is obscene, libellous, slanderous, injurious, or otherwise violate any applicable federal, state, or local law, regulation, statute, code or any applicable content guidelines for any distribution platform. If any Licensed Work, in full or in

part, is deemed or suspected to violate any content requirement by Publisher in its sole discretion, Publisher shall have the option to (i) take down a part or all the Licensed Work(s) immediately without notice and without liability to Author or (ii) edit the Licensed Work(s) to the extent as required to comply with applicable law, to maintain the integrity or to satisfy the content requirements of the distribution platform(s), provided that the edited version shall be subject to Author's prior written approval (which shall not be unreasonably withheld, conditioned or delayed).

- **Marketing and Promotion**

- Promotional Materials/Clips. Publisher will create the Promotional Materials at its own cost. Without limiting the generality of Section 2.1(c), Publisher shall be entitled to develop, produce and exploit promotional video clips for each Licensed Work, each of which shall be no longer than ten (10) minutes. All Promotional Materials are the sole property of Publisher. Publisher shall have the right to, in its sole discretion, determine the content, form, manner and other elements for the Promotional Materials. To the extent that Author delivers any materials to Publisher for marketing, promotion or publicity purposes hereunder, Author grants Publisher a non-exclusive, irrevocable, sub-licensable, transferable, perpetual, universal, royalty-free and fully paid-up right and license to use such materials in any manner reasonably decided by Publisher, and Author represents and warrants that Author is the owner of such materials or has received any and all necessary licences, waivers, consents, clearance or authorization from the owner(s) of such materials to enable Author to license such rights as are necessary to Publisher, and hereby warrants and represents that use of the materials by Publisher shall not infringe the intellectual property rights or other proprietary rights of any third party.

- Promotional Activities. Publisher will have sole discretion in determining all marketing and promotions related to the Licensed Work(s). Author acknowledges and agrees that Publisher has no obligation to market, promote or publicize any Licensed Work, or to continue marketing, promoting or publicizing any Licensed Work after Publisher has commenced to do so.

- **Representations and Warranties**

- Publisher Representations and Warranties. Publisher represents and warrants to Author that Publisher is a company duly organized or established, existing and in good standing under the laws of its place of incorporation, and has the right, and full power and authority, to enter into and perform this Agreement.

- Author's Representations and Warranties. Author represents and warrants to Publisher, upon which representations and warranties Publisher is specially relying in entering into this Agreement, that (a) Author is the original and sole author of the Licensed Work(s) and is the sole and exclusive owner of all right, title and interest in and to the Licensed Work(s); (b) Author has all requisite rights to enter into this Agreement and to grant to Publisher all rights granted under this Agreement without any liens, claims, restrictions, limitations, encumbrances and interests of any person on the Licensed Work; (c) Author has not received any written notice of a claim, and has not been aware of any threatened claim, made by any third party of infringement or misappropriation, or contesting the validity, enforceability, use or ownership of the assets, properties or rights subject to the Licensed Work and there is no basis therefor; (d) the execution, delivery and performance by Author of this Agreement and the consummation of the transaction contemplated hereby will not conflict with or result in any breach of the terms and provisions of any other contracts or agreements to which it is a party or by which it is bound; (e) Author shall not dispose its rights in and to the Licensed Work(s) in any manner which may adversely affect Publisher's exploitation of its rights granted under this Agreement; (f) each Licensed Work is original; (g) the Licensed Work(s) and Publisher's exploitation of the rights granted under this Agreement do not and will not infringe on or constitute a misappropriation of the copyright, trademark or other intellectual property rights or other rights (e.g., privacy) of any third party (e.g., if a Licensed Work is a fiction, the Licensed Work shall not include the name and/or likeness of any actual person, living or dead, location or event unless otherwise permitted by applicable law); (h) the Licensed Work(s) shall comply with the content requirements in Section 4.2; and (i)

information provided by Author to Publisher under or in connection with this Agreement is authentic, accurate, complete and updated.

- **Indemnity.** Author shall indemnify, defend and hold harmless Publisher and its affiliates and their respective directors, officers, employees, agents, assigns and successors from and against any and all liabilities, damages, losses and expenses (including attorney fees) arising from or in connection with Author's breach of the representations and warranties under this Agreement.

- **Termination**

- **Publisher's Right to Terminate for Cause.** Publisher has the right to terminate this Agreement immediately, in full or in part, if Author breaches any of the obligations hereunder and such breach is non-curable, or if such breach is curable but Author fails to cure such breach within thirty (30) days following receipt of notice from Publisher to cure such breach.

- **Publisher's Right to Terminate for Convenience.** Publisher has the right to terminate this Agreement without cause with thirty (30) days written notice to Author.

- **Author's Right to Terminate for Cause.** Author has the right to terminate this Agreement with thirty (30) days written notice to Publisher (a) after and only after twelve (12) calendar months from the Effective Date of this Agreement; and (b) the total UV for the Licensed Work with such twelve (12) calendar months is 0. The "UV" refers to the number of unique visitor visiting a page of a website or an application or a web location during a specific time interval, regardless the number of visits made by such unique visitor. The UV will be measured according to the Publisher's measurements and data and will be provided by Publisher to Author upon reasonable request of Author in writing.

- **Effect of Termination.**

- No termination under this Agreement shall relieve or discharge, or be deemed or construed as relieving or discharging, any Party hereto from any duty, obligation or liability hereunder which was accrued as of the date of such termination. For the avoidance of doubt, the termination or expiration of this Agreement shall not affect any rights granted hereunder which shall survive such termination or expiration, including without limitation the rights granted in Sections 2.1(c), 2.1(d) and 2.6.

- If this Agreement is terminated by Author in accordance with Section 7.3, Author shall refund, the Fixed Royalty paid by Publisher on a pro rata basis which relates to the unexpired part of the Term at the date of termination, to the Publisher's account set forth in the Cover Sheet within thirty (30) days following the termination or in accordance with the terms for refund applicable for . For the purpose of calculating refund under this Section 7.4(b), the Term shall be deemed 3\*12\*365 days regardless whether this Agreement is renewed, terminated or not. By way of illustration, if Author terminates this Agreement after 500 days from the Effective Date in accordance with Section 7.3, Author shall refund Publisher the amount equivalent to Fixed Amount \* (3\*12\*365 days - 500 days) / 3\*12\*365 days.

- **Survival.** This Section 7.5 and Sections 2.1(c), 2.1(d), 2.6, 6.3, 7.4, 9 and 10 and other provisions by their nature are intended to survive, shall survive any termination or expiry of this Agreement.

- **Data Privacy**

- Where Publisher collects and processes personal data of Author, including without limitation the personal data set out in Annex 3 (Author's Profile), Author acknowledges that Publisher will process such personal data for the purpose of performance of this Agreement and in accordance with applicable data protection laws.



- **Governing Law and Dispute Resolution**

- This Agreement is governed by the laws of England. Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by binding arbitration in London under the WIPO Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration clause shall be English law. The arbitration proceedings shall be conducted in English. Each Party retains the right to request, before or during the arbitral proceedings, from a court an interim measure of protection and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.

- **Miscellaneous**

- Confidentiality. All information disclosed by Publisher to Author, or to which Author hereto gains access in connection with this Agreement even if before the Effective Date of this Agreement, which is in oral, written, electronic, photographic, or other tangible form, and which is marked “Confidential”, “Proprietary”, “Private”, or in any other manner reasonably indicates its confidential and/or proprietary nature, shall be deemed to be the property of Publisher and confidential, and shall include the terms of this Agreement (and any draft versions thereof), all information disclosed by Publisher in the course of the Parties’ negotiation of this Agreement and all data, reports, financial statements, records or other materials or information prepared by Publisher in connection with this Agreement (such information collectively referred to as “**Confidential Information**”). Author agrees to hold such Confidential Information in confidence, and shall (a) not disclose such Confidential Information to any third party, in whole or in part, without the prior written authorization of Publisher, except Author’s representatives and legal counsel who have a need to know, or who are under a duty of non-disclosure or otherwise required by applicable law; (b) use or permit the use of such Confidential Information solely in accordance with th

[REDACTED]

10) [REDACTED]

- [REDACTED] out limitation any government action or order, change of law or regulation), and no such delay of, default in, or failure to performance shall constitute a breach by either Party hereunder. If the period of any delay or non-performance continues for thirty (30) calendar days, Publisher may terminate this Agreement immediately upon written notice to Author without any liabilities.

- Limitation of Liability. Neither Party shall be liable to the other Party for special, consequential or incidental losses or for lost profits. In no event shall Publisher’s aggregate liability to Author (including liability to any person or persons whose claim or claims are based on or derived from a right or rights claimed by Author), with respect to any and all claims at any and all times arising from or related to the subject matter of this Agreement, in contract, tort, or otherwise, exceed the aggregate License Fee paid or payable by Publisher to Author in the twelve (12) months immediately preceding the event giving rise to such claim.

- Independent Counsel. Publisher and Author each acknowledges that each of them has had the opportunity to seek independent legal counsel in connection with entering into this Agreement, and has either done so or has voluntarily chosen not to.

- No Equitable Relief. Notwithstanding anything to the contrary, in no event shall Author be entitled to terminate or rescind any of the rights granted hereunder, and Author’s remedy for any breach of this Agreement by Publisher, including failure to pay any part of the consideration, shall be limited to an action

at law for monetary damages, and under no circumstances shall Author be entitled to any injunctive relief, whether based on statute, common law, or otherwise.

- Errors. Publisher shall not be held responsible for errors in the Licensed Work(s), including without limitation spelling, grammar, punctuation, missing words, work style, corrupted files, computer formatting errors. Author is responsible for submitting a professionally edited manuscript and for proofreading the final proof prior to delivering the Licensed Work(s) to Publisher.
- Loss. It is Author's responsibility to retain complete records and copies of all materials and files relating to the Licensed Work(s) and Publisher is not and will not be liable to Author for any misplacement, loss or damage of the Licensed Work(s) for any cause.
- No Obligation to Exploit. Nothing under this Agreement shall be construed as requiring Publisher to exercise or exploit, or continue to exercise or exploit, any of the rights granted hereunder.
- Assignment. This Agreement is personal to Author, and Author shall not assign this Agreement without prior written consent of Publisher. Publisher may assign this Agreement to any of its affiliates without obtaining the consent of Author.
- Notice. All notices and other communications between the Parties that are required or permitted under this Agreement shall be in writing, delivered by hand, courier or email to the addresses or e-mail addresses as specified in the Cover Sheet and marked for the attention of the person as specified in the Cover Sheet, unless otherwise notified by the receiving Party in accordance with this Section 10.10. A notice shall take effect from the time it is served, unless a later effective time is specified in such notice. Unless any evidence shows that it was received earlier, a notice shall be deemed served: (a) if delivered by courier or hand, when delivered; or (b) if sent by email, when the sending Party receives an automated message confirming the delivery or three (3) hours after the time sent (as recorded on the device from which the email was sent), whichever is earlier, unless the sending Party receives an automated message that the email has not been delivered.
- Amendment. This Agreement cannot be modified or changed except by written agreement duly executed by both Parties.
- Waiver. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right, or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.
- Severability. If any term or provision of this Agreement is found by a court or arbitral tribunal of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the legal effect of the other terms or provisions hereof or the entirety of this Agreement shall not be affected, and such term or provision shall be deemed modified to the extent necessary in the court's or arbitral tribunal's opinion to render such term or provision valid, legal or enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the Parties set forth herein.
- Further Assurance. Author shall do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement and give effect to this Agreement.
- Relationship of Parties. The Parties are independent contractors, and no employment, agency, partnership, franchise or joint venture is intended or created by this Agreement.
- Remedies Cumulative. No single or partial exercise of any right or remedy under this Agreement shall preclude any other or further exercise of any other right or remedy in this Agreement or otherwise provided by law. Unless otherwise agreed hereunder, rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy otherwise provided by law.

- Third Party Rights. No right shall be conferred under this Agreement on any person other than Publisher and Author, and no person other than Publisher and Author shall have any right to enforce any term of this Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).
- Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of the signature page of this Agreement transmitted electronically in Portable Document Format will be treated as originals, fully-binding and with full legal force and effect and each Party waives any right it may have to object to such treatment.
- Headings. The headings of this Agreement are for convenience only and shall not in any way affect the interpretation of this Agreement.
  - *[The remainder of the page is intentionally left blank.]*

- **Annex 1 Specifications of Licensed Work(s)**

Title of Licensed Work	
Total Number of Chapters	
Total Number of Words	
Published or Not Yet Published	
If Published,	
<ul style="list-style-type: none"> <li>• publication channel, exclusive or non-exclusive license, expiry date of license</li> </ul>	

• **Annex 2 Delivery Schedule**

Date	Title of Licensed Work	Deliverables
•		
•		
•		
•		
•		

• **Annex 3 Author's Profile**

Legal Name	
Pen Name	
Gender	
Age	
ID Category	
ID No.	
Copy of ID	
Address	
Email	
Facebook ID	
Additional Information (if any)	