

Please note that this is a Sample of the Agreement, thus cannot be used as an official one. This Sample is CONFIDENTIAL and PRIVILEGED or otherwise protected from disclosure. NovelCat retains the right to pursue legal actions against any illegal act.

Non-Exclusive Copyright License Agreement

Party A: HK Xinmo Technology Limited

Address: Room 1318-19, Hollywood Live Commercial Centre, 610 Nathan Road, Mong Kok, Kowloon, Hong Kong

Contact Person:

E-mail: inovelcat@gmail.com

Party B (Individual):

Legal Name:

Pen Name:

ID Number:

Nationality:

Domicile:

Phone Number:

E-mail:

Whereas: Party A publishes various written works, audio files and other content through its online platform. Party B grants Party A a non-exclusive authorization to use copyrights in contractual works created by Party B to promote the continuous development and prosperity of original literature, provide a better creative environment for authors, and prompt the emergence of more excellent original literary works. To define the rights and obligations of both parties, the parties hereby agree as follows:

1. Definitions and Interpretations

1.1 Definitions

Unless otherwise agreed in this Agreement, Party A and Party B mutually confirm that the following terms shall have the following specific meaning and agree as follows:

1.1.1 Party A's Platform: the internet products, channels and platforms that are owned or actually operated, developed or operated cooperatively by Party A and its affiliates, including but not limited to web pages, client-end applications, quick apps, applets, in-vehicle applications, SDK/API platforms, and websites, client-end applications, quick apps, applets, hardware facilities, etc. (including versions of all series) developed and operated by Party A and its affiliates with third parties on a cooperative basis within the valid term of this Agreement.

1.1.2 Contractual Work: a work listed in the Annex hereto on which authorization is granted to Party A in accordance with this Agreement, including its original, prequel, sequel, extra editions and follow-up, collateral and serial works and all other versions and in any language form that Party B creates based on relevant characters and stories in contractual works, whether the creation thereof is finished or not, that is, including finished and unfinished works.

1.1.3 Right of Communication through Information Network: the right to make works, performances, or audio-visual products available to the public in a wired or wireless manner to enable the public to obtain such works, performances or sound, or video recordings at a time and place selected by the individuals.

1.1.4 Party B Designated Account: the beneficiary account of Party B on which information is submitted by Party B through a designated page on the Party A's Platform, the payment of remunerations to such account made by Party A shall be deemed as its performance of the payment obligation as agreed in this Agreement. If Party B changes such an account, it shall notify Party A by email ten (10) working days in advance. Otherwise, Party A shall not be liable for any mistake in payment arising therefrom.

1.1.5 VIP Services: the paid reading services provided by Party A to network users.

1.1.6 Third Party Platform: a platform on which an authorized work is placed by a third party other than Party A and its affiliates on a wireless value-added business platform, internet website, client-end application, etc., that are controlled or operated by such third party in accordance with Party A's sublicense.

1.1.7 Distributable Income: the net proceeds after the settlement is made by authorized platforms for authorized works hereunder, i.e., the income after channel charges, promotion fees, claw-back deductions, all costs and any other charges are deducted from sales revenue generated from works.

1.1.8 Tax Payment: the declaration and payment of individual income taxes and other relevant taxes and charges by Party B to local tax authorities for incomes generated from this Agreement, without withholding or

payment by Party A.

1.2 Interpretations

1.2.1 Any reference to a day herein is to a working day which shall mean a day other than Saturday, Sunday and statutory holidays in Hong Kong, China.

1.2.2 Headings in this Agreement are for reference only and shall not affect the meaning and interpretation of any part of this Agreement.

1.2.3 Any currency and payment involved in this Agreement shall be settled in U.S. Dollars, unless otherwise specially indicated in this Agreement.

2. Subject Matter and Grant of Authorization

2.1 Subject Matter

2.1.1 The works listed in the List of Works in the Annex hereto are Contractual Works under this Agreement.

2.1.2 During the valid term of this Agreement, Party B shall enter into an authorization agreement with Party A separately if Party B creates a new work and publish such work on Party A's Platform.

2.1.3 Through the amicable negotiation between both parties, Party B agrees and acknowledges that Party A or a third party permitted by Party A may change the name of a Contractual Work based on Party A's specific needs and decide to use in what manner and what name of the Contractual Work, without the need of further confirmation with Party B.

2.2 Scope of Authorization Granted

2.2.1 Party B grants a non-exclusive authorization to Party A to exercise all copyrights in Contractual Works in all language versions worldwide, including but not limited to the Right of Communication through Information Network, the right of compilation, the right of adaptation, the right of reproduction, the right of distribution, etc. Party A shall have the right to sublicense the above right, in whole or in part, to a third party without the need to notify Party B or pay Party B any additional fees beyond those agreed in this Agreement.

2.2.2 During the valid term of this Agreement, Party A shall have the right to adapt Contractual Works into any form or format, including but not limited to movies, TV dramas, online drama series, animations, dramas, games, audiobooks, radio dramas, etc. And Party A shall have the right to commercialize Contractual Works in any form, format, language or method, or produce, use, sell, market, import, reproduce and distribute

Contractual Works or derivative works.

2.2.3 Party B also grants an authorization to Party A to use, including but not limited to, the name of Contractual Works, the name of characters in Contractual Works, etc., as trademarks on relevant commodities.

2.2.4 During the valid term of this Agreement, with respect to a work that has been published by Party B on Party A's Platform, if Party B requires to delete the work, such removal shall be subject to the consent of Party A.

3. Rights and Obligations of Both Parties

3.1 Rights and Obligations of Party A

3.1.1 Party A shall pay Party B remunerations in full for Contractual Works in accordance with this Agreement.

3.1.2 Party A shall sign the name of Party B in Contractual Works published by Party B on Party A's Platform.

3.1.3 To publicize and promote a Contractual Work of Party B, Party A may publish certain sections of the Contractual Work on a not-for-profit basis on newspapers, magazines, internet networks and any other media, without the need to pay any additional remuneration or other fees to Party B. To promote Party B and Party B's Contractual Works, with the consent of Party B, Party A may use the name (including legal name and pen name) and the portrait of Party B, and photos, pictures (including embellishing and processing of photos and pictures), animations, image and sounds containing the likeness of Party B, without the need to pay any fees to Party B.

3.1.4 Party A and Party B agree and acknowledge that Party B choose C the following means to provide users with Contractual Works:

A. VIP paid services;

B. Full text for free + advertisement income sharing;

C. To be decided by Party A as the case may be.

3.1.5 If the content quality of a Contractual Work under serialization declines, resulting in a rapid reduction of readers' click rate or affecting the sales of works, then Party A will give to Party B a notice requiring Party B to make revisions in a timely manner and meet the standards as recognized by Party A. Otherwise, Party A shall have the right to suspend, rescind or terminate this Agreement unilaterally; if the revised work remains to fail to meet Party A's criterion, then Party A shall have the right to require Party B to

finish such Contractual Work in a reasonable manner.

3.1.6 Party A may formulate various management regulations for the website to govern the publishment and update made by Party B in relation to relevant works on Party A's Platform; at the same time, for a work that does not meet the requirements of Party A's Platform, the editors of Party A's Platform may make suggestions on revisions, Party B shall provide its assistance for the same. If Party B refuses to make revisions within ten (10) days upon his/her receipt of Party A's suggestions on revisions, then Party A shall have the right to revise or finish such work. For a work that is in violation of any law, regulation, or policy, Party A shall have the right to remove such work.

3.1.7 Party A and Party B agree and acknowledge that the suspension or temporary interruption of external access, use, or the occurrence of any other temporary or periodical failure in access, use or otherwise of the Party A's Platform for any reason shall not be deemed as a default of Party A.

3.2 Rights and Obligations of Party B

3.2.1 Party B shall guarantee that the Contractual Works are created and finished by Party B independently. Party B shall guarantee that the Contractual Works don't infringe legal rights of any third party, that they are not involved in any legal disputes, including intellectual property disputes, and that they are in no violation of laws and other applicable copyright statutes in the countries where Party A and Party B are located. None of Party B's works shall contain any defaming content, slandering, discriminating against races or religions, or any children pornography or other illegal content.

3.2.2 Party B shall guarantee that he/she shall have the rights that have been authorized to Party A under Article 2.2 hereof, Party B shall bear defaulting liabilities for any infringement over copyrights and other rights of others arising from the exercise of such rights.

3.2.3 Party B shall guarantee that he/she will not transfer or grant an exclusive authorization to any third party to use or develop any Contractual Work in any manner around the world.

3.2.4 The number of words of a Contractual Work shall be calculated subject to the number of words as shown in Party A's website system.

3.2.5 Party B shall carry out the specific release of Contractual Works in electronic form at the time, through the channel and in the manner designated by Party A, or Party A releases and disseminate Contractual Works in electronic form. Party B undertakes to release works the total number of words that shall not be less than 30,000 per month. If Party B fails to provide written works in an agreed-upon amount, Party B shall be fully liable for losses arising from such failure, unless it is caused by a force majeure event or notified by Party B in advance and agreed by Party A.

3.2.6 If the failure of Party B to deliver works has lasted for more than one month without cause, or Party B explicitly indicates that he/she is indeed unable to continue to finish works or the failure of Party B to create works in accordance with outlines results in that works are completed abnormally, then Party B shall be deemed as having breached the contract. Party A may, by itself or entrust a third party to, continue the creation of Contractual Works and continue to retain the pen name of Party B as part of the authorship of such Contractual Work. All copyrights in such work shall be vested in Party A. Party A may use the finally finished Contractual Work for any commercial purpose and obtain all compensations, and Party A shall be entitled to the income sharing only with respect to the part created and uploaded by Party B.

3.2.7 Party B warrants that all the information filled in the Annex hereto by him/her is true and valid, such as the name of works, his/her legal name, pen name, beneficiary's account information, domicile, etc. Party B shall be liable for any losses arising from any error in the information provided by Party B.

3.2.8 Party B undertakes to actively preserve the image of Party A and Party A's Platform, assist Party A and Party A's Platform in jointly promoting Contractual Works and other works of Party B, and not to take any action that is prejudicial to the image of Party A or Party A's Platform or will impair any other works on the Party A's Platform for any reason.

3.3 Other Rights and Obligations

3.3.1 Party B grants Party A authorization to safeguard rights with respect to Contract Works worldwide. When a third party infringes a Contractual Work, Party A shall have the right to take measures, including legal measures, to safeguard the benefits of both parties in its name. Party B shall actively cooperate with Party A in taking such safeguarding actions and provide supporting documents necessary for Party A's measures to safeguard rights. The total amount that is collected by Party A and finally paid by the infringing party, after deducting costs incurred by safeguarding rights (including but not limited to attorneys' fees, notarial fees, litigation costs, etc.), shall be distributed between Party A and Party B at a ratio of 5:5.

3.3.2 If a third person (party) makes a claim against Party A that a Contractual Work is suspected of infringement and provides corresponding evidence, requiring Party A to cease publishing and delete Party B's infringing work, Party A shall have the right to cease publishing first and delete the work of Party B.

4. Remunerations and Payment Methods

4.1 Calculation Methods of Remunerations

Party A and Party B agree to choose the method as provided for in Article _____ to calculate remunerations:

4.1.1 **Profit Sharing:** (1) with regard to the income obtained from Party A's Platform or third-party

platforms authorized by Party A, Party B shall receive 50% of the Distributable Income; (2) with regard to the income obtained from a Contractual Work's adaption into film and television works, games, animations or any other forms, after Party A receives the Distributable Income, which equals to the settlement amount of adapted copyrights minus corresponding promotion costs, taxes and charges, Party B shall receive 50% of the post-tax Distributable Income, and Party A shall obtain 50% of the same as agency fees.

4.1.2 **Advance Payment:** Party A shall pay Party B remuneration for the part that has been created as calculated based on the advance payment (before tax) of USD [] per thousand of words or USD [] in total. If there is a left part that is less than one thousand words, such part shall not be included in the calculation of remunerations. When the Distributable Income of Party B exceeds the advance payment obtained by Party B with respect to the work, Party A shall pay 50% of the excess Distributable Income to Party B. During the term hereof, whether a new work created by Party B enjoys the advance payment and the specific amount of the advance payment shall be negotiated separately.

4.1.3 **Buyout:** Party A shall pay Party B remunerations for the part that has been created at the buyout price (before tax) of USD [] per thousand of words or USD [] in total, if there is a left part that is less than one thousand words, then such part shall not be included in the calculation of remunerations. The words that are not accepted by Party A shall not be included in the calculation of remunerations. Except for remunerations agreed in this Article, Party A will not pay any additional remuneration or money to Party B. The proceeds from Party A's use of all other derivative copyrights in Contractual Works shall belong to Party A.

4.1.4 The proceeds from any other sales methods and promotional activities initiated by Party A shall be additionally settled in accordance with specific provisions issued on the website of Party A. With respect to such activities, there is no need to execute an agreement separately by both parties.

4.2 Payment Methods

Both parties agree that all taxes, charges, and relevant handling fees (including but not limited to charges deducted by banks or other financial institutions, governmental charges, etc.) shall be borne by Party B. However, Party A may bear part of relevant handling fees as allowances granted to Party B based on actual circumstances. Party A will pay Party B remunerations for Contractual Works in the method and within the period as provided in Article _____:

4.2.1 **Advance Payment/Profit Sharing:** Except for the advance payment (if any), when the accumulative amount of Party B's remunerations exceeds USD 100, Party A will remit the accrued remunerations of Party B as of the month into a bank account designated by Party B before the twentieth day

of the following month (in case of public or statutory holidays, it will be postponed for such days).

4.2.1.1 Party A will provide Party B with settlement data of the preceding settlement period through Party A's Platform prior to the eighteenth (18th) day of each month without notice of remitted amounts. Party B shall verify and confirm in writing (including by email) the amount of settlement within [3] working days, Party B's delay in giving his/her response will be deemed a default confirmation.

4.2.1.2 If Party A pay Party B any income generated from film and television adaptations, game adaptations, animation adaptations, publications of paper books, etc., Party A shall settle with Party B within 60 days after Party A confirms its receipt of corresponding amounts of sales.

4.2.2.3 With respect to the sharing income generated from the authorization granted by Party A to an affiliate or a third party to use authorized works, Party A will pay Party B such income as agreed after Party A's receipt of settlement amounts from the affiliate or third party, the specific timing of the payment will be arranged by Party A separately in accordance with the third party's settlement schedule, any delay in the settlement will not be deemed as a default committed by Party A.

4.2.2 **Buyout:** If a Contractual Work has been finished, then Party A shall pay buyout fees before the twentieth day of the following month after the Contractual Work has been uploaded by Party B to Party A's Platform. If a Contractual Work is still under serialization, and only if the total amount of words in the Contractual Work is more than 50,000, upon confirmation by Party A, Party A shall pay buyout fees before the twentieth day of the next month as agreed in the Agreement. With respect to an unfinished work, monthly remunerations shall be settled in accordance with the remuneration confirmation form provided by Party A and paid to the beneficiary's account designated by Party B based on the number of words updated in the preceding month at the end of the current month.

5. Confidentiality Obligations

5.1 Each of Party A and Party B agrees that it is obligated to maintain confidential trade secrets and other technical and business information of the other party that it obtains or knows in the course of cooperation, and it shall not use such trade secrets for any purpose other than the purpose as agreed in this Agreement. Except for the circumstances stipulated in Article 5.3 hereof, if a party suffers any reputation, fame or economic losses, which are directly or indirectly arising out of the other party's use or disclosure of trade secrets in a manner in violation of the agreement, the suffering party may require the other party to compensate for all such losses. And the suffering party shall have the right to suspend, rescind or terminate this Agreement.

5.2 For the purpose of this Agreement, the term "trade secrets" shall mean any and all technical, financial,

commercial or other information that is owned by a party and/or any of its subsidiaries or affiliates and considered by the party as trade secrets, which information has the following features: being not available to the general public; having economic value to the right holder; providing practicability; being considered by the right holder as secrets and reasonable efforts having been made to maintain its secrecy.

5.3 Under any of the following circumstances, the disclosure of trade secrets by either of Party A or Party B shall not be deemed as its breach of this Agreement:

- i. such information is generally available to the public at the time of disclosure;
- ii. such information is disclosed with the prior written consent of the other party;
- iii. such information is disclosed under the requirement of a legal authority having jurisdiction over the party, provided that the party has notified in writing the other party of the content of trade secrets to be disclosed and the specific means of disclosure.

6. Defaulting Liabilities

6.1 General Default

6.1.1 Unless otherwise agreed in this Agreement, if Party A or Party B breaches any agreed-upon obligation of this Agreement, the defaulting party shall cease its default immediately as of the date it receives from the non-defaulting party a written notice requiring it to correct its default.

6.1.2 If the defaulting party continues its default within ten (10) days, or its failure to perform its obligations results in it being impossible to continue to perform the contract, then the non-defaulting party shall have the right to suspend, rescind or terminate this Agreement early.

6.2 Other Defaulting Liabilities

6.2.1 If Party B breaches any provision of Article 3.2.1 or 3.2.2 hereof, Party B shall pay liquidated damages equal to three times the total amount of relevant fees obtained from Party A, if such liquidated damages are not enough to compensate for Party A's losses, Party B shall be liable for all losses beyond such liquidated damages. Party A shall have the right to suspend, rescind or terminate this Agreement immediately.

6.2.2 If Party B breaches any provision of Article 3.2.3 or 3.2.8 hereof, Party B shall pay Party A USD 1,000 as liquidated damages and punitive liquidated damages equal to twice the total amount of remuneration and relevant fees Party B has obtained from Party A. If such liquidated damages are not enough to compensate for Party A's losses, Party B shall be liable for all losses beyond such liquidated damages. Party A shall have

the right to suspend, rescind or terminate this Agreement immediately.

6.2.3 Party A and Party B agree and acknowledge that the suspension, termination or rescission of this Agreement for any reason shall not affect the effectiveness of provisions on title transfers and authorizations in relation to works involved herein.

7. Force Majeure

7.1 In the event of force majeure, both parties may suspend the performance of their respective obligations hereunder to the extent affected by and within the duration of the force majeure. The Term of this Agreement may be extended by the suspension period accordingly, provided that both parties mutually agree on the same. Neither party will bear any liability to the other party arising therefrom.

7.2 The party claiming force majeure shall notify the other party hereto no later than fifteen (15) days after the occurrence of force majeure, accompanied by a written certificate of force majeure as confirmed by relevant authorities and shall minimize the effect arising from force majeure.

7.3 In the event of force majeure, both parties shall negotiate a solution immediately. If force majeure lasts for more than thirty (30) days and causes materially adverse effect on the performance of this Agreement, then either party may choose to suspend, rescind or terminate this Agreement.

7.4 The term "force majeure" shall mean any unforeseeable circumstance, or otherwise, although it is foreseeable, its occurrence or consequence is unavoidable, that is beyond the control of either party, and any other unavoidable objective circumstances that render either party unable to fully perform this Agreement, such as earthquakes, storms, fires, floods, wars, strikes, riots, hacker attacks, and controls imposed by telecommunication authorities, etc.

8. Dispute Resolution

8.1 Unless otherwise agreed in this Agreement, the execution, validity, interpretation and performance of this Agreement shall be governed by the laws of the Mainland of the People's Republic of China.

8.2 Any dispute arising out of the interpretation and implementation of this Agreement shall be resolved by Party A and Party B through amicable negotiation. If a dispute cannot be resolved amicably in the above manner, such dispute shall be referred to the Hong Kong International Arbitration Center for arbitration in Hong Kong, China. The arbitral award shall be binding on each party. The governing law of the arbitration clause shall generally govern the existence, scope, effectiveness, interpretation, performance, breach,

termination and enforceability of the arbitration clause, which shall not supersede the governing law of the main contract.

9. Term and Termination

9.1 This Agreement shall take effect as of the date on which both parties execute this Agreement, the valid Term of this Agreement is [20] year(s) from [] to [] (the valid Term of a Contractual Work shall be subject to the period as agreed in the Annex). If neither party submits a written dispute regarding the renewal of this Agreement 30 days before this Agreement expires, this Agreement shall automatically renew for twenty (20) year(s). If Party B submits its dispute with respect to the same, then Party A shall have the priority to enter into a contract in relation to Party B's works under the same conditions.

9.2 If, after reaching an agreement through negotiation, both parties agree to terminate this Agreement, this Agreement shall be terminated.

10. Miscellaneous

10.1 If either party hereto fails to exercise or delays in exercising any of its rights or priorities under this Agreement, the failure or delay shall not be deemed a waiver of Party A and Party B. Any single or partial exercise by either party of any of its rights or priorities shall not hinder its further exercise of any right, power or priority thereafter.

10.2 This Agreement may be amended in writing signed by both parties only, and the new agreement entered into by and between Party A and Party B shall have definite and explicit provisions on the effectiveness of this Agreement and the newly executed agreement. Otherwise, such amendment shall not be deemed as an amendment made to this Agreement.

10.3 Any notice, supplement, request and other communications as required by this Agreement shall be deemed as having been delivered under the following circumstances:

10.3.1 It has been signed via the electronic signature system on Party A's Platform;

10.3.2 The commercial express courier has provided a written certificate of receipt;

10.3.3 It has been sent to the email box as indicated at the beginning of this Agreement by email.

10.3.4 Any and all notices, reports, requests and other communications as required or permitted by this Agreement shall be sent to the addresses of both parties as indicated at the beginning of this Agreement.

10.3.5 This Agreement shall take effect immediately after both parties affix their signatures or seals hereon

and send it to the other party in the above manner. An authentic electronic signature given by Party B shall be deemed as Party B's confirmation on and agreement to all the content of this Agreement and shall be with the same legal force as the paper signature.

10.4 This Agreement shall be binding upon and inure to the right and benefit of Party A and Party B and their respective legal successors, except for rights that cannot be succeeded due to their special personal reasons.

10.5 This Agreement is made in two counterparts with the same legal force. Party A and Party B hold one counterpart for each. If the arbitration institution of competent jurisdiction shall adjudge any provision of this Agreement to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

10.6 The Annexes hereto shall be an integral part of the Agreement, with the same legal force as the Agreement.

(Signature page without any main body below)

Party A (Seal):

Party B (Signature of Legal Name):



Date:

Date:

NovelCat Confidential

Annex 1: Party B's Photo ID

Photocopy of ID	(Please offer us a copy of your ID proof, i.e., ID card, driving license, passport, etc., to prove that you're a real person and to ensure a smooth future remittance (if any).)
<p>I guarantee that the information provided is true, complete, and effective, and I shall bear all responsibilities caused by incorrect information provided by me.</p> <p style="text-align: right;">Signature: _____</p> <p style="text-align: right;">Date: _____</p>	

NovelCat Confidential

Annex 2: Authorization Letter

Non-Exclusive Authorization Letter on Written Works

I, _____ (Pen Name: _____, ID Number: _____), am a contractual author of HK Xinmo Technology Limited (Authorized Party), and owns copyrights in the following original works.

I hereby grant a non-exclusive authorization to the Authorized Party to use the Right of Communication through Information Network, right of compilation, right of adaptation, right of reproduction, right of distribution, etc., and other property rights in copyrights (including but not limited to the right of the television adaptation, right of game adaptation, right of audiobook recording and adaptation, right of radio drama adaptation and proprietary right of publication of paper books) in Contractual Works around the world. The Authorized Party shall have the right to sublicense the above rights to a third party in whole or in part.

At the same time, I also grant an authorization to the Authorized Party to use, including but not limited to, the name of Contractual Works, the name of characters in Contractual Works, etc., as trademarks on relevant commodities, and grant an authorization to the Authorized Party to safeguard rights against third parties and hold them liable for their damages caused to the name of Contractual Works and the name of characters in Contractual Works.

The Term of Authorization shall be subject to the period as listed in the List of Works.

The authorization is hereby made!

List of Works:

No.	Book ID	Book Title	Language	Age Rating	Estimated Number of Words	Status of Update	Original Platform	Link	Payment	Term of Authorization
1										
2										
3										
4										

Supplementary materials (which shall be deemed as part of a work):

<Including all photos, drawings, maps, charts, tables, appendices, notes, bibliography and content provided by the Authorizing Party to the Authorized Party in relation to works>

Signature of Authorizing Party: _____

Date: _____