
Exclusive Copyright License Agreement

Contract Code:

This Copyright License Agreement (Agreement) is made as of [April 29, 2021] by and between the following Licensor and Licensee:

Author: [], ID:, penname [], an individual with address at [] (hereinafter referred to as “Licensor”).

Tel: Email:

Singapore New Reading Technology PTE. LTD. (aka. Goodnovel), with its registered office at [8 Burn Road #04 - 04 Trivex Singapore, 369977] (hereinafter referred to as “Licensee”)


Tel: +6596747336 Email: contact@goodnovel.com

By signing this agreement, Licensor has agreed to grant the exclusive license of their Work to Licensee as further defined herein.

This agreement consists of the following parts: this Cover page, Deal Terms, Standard Terms and Schedule of Definitions. All parts of this agreement should be interpreted together to form one Agreement, but, in case of conflict of terms, those terms inserted in the Deal Terms to completed the Agreement and specific terms mutually agreed by the parties will prevail.

In Witness Whereof, Licensor and Licensee through their authorized signatories have executed Agreement as of the Effective Date above to be a binding contract between them.

Licensor:

Licensee: Singapore New Reading

Technology PTE. LTD.

By:

By:

Title: /

Title: General Manager of Singapore New

Reading Technology PTE. LTD.

DEAL TERMS

Basic License Terms



A. Work:

Current Titles:

The parties further acknowledge and agree that if Licensor creates a prequel, sequel, special edition, continuation, series, or the like of the Work (hereinafter referred to as "Series"), such Series shall be deemed as part of the Work under this agreement and be subject to the provisions of this Agreement.

B. Territory: All counties in the world

C. Term, Vesting and License Period:

Term: The term of this Agreement starts on the Effective Date indicated on the Cover Page and continues until the end of the License Period for all Licensed Rights.

Vesting: The Licensed Rights vest in the Licensee at the following Vesting Date: Effective date of this agreement

License Period: The License Period for all Licensed Rights begins on the Vesting Date and continues until the end of copyright protection period of the work according to Singapore law.

D. Language:

Authorized Language(s): original Language, all languages version

Licensed Rights Terms

*Licensors hereby grants to Licensee the following **Exclusive** copyright in the work throughout the Territory for the Term specified, including but not limited to:*

(i) reproduce, translate, modify distribute and/or publish the whole or any part of the Works in any form, format (including, but not limited to, html, PDF, e-book, print (hardcover and mass-market and/or trade paperback), print-on-demand, graphic books and/or audio books), language (including Braille) or manner;

(ii) select the whole or any part of the Works for the use, publication, online publication, dissemination via information network, distribution, and sale and authorization in an anthology or other collection;

(iii) serialize the Works;

(iv) adapt the Works into any form or format, including but not limited to:

picture books, visual literature, audio products, graphic novels, film, television, drama and Games;

(v) commercialize the Works in any form, format (including but not limited to html, PDF, e-book, print, print-on-demand, graphic books and/or audio books. Licensee may authorize Amazon or other third party to publish the Works' print paperback version), language (including Braille) or manner, including through making, using, selling, offering for sale, importing, copying, or distributing the Works or derivatives of the Works for consideration.

(vi) right of sublicensing in respect of the copyright subsisting in the Works to any other persons or entities during the Term without requiring the Licensor's prior approval.

(vii) Licensor hereby grants to licensee right of producing cover, illustrations, and the like for the Work (based on, but not limited to, the characters, scenes, storyline, and items of the Work), add text-to-speech functions to the Work or produce promotional videos for the Work.

(viii) any other rights a copyright owner is entitled to enjoy according to laws and regulations of Singapore.

Financial Terms

The Licensor's Remuneration consists of the following parts: A,B

A. Author Income

(i) *Licensee has the right to offer Work, or any of its parts, in Licensee's discretion, to its users on a pay-to-read basis; such work or any parts thereof shall be deemed "Premium Content."*

(ii) *Author Income*

Licensee shall pay Licensor in the amount equal to fifty percent (50%) of Net Revenue received by Licensee from Premium Content derived from subscription income.

Licensee shall pay Licensor in the amount equal to fifty percent (50%) of Net Revenue received by Licensee from Premium Content derived from the licensing fees obtained from audio adaptation rights.

Licensee shall pay Licensor in the amount equal to fifty percent (50%) of Net Revenue received by Licensee from Premium Content derived from the licensing fees obtained from any other adaptation rights.

(iii) *Licensee shall pay Licensor on a monthly basis within thirty (30) business days after each end of month, and provide Licensor statement of the preceding month.*

(iv) *Should Licensee fail to pay Licensor due to Licensor's failure to provide the correct recipient bank information, any risk of failed payment arising thereof shall be borne by Licensor, including, without limitation, any transfer fees and/or surcharges. The specific amount of such fees and/or surcharges shall be dependent on the payment method chosen by Licensor.*

(v) *Licensor shall be responsible for its own individual income tax in accordance with the laws of Singapore or taxes that are applicable to individuals in Licensor's country of nationality.*

(vi) *If Licensor Income due in any given month is less than One Hundred US Dollars (US\$100), such Licensor Income shall be added to the following month's Licensor Income until the total amount of Licensor Income exceeds one hundred US Dollars (US\$100).*

B. Bonus

1. Bonus Policy (Duration: April 1, 2021- December 31, 2021)

(1) Signing bonus: \$100 (USD)

(2) Completion bonus:

S/N	When completed, if your book has	Reward (USD)
(a)	<80K	0
(b)	80K – ≤120K words	150
(c)	120K – ≤150K words	250
(d)	150K – ≤200K words	325
(e)	>200K words	400



The Bonus plan applies to English novels only. The bonus amount depends on the Licensee's announcement if the work is in a different language.

Each Licensor can only enjoy one Monthly Attendance Bonus no matter how many times Licensor authorize Licensee on different Works at the same time. If Both parties have agreed effective Monthly Attendance Bonus before this agreement, the earlier one applies. When the earlier Bonus is invalid or terminate and Licensor still meet the requirement of this Monthly Attendance Bonus, this one applies,

The bonus may be sent only when the work is reviewed and proved by Licensee' editors.

2. In condition that the bonus policy changes before licensor completed the work, the new bonus policy applies automatically.

3. The bonus will not be sent while the conditions being met:

1) The Licensor infringes any copyright, trademark, trade secret, right of ideas, or similar property right of any Person.

2)The Licensor publishes or sells the Work on any other third parties' online platform without consent of the Licensee.

3)The Licensor deliberately upload duplicated chapters, repeated or irrelevant content.

4)The content is considered as low quality and reviewed by at least 2 editors, with at least one of them being a superior.

5)The Licensor fails to update the work for at least 25 days and 50k words per calendar month.

PAYMENT METHODS: 1/2

1)WT - Wire Transfer: Licensee will pay the Remuneration to Licensors by wire transfer to the following account(s):

Bank Name:	
Bank Address:	
Bank SWIFT Code:	
Beneficiary Account Name:	
Beneficiary Account Number:	

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2)other method chosen by Licensor: (paypal/payoneer)

Account Name:

Email Address:

If payment method changes, Licensor will inform Licensee in written timely. Licensee will pay with new method next month after receiving notice from Licensor. Otherwise, Licensee will pay according to the above method without liability.

Licensor shall be responsible for any transmission charges, bank charges, conversion costs of payment.

Additional Terms

A. Governing Law: *The Republic Of Singapore. This Agreement will be governed by and interpreted under the Governing Law set forth above.*

B. Dispute Resolution: *Any dispute arising under this Agreement, including with respect to any right or obligation that survives termination or cancellation of this Agreement, will be administered and resolved under Singapore courts' jurisdiction.*

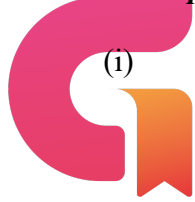
STANDARD TERMS

REPRESENTATIONS AND WARRANTIES

Licensee's Representations and Warranties

- (i) *Licensee acknowledges Licensor's ownership of Work, and shall not commit any act that would infringe such ownership.*
- (ii) *Licensee shall treat all personal information and/or other materials Licensor does not otherwise wish to be disclosed to the public as confidential.*

Licensor's Representations and Warranties



- (i) *Licensor represents and warrants that Work is solely and entirely original. Neither the Work nor the exploitation of any Licensed Rights does or will during the Term: (i) defame, or hold in a false light, or infringe any privacy or publicity or other personal right of any Person; or (ii) infringe any copyright, trademark, trade secret, right of ideas, or similar property right of any Person. To the best of Licensor's knowledge, as of the Effective Date, no use of any of the Work does or will infringe any patent rights of any Person.*
- (ii) *Licensor shall uphold the reputation of Licensee and shall not engage in activities that would harm Licensee and/or its interests.*
- (iii) *Licensor agrees to provide reasonable assistance to or support for Licensee's marketing and promotion for Work, including without limitation necessary information or other promotional materials.*
- (iv) *Licensor shall not publish or sell the Work on any other third parties' online platform. Licensor has not licensed, encumbered or assigned any Licensed Right to any other Person in the Territory in a manner that would interfere with Licensee's exclusive exploitation of any Licensed Right granted exclusively, and will not do so during the Term;*
- (v) *Work must adhere to the standards set by Licensee. If Work contains excessive spelling or grammatical errors, Licensor shall be required to make revisions in accordance with Licensee's requests. In the event that Licensor refuses to*

make the revision(s) or such Work does not meet Licensee's requirement after three times of revision, Licensee shall have the right not to use or release such Work, and to terminate this Agreement without liability.

- (vi) *Licensor represents and warrants that any future Work created by Licensor shall be first offered to Licensee for signing, provided that the same terms and conditions are offered to Licensor by Licensee and other third parties.*
- (vii) *Licensor represents and warrants that any Work created by Licensor will not have any child pornography. Erotic content will not exceed 10 percent of the total words.*
- (viii) *Licensor represents and warrants that the Work shall not have any content prohibited by laws and Regulations of Singapore. Any part of the works will not contain contents of incitement to terrorism, violence, racial discrimination or hatred.*
- (ix) *Licensor represents and warrants that Licensor has full authority and capacity to execute this Agreement and full legal and financial ability to perform all of its obligations under this Agreement;*
- (x) *There are no existing or threatened claims, arbitration or litigation which would adversely affect or impair any of the Licensed Rights in the Territory during the Term.*
- (xi) *Licensor's account (including profile picture, penname) used in Licensee's platform, together with rights subsisted belong to Licensee. Licensor has no right to use/exploit it or authorize the third party to use or exploit it without the prior written consent of licensee.*
- (xii) *The copyright of cover, illustrations, and the like for the Work ((based on, but not limited to, the characters, scenes, storyline, and items of the Work), add text-to-speech functions to the Work or produce promotional videos for the Work) belongs to Licensee.*

Breach and Indemnify

- (i) *Licensor breaches any term, covenant, or condition of this Agreement. Any default by Licensor is limited to the particular work affected, and no default by Licensor as to any one Work or agreement with Licensee will be a default as to any other Work or agreement with Licensee.*
- (ii) *Licensee will give Licensor Notice of any claimed default. Licensor will have fourteen (14) days after receipt of Licensee's Notice to cure a non-monetary default. If Licensor fails to cure within the times provided shall be deemed to have breached this Agreement, and shall, in addition to a refund of all*

Remuneration received from Licensee, pay Licensee triple the total amount paid by Licensee as liquidated damages. Licensor shall further indemnify Licensee from and against any and all damages arising out of or in connection with such breach.

- (iii) *Licensor will give Licensee Notice of any claimed default. Licensee will have fourteen (14) days after receipt of Licensor's Notice to cure a monetary default. If Licensee fails to cure within the times provided, then Licensee will be in breach of this Agreement. Licensee shall indemnify Licensor any and all damages arising out of or in connection with such breach.*

Force Majeure

- (i) *Force Majeure means any fire, flood, earthquake, or public disaster; strike, labor dispute or unrest; unavoidable accident; failure to perform or delay by any laboratory or supplier; embargo, riot, war, insurrection or civil unrest; any Act of God including severe inclement weather; any act of legally constituted authority; inability to obtain sufficient material, labor, transportation, power or other essential commodity or service required for the conduct of either Party's business or any other cause beyond the reasonable control of either Party.*

- (ii) *Upon the occurrence of a Force Majeure event, the affected party shall promptly provide written notice to the other party indicating that a Force Majeure event occurred and detailing how such force majeure event impacts the performance of its obligations under this Agreement, and shall furnish sufficient proof of the occurrence and duration of such Force Majeure within a reasonable time period.*

- (iii) *Neither party shall be liable to the other party for failure or delay in total or partial performance of obligation as required by the Agreement as a result of occurrence of any aforesaid Force Majeure event.*

Confidentiality

- (i) *Neither Party may disclose to any third party any content contained of this Agreement or the very facts of the execution and performance of the Agreement, as well as any information of the other party and its affiliated companies obtained through execution and performance of this Agreement without the other party's prior consent.*
- (ii) *In the event that either is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil or criminal investigative demand or other similar process) by any court, or any legal or administrative authority to disclose information,*

such party shall provide the other party with prompt written notice of any such request and making necessary explanation.

- (iii) *All confidential information of both Parties can only be known by the relevant principals of both Parties, related employees, lawyers and accountants, and such personnel shall undertake confidentiality obligations.*
- (iv) *During the validity period of this Agreement and after termination hereof, this confidentiality clause shall remain in force.*

E-Commerce Provisions

Electronics: *No record relating to this Agreement, including this Agreement itself or any Notice, may be denied legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation or transmission.*

Notice: *A Notice means any communication required or allowed under this Agreement. All Notices must be in a record authenticated by the sender. Notice sent by personal delivery or mail will be effective when received. Notice sent by fax or e-mail will be effective when the sender receives an acknowledgement showing receipt by the recipient. A Notice of Termination or of Cancellation sent by fax or e-mail must be accompanied by Notice sent by non-electronic means to be effective.*

Place to Send Notice: *All Notices must be sent to a Party at its address on the Cover Page, except a Party may change its place for notice by Notice duly given. If a Party is no longer located at its place for Notice, the sender may give Notice by sending Notice to the receiving Party's last known address and providing a copy to a public official, if any, in the jurisdiction where such address is located designated to receive notice for absent parties, such as a Secretary of State, Company Commissioner or other appropriate authority.*

Notice Time Periods: *All time periods in this Agreement based on Notice run from the date the recipient receives, or is deemed to have received, such Notice.*

Termination

Licensee may terminate this agreement by giving a written notice to Licensor and upon fulfilling the following conditions:

(i) Licensor' misconduct, including but not limited to: not cooperating with Licensee, using prolix contents, plagiarizing, ghostwriting, providing manuscripts which repeat the contents created by Licensor, or disseminating information that is unfavorable for Licensee, and any other form of misconduct.

(ii) Upon termination of this Agreement, Licensor reserves the right to take actions, including but not limited to remove the Work(s), delay payment until misconduct is corrected. Licensor

shall indemnify Licensee any and all damages arising out of or in connection with such misconduct.

Licensor may terminate this agreement by giving a written notice to Licensee and upon fulfilling the following conditions:

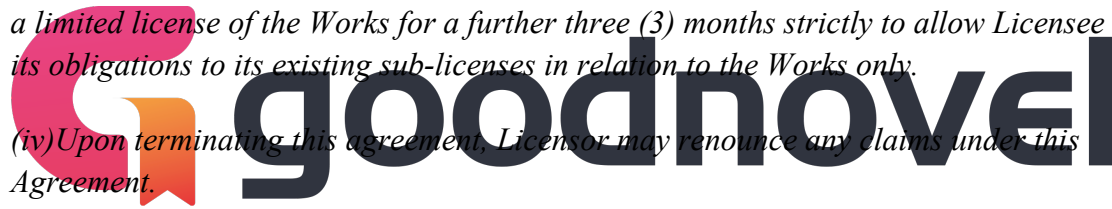
(i) Licensor shall refund all monies paid by Licensee;

(ii) Where the gross receipts derived by the Licensor is less than US\$200 for each title after thirty-six (36) months from the Effective Date have elapsed, Licensor shall pay a sum equivalent to triple Net Revenue paid as reimbursement for expenses and resources for promotion the Work.

Where the gross receipts derived by the Licensor is over US\$200 for each title after thirty-six (36) months from the Effective Date have elapsed, Licensor may terminate this agreement by paying a sum equivalent to twenty times Net Revenue derived from the Works to date as reimbursement for the expenses and resources incurred by Licensee in promoting the Work.

(iii) Upon termination of this Agreement (for whatever reason), Licensor shall grant Licensee a limited license of the Works for a further three (3) months strictly to allow Licensee to fulfil its obligations to its existing sub-licenses in relation to the Works only.

(iv) Upon terminating this agreement, Licensor may renounce any claims under this Agreement.



Legal Actions

During the term of this Agreement, if the Work and other works created by Licensee as assigned or licensed by Licensor are infringed by third parties, Licensee has the right to, in the name of Licensee, take actions to defend its lawful rights, including but not limited to lodging administrative complaints and commencing litigation and/or arbitral proceedings as appropriate, and Licensor shall provide necessary assistance in connection therewith. In respect of any compensation and all monetary rewards ultimately obtained by Licensee through taking foregoing actions, both parties agree and acknowledge that such compensation and monetary rewards shall solely belong to Licensor.

Miscellaneous Provisions

Approvals: *Where either Party may exercise any approval, it will do so promptly and in*

good faith, but in so doing, a Party need not place the other Party's interests ahead of its own.

No Waiver: *No waiver of any breach will waive any other breach. No waiver is effective unless it is contained in a Notice by the Party making the waiver. The exercise of any right or remedy will not waive any other right or remedy.*

Remedies Cumulative: *All remedies are cumulative; resorting to one remedy will not preclude resorting to any other remedy at any time.*

Entire Agreement: *This Agreement contains the entire understanding of the Parties regarding its subject matter. It supersedes all previous written or oral negotiations, deal memos, understandings or representations between the Parties, if any. Each Party expressly waives any right to rely on such negotiations, understandings or representations, if any.*

Modification: *No modification of this Agreement is effective unless contained in a record authenticated by both Parties.*

Counterparts: *This Agreement may be executed in Counterparts, each of which will be an original but all of which together will form one instrument.*

Terminology: *In this Agreement "and" means all possibilities, "or" means any or all possibilities in any combination, "must" or "will" means a Party is obligated to act or refrain from acting, "may" means a Party has the right but is not obligated to act or refrain from acting.*

Additional Documents: *Upon reasonable request, each Party will execute and deliver such additional documents or instruments as are necessary to evidence, effectuate or confirm this Agreement.*

Schedule of Definitions

Work: *all or part of written work, entitled [], total of [1] book(s), created and written by Licensor, who owns all copyright in and relating to Work and its adaptations and/or associated products under all applicable laws and regulations.*

a prequel, sequel, special edition, continuation, series, or the like of the Work (referred to as "Series"), such Series shall be deemed as part of the Work.

Games *includes mobile games, web games, applet games, board games, card games and all other electronic and non-electronic games.*

Platform: *all the online platforms owned, operated and/or controlled directly or indirectly by Licensee, including but not limited to its websites and applications.*

Premium Content: *contents of the Work (whether in respect of the entirety or part of the Work) determined by Licensee as paid chapters to be published.*

Gross Receipts: *Gross Receipts means the sum on a continuous basis of the following amounts received by, used by or credited to Licensee, any Licensee Affiliate or any approved sub-licensee or agent with respect to each Licensed Right.*

Gross Receipts means all income produced by the work's pay-to-read premium content.

Net Revenue: *gross receipts received by Licensee from Premium Content, minus channel costs and other expenses (including but not limited to operating costs, advertisement and promotion fees and taxes directly attributable to publishing of Work by Licensee. Channel costs depend on the specific rule of the given distribution channel.*

License Grant: *Subject to the terms of this Agreement, Licensor licenses to Licensee, exclusively, the Licensed Rights in the Work throughout the Territory for the Term in the authorized Languages as set forth in the Deal Terms.*

Exclusive Grant: *If any Licensed Right is granted exclusively to Licensee, then Licensor may not exploit or authorize exploitation of such Licensed Right in the authorized Language(s) in the Territory during any License Period when Licensee may exploit the exclusive Licensed Right. Licensor may not exploit Licensed Right himself/herself without the licensee's prior written consent.*



Power of Attorney

I, _ (ID: _ , penname:_) am the author of_ (hereinafter referred to as the Work) and own the copyright of the Work.

*I hereby grant a full, exclusive License of the Work to **Singapore New Reading Technology PTE. LTD.** (hereinafter referred to as **New Reading**). The licensing period starts from the date of this power of attorney until the expiration of the protection period for the copyrights to the work. Without the written authorization of **New Reading**, no one (including myself) shall exploit the licensed rights of the Work.*

I hereby grant to **New Reading** the following **Exclusive** copyright in the work worldwide, including but not limited to:

Licensors hereby grants to Licensee the following **Exclusive** copyright in the work throughout the Territory for the Term specified, including but not limited to:

(i)reproduce, translate, modify, distribute and/or dissemination via information network the whole or any part of the Works in any form or format , including but not limited to html, PDF, e-book, print-on-demand, graphic books and/or audio books), language (including Braille) or manner;

(ii)select the whole or any part of the Works for the use, online publication, dissemination via information network, distribution and authorization in an anthology or other collection;

(iii)serialize the Works;

(iv)adapt the Works into any form or format, including but not limited to picture books, visual literature, audio products, graphic novels, film, television, drama and Games;

(v) right of sublicensing to any other persons or entities during the Term without requiring the Licensor's prior approval.

(vii) Licensor hereby grants to licensee right of producing cover, illustrations, and the like for the Work (based on, but not limited to, the characters, scenes, storyline, and items of the Work), add text-to-speech functions to the Work or produce promotional videos for the Work.

(vi)) any other rights a copyright owner is entitled to enjoy according to laws and regulations of The Republic of Singapore.

In summary, **New Reading** is now licensed to handle all matters related to the negotiation, disposal, and recovery of the foregoing rights to the Work. **New Reading** may take such approaches or measures that it deems reasonable to handle the foregoing matters and has the authority to sublicensing to the third party, to which I acknowledge that I shall raise no objections.

This statement has been hereby given.

Licensors (Signature)

Print Name:

Date: April 29, 2021