



**IT IS NOW HEREBY AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires: -

1.1.1 “**Applicable Laws**” means all laws and regulations of any jurisdiction in the Territory that are applicable to this Agreement, to any of the Parties hereto or to any activity of any of the Parties hereto, as may be amended and/or in force from time to time.

1.1.2 “**Competent Authority**” means any government, judicial or regulatory authority having jurisdiction over the subject matter of this Agreement, or over any of the Parties hereto.

1.1.3 “**Confidential Information**” shall mean all information of a confidential nature that is furnished by one Party to the other Party during the Term in whatever medium, and shall include (without limitation) all information relating to the trade secrets, operations, processes, plans, intentions, product information, know-how, designs, market opportunities, transactions, affairs or business of the furnishing Party and its related entities; the terms or subject matter of this Agreement; and the negotiations relating to this Agreement.

1.1.4 “**Content Guidelines**” shall mean the applicable content guidelines for the Licensee’s Platforms, as amended and in force from time to time.

1.1.5 “**Fees**” shall have the meaning as defined at clause 5.1.

1.1.6 “**Force Majeure**” shall mean any circumstance not within a Party’s reasonable control, including without limitation, war, insurrection, sabotage, terrorism, embargo, fire, flood, accident, earthquake, strike (save for a strike solely of the workforce of the Party claiming that a Force Majeure Event has occurred), interruption of and/or delay in transportation and/or telecommunication service and/or power supply necessary for the discharge of a Party’s obligations, but excluding failures by a supplier or sub-contractor to provide goods or services (other than to the extent that the supplier or sub-contractor itself suffers from an event mentioned in this definition).

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

1.1.8 “**Governing Agreement**” shall mean collectively, this Agreement, the Website Terms, Terms of Service, Privacy Policy and Content Guidelines.

**Signature of Licensor:**

1.1.9 “**Revenue**” shall mean the income, net of all applicable sales taxes, customs duties, refunds for returns, chargeback and bad debts written off as uncollectible (unless later collected), earned and received by the Licensee from distribution or sale of the Works in electronic format on Licensee’s Platform, regardless of the form of distribution or sale (including but not limited to, pay-to-read, subscription, advertisement or any other forms as set forth in the Website Terms).

1.1.10 “**Licensee’s Platforms**” shall mean any device, platform, application, operating system, website, networked physical object or software operated by the Licensee, including but not limited to the Website.

1.1.11 “**Net Profits**” shall mean the total revenue recognized by the Licensee from all forms of commercial exploitation of the Works permitted under this Agreement other than distribution and sale of the Works in electronic format on Licensee’s Platform, less all costs incurred (including but not limited to distribution cost, cost related to the development of derivatives of the Works, transaction fee for all purchases in App Store and Google Play, VAT, exchange rate loss, out-trades and reader discount) in relation to Licensee’s exploitation of the Works.

1.1.12 “**Relevant Information**” shall mean the personal information of the Licensor that is relevant to and reasonably necessary for the marketing, promotion and other activities relating to the Works or derivatives of the Works, including, but not limited to the name, image and likeness of the Licensor.

1.1.13 “**Premium Content**” shall mean content which has been designated as such by the Licensee in its sole and absolute discretion from time to time.

1.1.14 “**Print Format**” shall mean publication in hardcover and mass-market and/or trade paperback, and/or print-on-demand.

1.1.15 “**Privacy Policy**” shall mean the applicable privacy policy for the Licensee’s Platforms, as amended and in force from time to time.

1.1.16 “**Settlement Period**” shall mean the period to be agreed in writing between the Parties, over which the Fees payable by the Licensee to the Licensor are computed.

1.1.17 “**Serialisation Rights**” shall mean the right to publish selected or condensed editions of the Works both before and after the Works have been published.

1.1.18 “**Term**” shall have the meaning as defined at clause 7.1.

1.1.19 “**Terms of Service**” shall mean the applicable terms of service for the Licensee’s Platforms, as amended and in force from time to time.

1.1.20 “**Territory**” shall mean [all countries of the world];

1.1.21 “**Third Party Platforms**” shall mean any device, platform, application, operating system, website, networked physical object or software owned by any entity or person that is not the Licensee or the Licensee’s subsidiaries or affiliates;

1.1.22 “**Website**” shall mean all the websites that are owned and/or operated by the Licensee.

1.1.23 “**Website Terms**” shall mean any terms published on the Website (other than the Terms of Service, Privacy Policy and Content Guidelines), as may be amended from time to time.

1.1.24 “**Working Day**” shall mean a day other than a Saturday, Sunday or public holiday in Singapore;

1.1.25 “**Works**” shall mean the works specified in Annex A and includes the text, drawings, images, front and back covers of such works, all editions of such works, and all versions of such works in any language and in print, electronic, digital, audio, video, or any other form or format now known or hereafter discovered or created. The Licensor may submit additional works to the Licensee to be added to Annex A from time to time. The approval of the addition shall be in the sole and absolute discretion of the Licensee;

1.1.26 “**Translation of the Works**” shall mean the works in any languages except for the language in the signed Works.

1.2 In this Agreement, unless otherwise specified, any reference to:-

1.2.1 the singular includes the plural and vice versa and the masculine includes the feminine and the neutral genders and vice versa;

1.2.2 a person includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality);

1.2.3 “writing” includes facsimile transmission and e-mail but excludes SMS and similar means of communication;

1.2.4 the headings used in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement; and

1.2.5 any phrase introduced by the words include, including, includes and such as are to be construed as illustrative and shall not limit the sense of the words preceding those words.

## **2. LICENCE**

2.1 The Licensor hereby grants to the Licensee the non-exclusive right to exploit the copyright in the Works in the Territory during the Term, including but not limited to, the right to:-

2.1.1 reproduce, translate 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 Format and/or audio books), language (including Braille) or manner;

2.1.2 select the whole or any part of the Works for the use, publication, distribution, and sale and authorization in an anthology or other collection;

2.1.3 serialise the Works;

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

2.1.5 commercialise the Works in any form, format (including but not limited to html, PDF, e-book, Print Format and/or audio books), 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.

2.2 The Licensor hereby grants to the Licensee the right to grant sub-licenses in respect of the copyright in the Works to any other persons or entities during the Term without requiring the Licensor's prior approval.

### **3. THE LICENSOR'S OBLIGATIONS AND RIGHTS**

3.1 The Licensor hereby warrants and represents that:-

3.1.1 it has full power to enter into, and to exercise its rights and perform its obligations under, this Agreement, and that this Agreement, when executed, will constitute the valid, lawful and binding obligations of it, in accordance with the terms herein;

3.1.2 it is the sole exclusive owner or the non-exclusive licensee (as the case may be) of the copyright in the Works, and has full legal right to license the Works to the Licensee in accordance with this Agreement;

3.1.3 no license or rights in respect of the Works has been or will be granted by the Licensor to any third party that conflicts with the non-exclusive right granted to the Licensee in this Agreement;

3.1.4 the Works is copyrightable under all Applicable Laws;

3.1.5 exploitation of the Works by the Licensee in accordance with the terms of this Agreement will not infringe the copyright or any other intellectual property rights of any third party;

3.1.6 the Licensor had not, whether by itself or its servants, agents or representatives, engaged or been complicit in any unlawful or wrongful conduct in producing the Works;

3.1.7 there are no litigation proceedings or other dispute resolution actions pending in respect of the Works, and there are no outstanding claims or demands made by any third party to the Licensor in relation to the Works;

3.1.8 It is not a person that is: (i) designated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") on the list of Specially Designated Nationals and Blocked Persons ("**SDN List**") or other OFAC sanctions lists, or are on similar lists published by the U.S. Department of Commerce, the U.S. Department of State, the United Nations Security Council, or the Ministry of Public Security or Ministry of Commerce of the People's Republic of China; (ii) 50% or more owned by or otherwise affiliated with one or more persons identified on the SDN List; or (iii) located, domiciled or resides in any of the following countries or regions: Cuba, Iran, the Crimea Region of Ukraine, North Korea, Sudan and Syria; and

3.1.9 the Works do not contain any scandalous, libellous, defamatory, discriminatory, ethnically or religiously inappropriate, child pornography or unlawful content.

**Signature of Licensor:**

3.2 The Licensor shall provide the Licensee with the Works in a form and format and in such manner that accords with the requirements or standards imposed by the Licensee.

3.3 In the event that the Licensor intends to assign its rights to the copyright in the Works to a third party, the Licensor undertakes to notify the Licensee in writing, and further undertakes to notify the third party in writing of this Agreement, and to procure and ensure that the third party enters into a similar copyright non-exclusive licence with the Licensee.

3.4 The Licensor shall comply with the following clauses:

3.4.1 the Licensor agrees that the Premium Content which has been designated by the Licensee should not be free provided by other platforms unless prior written consent of the Licensee has been acquired;

3.4.2 the Licensor agrees that it will notify the Licensee in written in the cases that the Premium Content which has been provided at a lower price compared with the Licensee;

3.4.3 under no circumstances may the free proportion of works on other platforms, which licensed by the Licensor, be higher than that of works provided by the Licensee unless prior written consent of the Licensee has been acquired;

3.5 The Licensor shall not disparage or denigrate the Licensee orally or in writing, and that neither the Licensor nor anyone acting on the Licensor's behalf will publish, post, or otherwise release any material in written or electronic format, make speeches, gain interviews, or make public statements which could adversely affect any manner of the conduct of the business of the Licensee, its operations, clients, employees, products, or services.

3.6 The Licensor undertakes to be bound by and comply with the Licensee's latest Website Terms, Terms of Service, Privacy Policy and Content Guidelines. The Licensor acknowledges that it is responsible for keeping itself updated on the latest Website Terms, Terms of Service, Privacy Policy and Content Guidelines, which shall be published on the Licensee's Platforms.

#### **4. THE LICENSEE'S OBLIGATIONS AND RIGHTS**

4.1 The Licensee hereby warrants and represents that it has full power to enter into, and to exercise its rights and perform its obligations under, this Agreement, and that this Agreement, when executed, will constitute the valid, lawful and binding obligations of it, in accordance with the terms herein.

**Signature of Licensor:**

4.2 The Licensee shall, in its sole and absolute discretion, determine: -

4.2.1 All issues related to the publication of the Works in the Territory, including, but not limited to, the specific form, contents and pricing details of the publication; and

4.2.2 All issues related to the marketing and promotion of the Works in the Territory, including, but not limited to, the specific form, manner and contents of the marketing and promotion efforts.

4.3 For the avoidance of doubt, and without prejudice to the generality of clause 4.2, the Licensee shall be entitled, in its sole and absolute discretion, to make the Works (whether in whole or in part) available at no charge to consumers or to make the Works available to consumers on any other pricing basis, including but not limited to pay-to-read, subscription, or advertisements, or any other forms that may be available in accordance with the Website Terms.

4.4 The Licensor acknowledges and agrees that the Licensee shall have the right to use and reproduce the Licensor's Relevant Information in the marketing, promotion and all other activities relating to the Works (including derivatives of the Works), and the Licensee agrees to waive all of its legal, statutory and moral rights in respect thereof.

4.5 The Licensor acknowledges and agrees that the Licensee shall have the right to apply commercially reasonable digital rights management technology designed to prevent the unauthorised use of the Works and/or other measures for the reasonable protection of the Works against intellectual property infringement. If the Licensee, in its sole and absolute discretion, elects to apply such digital rights management technology and/or measures for the reasonable protection of the Works, the Licensee shall be under no liability whatsoever to the Licensor in respect of such application, and the Licensor shall support any such application.

4.6 The Licensee shall have the right of first refusal in respect of the licensing of the rights in any prequels and sequels to the Works produced by the Licensor during the Term.

4.7 For Works which have been designated as Premium Content and the Works constitute an ongoing series, if the Licensor stops updating the Works for more than 3 months, or the Licensor is uncontactable for more than 60 days, the Licensee has the right to engage third parties to continue producing the series.

## **5. PAYMENT**

**Signature of Licensor:**



5.1 In consideration of the rights granted under this Agreement, the Licensor shall be entitled, subject to clause 5.2, to fees based on a share of the Net Profits or Revenue (as the case may be) derived from the Licensee's exercise of its non-exclusive right over the Works for each Settlement Period as stipulated below (the "**Fees**"):

S/N	Categories of the Fees	Share
(a)	Distribution or sale of the Works in hardcover	30% <b>Net Profits</b>
(b)	Distribution or sale of the Works in paperback	30% <b>Net Profits</b>
(c)	Distribution or sale of the Works in mass-market paperback	30% <b>Net Profits</b>
(d)	Distribution or sale of the Works in trade paperback	30% <b>Net Profits</b>
(e)	Distribution or sale of the Works in electronic format through third-party platforms	20% <b>Net Profits</b>
(f)	Use, distribution, sale or authorization of the Works in audio formats	30% <b>Net Profits</b>
(g)	Use and/or adaptation of the Works for film, television and/or drama	30% <b>Net Profits</b>
(h)	Use and/or adaptation of the Works in Games	30% <b>Net Profits</b>
(i)	Adaptation of the Works into graphic forms or formats, including, but not limited to, picture books, visual literature, graphic novels	30% <b>Net Profits</b>
(j)	Distribution or sale of any Translation of the Works through the Licensee's Platforms or third-party platforms	30% <b>Net Profits</b>
(k)	Selection of the whole or any part of the Works for the use, publication, distribution, sale and authorization in an anthology or other collection	30% <b>Net Profits</b>

**Signature of Licensor:**

(l)	Use or authorization of antecedent rights in the Works	30% <b>Net Profits</b>
(m)	Use or authorization of Serialization Rights in the Works	30% <b>Net Profits</b>
(n)	Distribution or sale of the Works in electronic format through the Licensee's Platforms, regardless of the form of distribution or sale (including but not limited to, pay-to-read, subscription, advertisement or any other forms as set forth in the Website Terms)	[ 7 ]% <b>Revenue</b>
(o)	Commercialization of the Works in all other manners not provided for above, including but not limited to the commercialization of the Works through any other business models available on the Licensee's Platforms or Third Party Platforms	30% <b>Net Profits</b>

5.2 The Licensors shall not be entitled to any payments in whatsoever form from the Licensee under clause 5.1 if the Net Profits for the Settlement Period are zero or negative.

5.3 Where the Parties have previously entered into an agreement relating to the subject matter herein and which is superseded by this Agreement, the rights and obligations of the Parties under this clause 5 shall commence at 12:00 a.m. on the first day of the calendar month immediately following the Effective Date. For the avoidance of doubt, the consideration payable for the rights granted under this Agreement for the period from the Effective Date to the last day of the calendar month of the Effective Date shall be governed by the previous agreement between the Parties.

5.4 Within 60 Working Days after the end of each Settlement Period or the termination of this Agreement (as the case may be), the Licensee shall arrange for payment of the Fees for said Settlement Period to the Licensors. The Licensee shall determine the method of payment in its sole and absolute discretion. The Licensors shall be responsible for all fees arising from the payment, including but not limited to bank charges.

5.5 The Licensee shall not be liable for any delay in the payment of the Fees if such delay is attributable to any act or omission on the part of the Licensors, including but not limited to, the provision of inaccurate payment details, the provision of payment details inconsistent with the method of payment determined by the Licensee, the failure to provide updated payment details and the failure to provide the prompt verification of payment details.

5.6 The Licensors shall be solely and fully responsible for all duties, government charges, levies and taxes that are payable under any applicable law howsoever arising from or in connection with any payments received from the Licensee under this Agreement.

5.7 Subject to clauses 5.4 and 15.1, should the Licensee fail to make any payment in full on the due date of any sums which are due under this Agreement, then, without limiting any of the Licensor's other rights and remedies in such event, the Licensee shall be liable to pay the Licensor interest on the amount due at the rate of 1% per month.

5.8 If, for any reason whatsoever, the Licensor receives payments in whatsoever form from the Licensee in excess of the Licensor's rightful entitlement under clause 5.1, the Licensee shall have the right to:

5.8.1 Set off the excess payment from subsequent payments that are payable to the Licensor under this Agreement; or

5.8.2 Send a written request to the Licensor, within thirty (30) Working Days of the Licensee's discovery of the excess payment to the Licensee, to refund an amount representing the excess payment.

5.9 Where there are pending litigation, arbitration or other dispute resolution proceedings arising from or in connection with the Licensor's copyright in the Works, and regardless of whether the Licensee is involved in such proceedings as a party or otherwise, the Licensee shall have the right to cease any payments to the Licensor under this Agreement until such dispute resolution proceedings (including appeals arising therefrom) have been finally disposed of.

5.10 Where the Licensee has suffered any losses, whether direct or indirect, arising from or in connection with the final judgement of said litigation, arbitration or other dispute resolution proceedings in clause 5.9, the Licensee shall have the right to set-off such losses from subsequent payments that are payable to the Licensor under this Agreement.

5.11 Where the Licensee has reason to believe that the Licensor has breached any of the terms of this Agreement, the Licensee shall be entitled, in its sole and absolute discretion, to suspend the performance of any of its obligations under clause 5 of this Agreement until such time that it is ascertained, to the sole satisfaction of the Licensee, whether the Licensor has indeed breached any of the terms of this Agreement. If the Licensee is satisfied that the Licensor is in breach of any of the terms of this Agreement, the Licensee shall be entitled to suspend performance of any of its obligations under Clause 5 of this Agreement upon written notice of the breach to the Licensor.

5.12 Where the Licensee has suffered any losses, whether direct or indirect, arising from or in connection with the Licensor's breach of this Agreement, the Licensee shall have the right to set-off such losses from any sums that are payable to the Licensor under this Agreement.

5.13 In addition to and without prejudice to the generality of clause 5.12, where the Licensor's breach of this Agreement is capable of remedy, but the Licensor fails to remedy such breach within thirty (30) days from the date of the written notice set out in clause 5.11, the Licensee shall be entitled, in its sole

and absolute discretion, to freeze any or all accounts of the Licensor on the Licensee's Platforms and/or set-off any losses, whether direct or indirect, arising from or in connection with the Licensor's breach of this Agreement from any and all sums payable to and/or accounts held by the Licensor on the Licensee's Platforms.

## **6. INDEMNITY**

6.1 In the event of the Licensor's breach of any of the terms of this Agreement, and in particular the warranties or representations in clause 3.1 and the Licensor's obligation in clause 3.5 above, the Licensor shall fully indemnify and hold harmless the Licensee, its agents, directors and employees from and against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs, expenses and applicable taxes) and liabilities suffered or incurred arising out of, or in connection with the Licensor's breach.

6.2 Without prejudice to the generality of the foregoing and in addition to all other remedies available to the Licensee by contract or by law, in the event the Licensor commits any one or more of the following, for each instance of the following the Licensor shall pay a liquidated damage to the Licensee in an amount equal to three (3) times the amount of all sums (regardless of whether such amount has already been paid to Licensor) that is payable to the Licensor under this Agreement:

- 6.2.1 defamation, libel or slander against the Licensee by the Licensor;
- 6.2.2 the Work(s) infringes upon the copyright or any other intellectual property right of any third party; or
- 6.2.3 the Work(s) contain any scandalous, libelous, defamatory, discriminatory, ethnically or religiously inappropriate, child pornography, or unlawful content under any Applicable Law.

## **7. TERM AND TERMINATION**

7.1 The Term of this Agreement shall commence on the Effective Date and shall continue indefinitely until the copyright fails to subsist in the Works for any reason whatsoever, or the Agreement is terminated for any reason whatsoever (the "**Term**").

7.2 This Agreement may be terminated at any time by mutual consent of the Parties, provided that such consent to terminate is in writing and is signed by each of the Parties hereto.

7.3 The Licensee may terminate this Agreement pursuant to Clause 7.4 by giving ten (10) days' written notice to the Licensor.

7.4 The Licensee may terminate this Agreement with immediate effect by giving the Licensor written notice in the following events:

7.4.1 the Licensor commits a material breach of this Agreement and provided that such breach is capable of remedy, fails to remedy such breach within ten (10) days despite being notified to do so by the Licensee in writing;

7.4.2 the Works are deemed by the Licensor in its sole and absolute discretion to be of unsatisfactory quality and incapable of remedy by the Licensee;

7.4.3 the Licensor refuses or fails to modify the Works in accordance with the requirements or standards imposed by the Licensee in the Licensee's sole and absolute discretion; or

7.4.4 the Licensor is the subject of the commencement of any bankruptcy proceedings, the passing of a resolution for its winding up, the giving of a notice of appointment or intention to appoint an administrator or liquidator (which is not dismissed, withdrawn or set aside within fourteen (14) days of presentation).

7.5 Prior and without prejudice to the exercise of any termination right hereunder, the Licensee may, in its absolute discretion, opt to suspend the operation of this Agreement in whole or part on terms to be notified in writing to the Licensor. Once it is satisfied that the Licensor has remedied the relevant breach or event, the Licensee may decide not to exercise its termination right at all.

7.6 Where the total payment (including but not limited to any advance payments, incentives, and performance fees) to the Licensor is less than US\$50 for each title after thirty-six (36) months from the Effective Date have elapsed, the Licensor may terminate this Agreement by giving the Licensee written notice and upon fulfilling the following conditions:

7.6.1 the Licensor shall refund all monies paid by the Licensee under this Agreement, including but not limited to advance payments, incentives and performance fees;

7.6.2 the Licensor shall sign the agreement the form of which is exhibited at Annex B, terminating this Agreement and renouncing any claims on any monies due and owing to him under this Agreement; and

7.6.3 in the case of Premium Content, the Licensor shall pay the Licensee a sum equivalent to double the payment derived from the Works to date as reimbursement for the expenses and resources incurred by the Licensee in promoting the Works (unless already refunded to the Licensee pursuant to 7.6.1).

In the event of total revenue payment to the Licensor is less than US\$50 for each title after thirty-six (36) months from the Effective Date have elapsed, the Licensor may terminate this Agreement by giving the Licensee written notice and upon fulfilling the conditions set out at clauses 7.6. The Licensee needs to deal with the relevant matters within six (6) months after the Licensee receives the termination application. If the Licensor derives at least US\$50 for each title in total revenue payment from Licensee within said six (6) months period, this Agreement shall remain in force and effect.

For the avoidance of doubt, the Licensor shall not be entitled to rely on this clause 7.6 where the Licensor had previously entered into similar licensing agreements in respect of the Works with the Licensee, and had derived total revenue payment of US\$50 or more from such agreements;

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

7.8 Subject to any clauses in this Agreement to the contrary, either Party shall, upon the termination of this Agreement, have the right to require the payment of all Fees accrued and all outstanding sums owed (if any) by the other Party by giving written notice to the other Party. The period for due payment of the aforesaid Fees and outstanding sums shall be mutually agreed by the Parties.

7.9 Upon the termination of this Agreement (for whatever reason), all end user's licenses (including any licenses granted by any sub-licensees of the Licensee) to use the Work(s) that have already been granted by the Licensee shall survive indefinitely, and all end users shall have the right to continue to read, download, and save any and all contents of the Works that they have already paid for prior to the termination of this Agreement.

## **8. CONFIDENTIAL INFORMATION**

8.1 **Each Party undertakes and warrants that it shall, both during the Term of this Agreement and thereafter:**

8.1.1 **keep all Confidential Information disclosed to it strictly confidential;**

8.1.2 not disclose any such disclosed Confidential Information to a third party, other than to such of its Representatives on a 'need to know' basis, and only provided that each Party shall ensure that each of such Representatives shall be bound by confidentiality undertaking on materially the same terms as set forth in this clause 8.1.2 and shall keep such Confidential Information confidential at all times and shall not use any of it for any purpose or disclose it to any person, firm or company, other than those for which or to whom the Recipient may lawfully use or disclose it under this Agreement. Each Party shall be responsible and liable for any breach of confidentiality by such Representatives; and

8.1.3 use Confidential Information only in connection with the proper performance of this Agreement.

8.2 Without limiting the above provisions, and save as required by Applicable Laws, existing contractual obligations or any applicable Competent Authority to which either Party is subject (wherever situated), neither Party shall make any public announcement, issue any press release or make any form of statement to the public about this Agreement or any ancillary matter without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

8.3 The Licensor acknowledges that should it violate the provisions of this Clause 8, the Licensee will suffer serious and irreparable harm for which monetary damages would not be an adequate remedy. Accordingly, the Licensor agrees that in the event that it breaches or threatens to breach the provisions of this Clause 8, the Licensee shall be entitled to the issuance in jurisdictions of its choosing by the courts of those jurisdictions, of a temporary and/or permanent injunction, without security, restraining and enjoining the said breach or violation by the Licensor (and any other person or entity which may be acting in concert with him) of the obligations under this clause.

8.4 Clause 8.1 shall not apply to any Confidential Information, to the extent that it:

8.4.1 comes into the public domain other than through breach of clause 8.1;

8.4.2 is required or requested to be disclosed by any Competent Authority to which either Party is subject, wherever situated. Both Parties agree that in the event that either Party is under demand or request to disclose such information, it shall (where permissible by law) provide to the other Party prompt notice of such demand or request, and shall consult and cooperate with the other Party in connection with such disclosure;

8.4.3 is known to either Party before the disclosure to it by the other or on its behalf, as proven by written records; or

8.4.4 is disclosed with the other Party's prior written approval to the disclosure.

8.5 Each Party warrants to the other Party that it shall procure that all persons associated with it, whether as affiliates, directors, employees or advisers, comply with the provisions of this clause 8.4.

8.6 This clause 8 constitutes an ongoing, continuous condition of this Agreement and shall endure after termination of this Agreement (howsoever caused).

## 9. NOTICE

9.1 Any notices, reports, requests, acceptances and other communications required or permitted under this Agreement shall be in writing.

9.2 Any notices, reports, requests, acceptances and other communications required or permitted under this Agreement shall be deemed to be given only when:

9.2.1 Delivered personally;

9.2.2 Delivered by commercial overnight courier with written verification of receipt;

9.2.3 Delivered by registered or certified mail, return receipt requested, postage prepaid;

9.2.4 Delivered by email without receiving any notification of failure of delivery; and/or

9.2.5 Sent by facsimile with an original copy of the facsimile dispatched by methods stated in clauses 9.2.1, 9.2.2, 9.2.3 and/or 9.2.4 above.

9.3 Any notices, reports, requests, acceptances and other communications required or permitted under this Agreement shall be sent to the receiving Party's address as set forth below:

For the Licensee:

[address: 9 RAFFLES PLACE, #34-01 REPUBLIC PLAZA, SINGAPORE (048619)]

[email: contract@stary.com]

**Signature of Licensor:**



For the Licensor:

[address: ██ ]  
[email: ██ ]

**10. RELATIONSHIP BETWEEN THE PARTIES**

10.1 The relationship between the Licensor and Licensee shall be only that of Licensor and Licensee. Nothing in this Agreement shall be construed as creating any agency, arrangement, partnership, joint venture, trust, fiduciary relationships or any other similar relationship between Licensor and Licensee.

10.2 The Licensor shall not represent himself/herself, either directly or by implication as agent, partner or representative of the Licensee, nor shall the Licensor in any manner assume or create any obligation or liability of any kind, express or implied, on behalf of or in the name of the Licensee.

**11. AMENDMENT**

11.1 Any purported amendment of this Agreement shall not be effective unless in writing signed by or on behalf of the Parties.

**12. ASSIGNMENT**

12.1 This Agreement shall be binding upon the Parties, their successors and assigns.

12.2 This Agreement and any rights of the Licensor hereunder shall not inure to the benefit of any trustee in bankruptcy, creditor or successor, whether by operation of law or otherwise.

12.3 This Agreement shall not be assignable, whether in whole or in part, by the Licensor without the prior written consent of the Licensee, and any such assignment or attempted assignment shall be null and void and shall be deemed to a material breach of this Agreement.

**Signature of Licensor:**

12.4 The Licensee may assign this Agreement to one or more of its subsidiaries or affiliates, and shall notify the Licensor within thirty (30) Working Days of such assignment.

### **13. ENTIRE AGREEMENT**

13.1 The Parties agree that the Governing Agreement shall constitute the entire agreement between them as to its subject matter. This Agreement may not be changed, altered, amended or modified except in writing and signed by each Party or a duly authorised representative of each Party, but the Website Terms, Terms of Service, Privacy Policy and Content Guidelines may be changed, altered, amended or modified by the Licensee upon notice to the Licensor. For the avoidance of doubt, the Governing Agreement supersedes and extinguishes any and all other prior agreements, drafts, contracts, arrangements, representations, warranties of any nature between the Parties, whether or not in writing and whether express or implied, relating to its subject matter.

13.2 Each Party acknowledges and agrees that in entering into this Agreement on the terms set out in this Agreement, it is not relying upon, and shall have no remedy in respect of, any statement, representation, warranty, promise or assurance made or given by any other Party or any other person, whether negligently or innocently made, whether or not in writing, at any time prior to the execution of this Agreement, other than those expressly set out in this Agreement.

### **14. NON-WAIVER**

14.1 The failure or refusal by a Party either to insist upon the strict performance of any terms of this Agreement or to exercise or enforce any rights under this Agreement in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of such terms or rights, nor deemed as a custom or practice contrary to such terms or rights.

### **15. FORCE MAJEURE**

15.1 The delay or inability of either Party to perform any obligation to be performed by it pursuant hereto when required (other than the obligation to make payments as provided herein), if caused by reason of a Force Majeure event will not constitute a breach of this Agreement nor subject the Party so failing to any liability to the other. The Party affected by or anticipating a Force Majeure event shall promptly notify the other by the most expeditious means, confirming in writing within ten (10) working days of the event, the details thereof and of its expected duration and the estimated effect upon its ability to perform its obligations hereunder. Such Party will promptly notify the other Party when Force

Majeure circumstances have ceased to affect its ability to perform its obligations pursuant to this Agreement.

**16. SEVERABILITY**

16.1 If any provision of this Agreement shall be adjudged by any court of competent jurisdiction 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.

**17. FURTHER ASSURANCES**

17.1 Each Party will, at the request and expense of the other Party, execute any document and do anything reasonably necessary to implement this Agreement, and use all reasonable endeavours to procure that a third party executes any deed or document and does anything reasonably necessary to implement this agreement.

**18. COUNTERPARTS**

18.1 This Agreement may be executed in any number of counterparts but shall not be effective until one Party has executed at least one counterpart. Each counterpart when executed shall be an original, but all the counterparts together shall constitute one document.

**19. THIRD PARTY RIGHTS**

19.1 Nothing contained in this Agreement is intended to be enforceable pursuant to the Contracts (Rights of Third Parties) Act (Cap 53B) by any third party.

**20. GOVERNING LAW AND JURISDICTION**

**STARY PTE. LTD.**  
**9 RAFFLES PLACE**  
**#34-01**  
**REPUBLIC PLAZA**  
**SINGAPORE (048619)**

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20.1 The Agreement is governed by and shall be construed in accordance with the laws of the Republic of Singapore. The courts of the Republic of Singapore shall have non-exclusive jurisdiction over all matters and disputes arising under or in relation to the Agreement.

**IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED BY THE DULY AUTHORISED REPRESENTATIVES OF THE PARTIES HERE**

For and on behalf of **STARY PTE LTD**

[Licensor: [REDACTED] ]

Email: [REDACTED]

Signature:

Signature:

Date:

Date:

Confidentialial@STARY

**Signature of Licensor:**

**ANNEX A – THE WORKS**

The Works:

<b>Book ID</b>	████████████████████
<b>Title</b>	████████████████████
<b>Language</b>	████████████████████
<b>Content Rating</b>	12
<b>Conditional Prepayment</b>	<p>A conditional and one-off payment of US\$[0 ] made by the Licensee to the Licensor upon the completion of the Works (“<b>Conditional Prepayment</b>”). The Conditional Prepayment, which shall be set off against any and all Fees otherwise payable to the Licensor, shall be paid to the Licensor within 30 Working Days of the Works being finally designated as “Completed” by the Licensee, subject to the following conditions:</p> <p>(i) If the amount of Fees already paid by the Licensee on or before such Works have been designated as “Completed” exceeds or equals the amount of the Conditional Prepayment, the Licensee shall be deemed to have already paid all of the Conditional Prepayment; and</p> <p>(ii) If the amount of Fees already paid by the Licensee on or before such Works have been designated as “Completed” is less than the amount of the Conditional Prepayment, the Licensee shall pay the Licensor the remaining amount of the Conditional Prepayment after deducting all Fees paid, upon which the Licensee shall be deemed to have already paid all of the Conditional Prepayment. This remaining amount shall continue to be set off against subsequent payments of the Fees until it is fully recouped and deducted.</p>
<b>Word Count (Estimated)</b>	100000
<b>Complete Status</b>	Ongoing
<b>Original Platform</b>	████████████████████
<b>Exclusive/ NON-exclusive</b>	NON-exclusive
<b>Book’s Link</b>	████████████████████

Supplementary Materials (which shall be deemed to be part of the Works):

<includes all photos, drawings, maps, charts, tables, appendices, notes, bibliographies and content related to the Works that have been provided to the Licensee by the Licensor>

Relevant Information:

**Signature of Licensor:**

**ANNEX B – TERMINATION AGREEMENT**

**TERMINATION AGREEMENT**

This agreement (“**Agreement**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

**BETWEEN:**

(1) **STARY PTE LTD** (UEN: 201822301R), a company incorporated under the laws of Singapore, having its registered address at 9 RAFFLES PLACE, #34-01 REPUBLIC PLAZA, SINGAPORE (048619) (“**Licensee**”);

**AND**

(2) <if a person>

[name:

[ID number:

[address:

(the “**Licensor**”).

] ] ]

(each a “**Party**”, collectively, the “**Parties**”).

**WHEREAS:**

(A) The Parties have entered into a Copyright Non-exclusive Licensing Agreement dated \_\_\_\_\_ (“**Licensing Agreement**”), pursuant to which the Licensor has granted a non-exclusive license to the Licensee to commercially exploit the Licensor’s copyright works.

(B) The Parties wish to terminate the Licensing Agreement pursuant to Clause 7 of the Licensing Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and agreements herein made and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, **IT IS NOW HEREBY AGREED** as follows:

1. The Licensing Agreement is terminated forthwith as of the date of this Agreement.

**Signature of Licensor:**

2. The Licensor hereby acknowledges and agrees that no further consideration, compensation or obligation will be due, payable or owing by the Licensee to the Licensor in relation to the Licensing Agreement.

3. The Licensor hereby agrees to release the Licensee from any and all claims, causes of action, demands, obligations, losses and liabilities of any nature whatsoever arising from or in connection to the Licensing Agreement.

4. For the avoidance of doubt, the Parties are released from all further obligations under the Licensing Agreement, save as otherwise provided for in the Licensing Agreement.

5. This Agreement may be executed in any number of counterparts but shall not be effective until one Party has executed at least one counterpart. Each counterpart when executed shall be an original, but all the counterparts together shall constitute one document.

6. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction 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.

7. The Agreement is governed by and shall be construed in accordance with the laws of the Republic of Singapore. The courts of the Republic of Singapore shall have non-exclusive jurisdiction over all matters and disputes arising under or in relation to the Agreement.

**IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED BY THE DULY AUTHORISED REPRESENTATIVES OF THE PARTIES HERETO.**

For and on behalf of **STARY PTE LTD** [Licensor: ]

Email:

Signature:

Signature:

Date:

Date: