

## CONTRACT WITH AUTHOR

TOM DOHERTY ASSOCIATES, INC.  
("Tor Books")AGREEMENT made as of May 28, 1991 between Andre Norton and  
P.M. Griffin care of Scott Meredith Literary Agency, Inc.of 845 Third Avenue, New York, New York 10022, Attn: Russ Galen(the "Author") and TOM DOHERTY ASSOCIATES, INC., 49 West 24th Street, New York,  
New York 10010, (the "Publisher").

## THE PARTIES HERETO AGREE AS FOLLOWS:

## GRANT OF RIGHTS

1. The Author hereby grants exclusively to the Publisher the following rights in and to the work(s) of fiction/non-fiction tentatively entitled:

NEW TIME TRADER NOVEL

(the "Work") during the full term of copyright (and all renewals and extensions thereof)\* ~~throughout the world~~: the sole and exclusive right to print or otherwise reproduce, publish, distribute and sell the Work in the English language in book form and the sole and exclusive subsidiary rights specified in paragraph 9, with the exclusive right to license any or all of such rights, and the same rights, but non-exclusively, in the Open Market, i.e., the rest of the World except the territories specified on the attached schedule of territories.

## COPYRIGHT

2. The copyright in the Work will belong to the Author. The Publisher is hereby authorized to register the copyright in the Work in the United States copyright office in the name of the Author. The Publisher agrees to imprint the copyright notice authorized by the United States copyright laws in each copy of the Work distributed by the Publisher. The Author agrees with respect to any rights reserved to the Author hereunder to take all steps necessary to protect the copyright in the Work.

## DELIVERY OF MANUSCRIPT

3. (a) The Author agrees to deliver to the Publisher, on or before May, 1  
1992, a complete manuscript of the Work containing (i) approximately 90,000 words, and (ii) the materials required by subparagraph (b) below. The manuscript shall be a complete and legible copy of the Work, in form and content acceptable to the Publisher. In the event of the Author's failure or inability to deliver a complete manuscript of the Work within 60 days

\*in the United States, its territories and dependencies (including but not limited to United States diplomatic, military and educational installations wherever located), the Republic of the Philippines and Canada:

after such date, the Publisher may terminate this Agreement by written notice of termination. If the Author delivers a complete manuscript, the Publisher will notify the Author as to its acceptability or non-acceptability. If, in the sole opinion of the Publisher, the Work is unacceptable to the Publisher, the Publisher will provide the Author with a general explanation of the changes or revisions necessary to make it acceptable and the Author will have 60 days from the provision of the explanation to make such changes or revisions. If a revised manuscript is not delivered by the end of the 60 days or if, in the sole opinion of the Publisher, the revised manuscript is still unacceptable to the Publisher, the Publisher may terminate this Agreement by written notice of termination. Upon any termination under this paragraph 3, the Author will promptly repay to the Publisher all sums of money previously paid to the Author under this Agreement. Notwithstanding any of the above, if the Work consists of more than one book, the following will apply: any termination under this paragraph 3 will (unless the Publisher otherwise elects) apply only to the particular book that was not delivered on time or was rejected, as the case may be; all rights in that particular book will revert to the Author, but this Agreement (including, but not limited to, this paragraph 3) shall remain in full force and effect with respect to the other book(s) comprising the Work; the total advance provided for in paragraph 7 shall be reduced to exclude the portion attributable to the book not delivered on time or rejected and the Author's obligation to repay amounts advanced shall be limited to the portion of the advance paid that is attributable to the book not delivered on time or rejected; but the Publisher may elect to have its termination apply also to any other book(s) comprising the Work that are unpublished at the time of the termination (in which case the consequences of termination specified above as to the book not delivered on time or rejected and the advance attributable to it will apply to those other book(s) and the advance attributable to them as well).

(b) If the Work as published is to contain photographs, drawings, charts, indexes, graphs, appendices or any supplementary matter, the Author will furnish these to the Publisher as part of the complete manuscript at his or her own expense. If permission for the use of material to appear in the Work is required, the Author shall obtain such permission in writing at his or her own expense, and deliver such permission to the Publisher along with the complete manuscript. Permissions must cover all territory and uses licensed to the Publisher in this Agreement.

#### **EDITING OF MANUSCRIPT**

4. The Publisher has the right, in its discretion, to make any editorial changes in the Work deemed necessary by it, with the Author's approval, which shall not be unreasonably withheld or delayed.

#### **COPYEDITED MANUSCRIPT AND PAGE PROOFS**

5. The Publisher will provide the Author with a copy of the copy-edited manuscript of the Work for his or her review; the Author will read, correct and return the copy-edited manuscript within ten days of receipt. The Publisher will furnish the Author with a set of page proofs of the typeset book; the Author will read, correct and return the page proofs within ten days of receipt. The cost of any Author's changes in the proofs in excess of ten percent of the initial setting cost will be charged against the Author's royalty account, except that the Author will not be charged for corrections arising from the typesetter's failure to accurately reproduce the copy-edited manuscript. If the Author fails to read, correct and return the manuscript and/or proofs by the deadline established above, the Publisher may proceed without the Author's corrections, making whatever alterations or corrections it deems appropriate.

#### **WARRANTY AND INDEMNITY**

6. (a) The Author hereby represents and warrants: (i) that the Author is and will be the sole author of the Work and the sole owner of the rights herein granted and that the Author

has not assigned, pledged or encumbered such rights or entered into any agreement which would conflict with the rights granted to the Publisher herein and will not do any of the above; (ii) that the Author has the full right, power and authority to enter into this Agreement and to grant the rights herein granted; (iii) that except for material of others, permission for use of which has or will be obtained by the Author, the Work is and will be original and unpublished prior to its publication by the Publisher and that neither the Work nor any material portion thereof is in the public domain; (iv) that the Work and any material supplied by the Author for use in connection with the Work do not and will not contain anything which is libelous, which infringes or violates any copyright, trademark, right of privacy or other right of any kind of any person or entity or the publication of which will otherwise give rise to a legal cause of action; and (v) that neither the Author nor any of the Author's representatives has given or will give the Publisher any document concerning the Work or any other work by the Author which the Author and/or the Author's representative knows or should know is false or materially misleading.

(b) The Author agrees to indemnify and hold harmless the Publisher, its licensees, successors and assigns and its and their officers, directors, employees, customers, distributors and agents (the "Indemnified Parties") from any loss, damage, liability, judgment, payment or other expense (including reasonable attorneys' fees and disbursements) arising from any claim or legal proceeding (a "lawsuit") which makes any allegations contrary to or inconsistent with any of the representations and warranties made by the Author in this Agreement, but only if such lawsuit is finally sustained (in whole or in part) by any trial or appellate level court or tribunal against the Author, the Publisher or any of the other Indemnified Parties. The Indemnified Parties may, but shall not be required to, appeal any adverse decision. If an Indemnified Party decides to settle a lawsuit and the Author agrees, the Author shall pay the amount of the settlement and all of the expenses (including reasonable attorneys' fees and disbursements) of the Indemnified Party up to and through such settlement. If the Author shall not agree, the Indemnified Party may settle without the Author's consent, in which case the Author shall be required to pay the amount of the settlement and the Indemnified Party's expenses (including reasonable attorneys' fees and disbursements) unless (i) the Author shall establish that the decision to settle was unreasonable, in which case the Author shall not be liable to that Indemnified Party with respect to the lawsuit or (ii) the Author shall establish that the amount of the settlement was unreasonable, in which case the Author shall be liable to that Indemnified Party only for the Indemnified Party's expenses (including reasonable attorneys' fees and disbursements) and for the reasonable portion of the settlement.

(c) Upon receiving notice of any claim or legal proceeding making any allegations contrary to or inconsistent with any of the representations and warranties made by the Author in this Agreement, the Publisher may withhold sums payable to the Author in reasonable amounts as security for the payment of the Author's potential obligations under subparagraph (b) above. The Publisher will not unreasonably or frivolously exercise this right.

(d) The above representations and warranties and indemnity shall survive the termination of this Agreement for any reason.

## ADVANCE

7. The Publisher agrees to pay the Author as an advance against earnings from all sources under this Agreement the sum of \$ 20,000.00

payable as follows: \$10,000.00 upon signing of this Agreement; and \$10,000.00 upon delivery and acceptance of the complete manuscript of the Work.

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~~If any portion of the advance is due on delivery and acceptance, that portion will not be paid prior to the date for delivery stated in this Agreement if delivery and acceptance occur earlier.~~ If the Work consists of more than one book, then the following will apply: unless otherwise specified in this Agreement, for the purposes of paragraphs 3, 13 and 22 only, advance payments on signing shall be "attributable" in equal proportions to each book comprising the Work and amounts due on delivery and acceptance or publication in any form of a particular book shall be "attributable" to that book. However, for all other purposes, all amounts paid as advances under this Agreement shall be treated as a single advance against earnings from all sources with respect to all the books.

## SCHEDULE OF ROYALTIES

8. (a) Subject to subparagraph (b) below, the Author will earn the following royalties with respect to editions of the Work published by the Publisher:

(i) Mass Market Paperback Editions. Except as provided in (iv)-(viii) below, on sales of each mass market paperback edition, a royalty on copies sold in the United States of ~~six percent~~ <sup>\*eight percent</sup> of the suggested retail price on the first 150,000 copies sold in the United States and ~~eight percent~~ <sup>\*\*ten percent</sup> of the suggested retail price on all copies sold in the United States thereafter;

(ii) Hardcover Trade Editions. Except as provided in (iv)-(viii) below, on sales of each hardcover edition of the Work, a royalty on copies sold in the United States of ten percent of the suggested retail price on the first 5,000 copies of the Work sold in the United States, twelve-and-one-half percent of the suggested retail price on the next 5,000 copies sold in the United States; and fifteen percent of the suggested retail price on all copies sold in the United States thereafter;

(iii) Trade Paperback Editions. Except as provided in (iv)-(viii) below, on sales of each trade paperback edition, a royalty on copies sold in the United States of six percent of the suggested retail price on the first 25,000 copies sold in the United States, seven percent of the suggested retail price on the next 25,000 copies sold in the United States and eight percent of the suggested retail price on all copies sold in the United States thereafter;

(iv) Export. Except as provided in (v) or (viii) below, a royalty of five percent of the net amount received by the Publisher for copies of any edition of the Work sold outside of the United States or for export;

(v) High Discount. Except as provided in (viii) below, a royalty of five percent of the net amount received by the Publisher for copies of any edition of the Work sold at a discount of 60 percent or more from the suggested retail price except when sold at or below average cost, in which case no royalty shall be paid;

(vi) Direct Consumer Sales. A royalty of five percent of the net amount received by the Publisher on copies of any edition of the Work sold directly to the consumer including through mail-order coupon advertising, direct-by-mail circularization or solicitation by radio or television;

(vii) Premium Sales. A royalty of five percent of the net amount received by the Publisher on copies of any edition of the Work sold by the Publisher for use as premiums, gifts, or other special use in bulk quantities and for copies sold to book clubs as to which no separate rights payment has been or is to be received; and

(viii) Remainder Sales. On copies of any edition of the Work sold in a remainder sale or a special stock reduction sale, a royalty of ten percent of the excess, if any, of the net amount received by the Publisher over the average cost of copies of that edition.

(b) No royalty will be earned on copies of the Work that are damaged or destroyed or retained in inventory or on copies that are given or sold to the Author or used for review, advertising, promotion, sales, sample, internal, charitable or like purposes. No royalty will be earned on sales of copies where any amount was or is to be earned by the Author under paragraph 9 as a result of a payment for rights made or to be made by the purchaser. If the Work, or a part of it (other than brief quotations), is published by the Publisher together with one or more other complete or partial works in a single volume, the Author will earn royalties on sales of the volume equal to the royalties provided for in the various subparts of subparagraph (a) above multiplied in each case by the fraction that the Work (or part thereof) represents of the entire volume (on a page count basis). The phrase "net amount received by the Publisher" as used anywhere in this Agreement means sums of money actually received by the Publisher (less any taxes included in the amount received, less any insurance, shipping, mailing, freight, duties, customs clearance or other similar charges included in the amount received by the Publisher or paid by the Publisher, and less any fees or commissions paid by the Publisher to finders or third-party sales or licensing agents in connection with the transaction). In all cases in subparts (i) through (viii) of subparagraph (a) above, the computation of the number of copies sold will be net of returns. In determining whether particular sales levels have been reached for the purposes of fixing the applicable royalty rate, sales covered under a subpart of subparagraph (a) above other than the one for which the calculation is being done will not be counted. If the Work consists of more than one book or a book is published in more than one edition, the applicable royalty set forth in the various subparts of subparagraph (a) above will apply separately to each book in each edition; accordingly, in determining whether particular sales levels have been reached for the purposes of fixing the applicable royalty rate, only sales of the book in the edition for which the calculation is being done shall be included.

## SUBSIDIARY RIGHTS

9. (a) The Publisher is hereby granted the following exclusive subsidiary rights in the Work:

~~(i) First Serial Rights (being the right to use material from the Work in the English language in newspapers, magazines and other periodicals, including abridged, adapted and condensed versions, whether in one or more parts, before publication in book form);~~

(ii) **Second Serial Rights** (being the right to use material from the Work in the English language in newspapers, magazines and other periodicals, including abridged, adapted and condensed versions, whether in one or more parts, after publication in book form, and syndication rights);

(iii) **Selection Rights** (being the right to create and publish in the English language condensed, adapted and abridged versions of the Work in book form and the right to use material from the Work in the English language on the radio and in anthologies and other compilations in book form);

(iv) **Microfilm and Computer Rights** (being the right to use material from the Work in any language on microfilm and microfiche and in information, including, but not limited to, text, storage and retrieval systems, whether computer or other present or future technology, and in connection with teaching machines, whether in machine or human languages);

(v) **Sound Reproduction Rights** (including records, tape recordings, sound cassettes and other methods and technologies now known or hereafter devised);

~~(vi) Translation Rights (being the right to translate for publication the Work into languages other than English, and book publication rights, first serial rights, second serial rights and selection rights in languages other than English);~~

~~(vii) Cartoon Strip, Novelty, Advertising and other commercial use of characters or material from the Work; and~~

~~(viii) Motion Picture, Dramatic, Television and Video Rights (whether methods and technologies now known or hereafter devised);~~

(b) The Author will earn amounts equal to the below stated percentages of the net amount received by the Publisher from licenses granted by the Publisher of the indicated rights:

- |                  |   |                |
|------------------|---|----------------|
| (i)              | English Language Book Publication Rights (regardless of format) (other than Book Club) to U.S. publishers | 50%            |
| (ii)             | English Language Book Publication Rights (regardless of format) to Book Clubs                             | 50%            |
| <del>(iii)</del> | <del>First Serial Rights (granted to licensees in the U.S.)</del>   | <del>50%</del> |

(iv)	Second Serial Rights (granted to licensees in the U.S.)	75% <del>50%</del>
(v)	Selection Rights (granted to licensees in the U.S.)	75% <del>50%</del>
(vi)	Microfilm and Computer Rights	50%
(vii)	Sound Reproduction Rights	75% <del>50%</del>
(viii)	English Language Book Publication Rights, First Serial Rights, Second Serial Rights and Selection Rights (granted to licensees outside the United States) *	50%
<del>(ix)</del>	<del>Translation Rights</del>	<del>50%</del>
<del>(x)</del>	<del>Cartoon Strip, Novelty, Advertising and other Commercial Rights</del>	<del>75% <del>50%</del></del>
<del>(xi)</del>	<del>Motion Picture, Dramatic and Television and Video Rights</del>	<del>70%</del>

(c) The Publisher also has the exclusive right to grant permissions to reproduce portions of the Work in books and in any other print medium; the Author will earn an amount equal to one half the net amount received by the Publisher for the grant of any such permission.

(d) Included among the rights granted to the Publisher is the exclusive right to license editions of the Work in Braille and to license photocopying, recording and microfilming of the Work for editions directed at the physically handicapped, without (if the Publisher so elects) fee or royalty.

(e) All rights in the Work now existing, or which may hereafter come into existence, not specifically granted to the Publisher are reserved to the Author for the Author's use at any time. However, without limiting in any way the grant of rights to the Publisher or the warranties and representations contained elsewhere in this Agreement, the Author represents, warrants and covenants that the Author will not authorize or arrange for the publication in any printed form of a novelization, adaptation or other version of either the Work or a work in another medium based on the Work (and the Author represents and warrants that the Author has not previously authorized or arranged for any such publication). However, the above will not prohibit the Author from writing and authorizing the publication of any prequels or sequels to the Work. If the Work is itself based on a work in a non-print medium (such as a movie), the Author represents, warrants and covenants that neither the Author nor the holder of the copyright in the work on which the Work is based will authorize or arrange for the publication in any printed form of a novelization, tie-in, adaptation or version of the work on which the Work is based (and the Author represents and warrants that no such publication has been authorized or arranged for).

## REPORTS AND PAYMENTS

10. (a) After publication of the Work, the Publisher will render semi-annual statements on April 30 and October 31 in each year in accordance with the Publisher's regular accounting practices, showing the amounts earned by the Author hereunder for the periods July 1-December 31 and January 1-June 30, respectively, as royalties and on account of licenses of the Work and permissions granted by the Publisher. Each statement will be accompanied by

\* but inside the territories granted in Paragraph One

payment of the amount shown to be due thereon. However, the first statement and payment will not be issued to cover a period of less than six months from the date of the Work's first publication by the Publisher. Notwithstanding any other provision of this Agreement, no earnings will be due or payable to the Author unless and until the Author's earnings exceed the total advance under paragraph 7 (paid and to be paid in the future); once such total advance is earned out, the excess of the Author's earnings above such total advance (only) will be paid as provided above. In rendering any statements and in making any payments hereunder, the Publisher may deduct and withhold reserves against returns of copies in reasonable amounts.

(b) If the total amount payable is less than \$50, the Publisher may defer the rendering of statements and payment until such regular payment date as at least \$50 shall be payable to the Author. In such case, upon written request, a statement will be given.

(c) The Author or a certified public accountant hired by the Author shall have the right, upon reasonable notice during usual business hours but not more than once in any 12-month period, to examine the books and records of the Publisher at the place(s) where the same are regularly maintained insofar as they relate directly to the sales and returns of the Work. Such examination shall be at the cost of the Author unless errors aggregating more than ten percent of the total sum paid under this Agreement (including, but not limited to, advances) to the Author are found to the Author's disadvantage, in which case the reasonable cost (excluding any travel, lodging or meal expenses) of such examination shall be borne by the Publisher. No such examination shall be made by a certified public accountant working on a contingent fee basis. Statements rendered under this Agreement shall be final and binding upon the Author unless objected to in writing, setting forth the specific objections thereto and the basis for such objections, within one year after the date the statement was rendered.

### **FREE COPIES**

11. The Publisher will furnish 20 copies of each edition of the Work published by the Publisher to the Author without charge. Should the Author desire additional copies for his or her own use, they shall be supplied at a 40 percent discount from the suggested retail price. The cost of copies of the Work ordered by the Author will be charged to the Author's royalty account, unless the aggregate number of copies purchased by the Author is over 28 and there are not sufficient accrued royalties owed to the Author to pay for the copies ordered, in which case the Author shall enclose payment with the order. If the Work consists of more than one book, the Author will receive the specified number of copies of each book comprising the Work.

### **REVERSION OF RIGHTS**

12. (a) If the Publisher determines, in its sole discretion, that the Work or any edition thereof has ceased to have a remunerative sale, the Publisher may discontinue publication and may at any time thereafter remainder or otherwise dispose of copies on hand. If at any time after five years from the date of initial publication of the Work, all editions, whether hardcover or paperback, of the Work which have been published or licensed by the Publisher anywhere in the world shall be out of print and, six months after written demand by the Author, mailed to the Publisher by certified or registered mail, return receipt requested, is received, the Publisher still has not provided adequate stock to meet the normal demand for the Work in the United States or scheduled the Work for reissue in any edition or arranged for a licensed edition in the United States, the Author may terminate this Agreement by sending written notice of termination to the Publisher by certified or registered mail, return receipt requested.



Notwithstanding the above, if the Work consists of more than one book, this subparagraph 12(a) shall apply separately to each book; any termination pursuant to this subparagraph 12(a) shall apply only to the book(s) that are out of print and are terminated through the procedure provided above and this Agreement shall continue in full force and effect with respect to any other book(s) comprising the Work.

(b) Termination of this Agreement, whether or not pursuant to subparagraph 12(a), is subject to the right of the Publisher to thereafter dispose of any existing inventory and copies returned (accounting as provided in paragraph 10 to the Author for any royalties earned by the Author as a result thereof), to the continuation of any licenses with respect to the Work previously granted by the Publisher and to the continuing receipt and retention by the Publisher of the proceeds from such licenses (accounting as provided in paragraph 10 to the Author for the amount earned by the Author from any such proceeds).

### MANDATED PUBLICATION

13. The Publisher agrees to publish and commence distribution of the Work within 24 months after acceptance of the complete manuscript (but, if the Work consists of more than one book, publication of the second and each subsequent book comprising the Work will not be required prior to 12 months after the publication of the immediately preceding book). The Publisher will have the right to make the final decision on the title and jacket or cover art. The publication will be in a format determined by the Publisher acting in its sole discretion. All decisions regarding the retail price and all other matters involving terms of sale, distribution, advertising and promotion of the Work shall also be within the Publisher's sole discretion. The publication may be under any of the Publisher's, or any of its affiliated companies', imprints. ~~(If the Publisher has made arrangements for a licensed edition of the Work to be published in the United States by another publisher within the time provided above, the Publisher's time to publish its edition will be extended for 12 months beyond the time provided above.)~~ If the Publisher is prevented or hindered from publishing and/or distributing the Work by circumstances beyond its reasonable control, then the period provided above for publication will be extended by a period equal to the period during which the circumstances prevented or hindered publication and/or distribution. If the Publisher fails to publish and commence distribution of the Work by the time provided above ~~and such failure persists for six months after the receipt by the Publisher of a written demand that the Publisher publish the Work, sent by the Author by certified or registered mail, return receipt requested,~~ then the Author may terminate this Agreement by written notice of termination sent by the Author by certified or registered mail, return receipt requested, and received by the Publisher prior to commencement of publication, in which case the Author shall retain any advances already paid under this Agreement in complete and full discharge of the Publisher's obligations under this Agreement; no other claims, damages or remedies shall be available to the Author for the Publisher's failure or refusal to publish under any circumstances. If the Work consists of more than one book, this paragraph 13 shall apply separately to each book comprising the Work. Any termination pursuant to this paragraph shall apply only to the particular book involved and the reference to advances contained in this paragraph shall be deemed to mean the portion of the advance paid that is attributable to that book; this Agreement shall continue in full force and effect with respect to the other book(s) comprising the Work.

### DELAY OF PERFORMANCE

14. The Publisher's failure or inability to comply with any of the terms of this Agreement due to circumstances beyond its reasonable control, including, but not limited to, natural disasters, inability to obtain materials or supplies, labor controversies, riot, war or governmental orders or actions, shall not be deemed a breach of this Agreement.

## BANKRUPTCY

15. If a petition in bankruptcy shall be filed by the Publisher, or if the Publisher shall be finally judged bankrupt by a court of competent jurisdiction, or if the Publisher shall seek general protection from its creditors under any bankruptcy or insolvency act, the Author may terminate this Agreement by written notice, effective immediately upon receipt.

## OPTION

16. The Publisher shall be offered in writing the right to acquire publication rights in the Author's next work before the next work (or a proposal for it) is shown or offered to any other publisher. The offer must be accompanied by an outline ~~and detailed proposal~~ for the next work (or, at the Author's option, a manuscript of the next work). The Publisher will have until the end of 30 days after its receipt of the offer to respond (but at least until 30 days after delivery and acceptance of the complete manuscript of the Work). If the Publisher does not express a desire to acquire publication rights in the next work by the end of the period provided above for response, or if the Publisher expresses a desire to acquire publication rights in the next work but the Author and the Publisher are unable to reach agreement concerning the next work by the end of 20 days thereafter, the Author may then (but not before then) submit the proposal or manuscript to one or more other publishers, but if the Publisher made an offer: (i) the Author may not accept terms from any other publisher that ~~are equally favorable or less favorable to the Author than those offered by the Publisher; and (ii) the Publisher will have an option to acquire publication rights in the next work by matching the terms most favorable to the Author offered by another publisher, which option shall be open for exercise until 14 days after the Publisher receives written notice from the Author of the terms of the other publisher's offer.~~ This paragraph 16 will survive any termination of this Agreement except a termination of this entire Agreement under paragraph 13.

## SERIES

17. If the Work consists of one or more books in a series, the Author agrees that additional books in the series will not be written until all the book(s) in the series in which the Publisher has been granted rights have been completed and that the Author will not authorize or arrange for the publication of any additional book in the series prior to the first to occur of: (i) the first anniversary of the Publisher's hardcover publication of the last book under contract to the Publisher in the series or (ii) six months after the publication by the Publisher of a paperback edition of the last book under contract to the Publisher in the series.

## AGENCY

~~18. The Author hereby authorizes the Author's Agent, SEE RIDER Scott Meredith Literary Agency,  
Inc., 845 Third Avenue, NY, NY 10022, to collect and receive all sums of money payable to the Author pursuant to any of the provisions of this Agreement. The agent is fully authorized and empowered to act on behalf of the Author in all matters in any way arising out of this Agreement. The Publisher may pay all sums hereunder to the said agent (in which case, receipt by the agent shall constitute payment to the Author) and may rely on the said agent in all matters arising out of this Agreement, including, without limitation, amendment of this Agreement or settlement of any controversies arising out of this Agreement, until the Publisher shall have received written notice from the Author of the~~

~~termination of such agency. Upon the receipt of such notice, the Publisher shall pay all further sums payable pursuant to this Agreement directly to the Author or to such other persons as the Author shall direct in writing.~~

### **AUTHOR TO RETAIN COPIES**

19. The Author shall retain, for the Author's own protection, copies of all manuscripts and other documents or materials supplied by the Author to the Publisher.

### **REVISED EDITIONS**

20. If the Work is non-fiction, the Author agrees, at the Publisher's request, to prepare revised editions of any of the book(s) comprising the Work; but if the Author is unable or refuses to do so or fails for any reason to deliver a manuscript of the revised edition, in form and content acceptable to the Publisher, within a reasonable time, the Publisher may cause the same to be done and in such event the expense thereof shall be borne by the Author. This Agreement, other than subparagraph 3(a), will continue to apply to each revised edition (and no additional advance will be payable in connection with a revised edition). The Publisher will have all the rights in all revised editions of the book(s) comprising the Work that the Publisher has in the original version(s) of the Work.

### **COMPETING WORKS**

21. (a) The Author represents and warrants that the Author has not authorized or arranged for, and agrees not to authorize or arrange for, the publication, distribution or sale in the territory granted to the Publisher on an exclusive basis, otherwise than by the Publisher, of any work by the author of the Work (or if more than one person authored the Work, any one or more of such persons) which will directly compete with the Work or diminish the value of any subsidiary rights granted by this Agreement where such publication, distribution or sale will take place at any time during the term of this Agreement.

(b) If the grant of publication rights to the Publisher is not worldwide, the Author agrees not to permit anyone other than the Publisher to publish, distribute or sell a paperback edition of the Work in the English language in the territory, if any, granted to the Publisher on a non-exclusive basis prior to one year after the Publisher's initial publication (if the Publisher's initial publication is in hardcover), or prior to the Publisher's initial publication (if the Publisher's initial publication is in paperback).

(c) If the Work consists of more than one book, all references in subparagraphs (a) and (b) above to the "Work" shall be deemed to refer to each of the books comprising the Work considered separately.

### **LEGAL PROBLEMS**

22. Notwithstanding any other provision of this Agreement, the Publisher shall not be obligated to publish or continue to publish the Work if in the opinion of the Publisher it contains unlawful material or any material which may violate the rights of any person or entity. If, in the opinion of the Publisher, there appears to be substantial risk of legal action or liability on account of the Work, the Author shall, if requested by the Publisher, make such revisions or deletions in the Work as shall be necessary in the opinion of the Publisher or the Publisher's legal counsel to remove any such risk. No such revisions or deletions, and no request for

substantiation, shall be deemed to impose on the Publisher any obligation of verification, or to affect in any way the Author's warranties or representations or duty of indemnification which shall continue to apply to all material in the Work, whether or not changed at the request of the Publisher or the Publisher's legal counsel. If the Author does not make, or authorize the Publisher to make, such revisions or deletions, or if the Work is unpublishable in the opinion of the Publisher's legal counsel, or if the Work cannot be revised, then the Publisher may terminate this Agreement in writing at any time and/or may exercise any other remedies available to it under the circumstances. In the event of such termination of this Agreement, all amounts paid by the Publisher to the Author pursuant to this Agreement shall be promptly repaid by the Author to the Publisher. If the Work consists of more than one book, this paragraph 22 shall apply separately to each book; any termination pursuant to this paragraph 22 shall, unless the Publisher otherwise elects, apply only to the particular book involved. In the event of termination as to a particular book: all rights in the terminated book will revert to the Author, but this Agreement shall remain in full force and effect with respect to the other book(s) comprising the Work; the total advance provided for in paragraph 7 shall be reduced to exclude the portion attributable to the terminated book; and the Author's obligation to repay amounts advanced shall be limited to the portion of the advance paid that is attributable to the terminated book.

### **ASSIGNMENT**

23. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Publisher. This Agreement shall be binding upon the successors, heirs and estate of the Author. The Author may assign any net sums due to the Author hereunder, but may not assign or delegate the Author's duties or obligations under this Agreement.

### **NOTICES**

24. All notices or other communications required or permitted to be given by any of the provisions of this Agreement shall be sent by telecopier, regular first class mail, air mail, hand delivery, overnight mail or commercial air express service (unless the provision permitting or requiring such notice or other communication calls for another type of mail, in which case such other type of mail shall be required) and shall be deemed given when dispatched (unless the provision permitting or requiring such notice or other communication shall otherwise provide). However, notices or other communications dispatched from outside the United States shall be deemed given when received. All notices or other communications shall be addressed to the Author at the address set forth at the beginning of this Agreement (or to such other address as the Author shall have designated by 30 days' prior written notice), or to the Publisher at its then principal office.

### **ENTIRE AGREEMENT**

25. This Agreement constitutes the entire agreement between the Publisher and the Author concerning its subject matter. This Agreement cannot be cancelled, amended or modified, nor may any of its provisions be waived, except in a writing signed by the party (or his or its duly authorized agent) against whom such cancellation, amendment, modification or waiver is to be enforced. This Agreement is not binding on the Publisher, and the Publisher is not obligated with respect to the Work, unless and until this Agreement is executed by the President or an Executive Vice-President of the Publisher.

**GOVERNING LAW**

26. This Agreement, and the rights and liabilities of the parties with respect to this Agreement and its subject matter, shall be governed by the laws of the State of New York and the United States applicable therein without reference to the principles of conflicts of law thereof.

**CAPTIONS**

27. The captions of the various paragraphs of this Agreement (and subdivisions thereof) have been inserted only for the purpose of convenience; such captions are not a part of this Agreement and shall not be deemed, in any manner, to modify, explain, enlarge or restrict any of the provisions of this Agreement.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement.

*Andhe Norton*  
*Pauline Griffin*  
AUTHOR \_\_\_\_\_

\_\_\_\_\_  
AUTHOR'S SOCIAL SECURITY (OR TAX I.D.) NUMBER  
\_\_\_\_\_  
TOM DOHERTY ASSOCIATES, INC.

By: *Tom Doherty*  
\_\_\_\_\_

Editor's initials: *[Signature]*

HB

THE SCHEDULE

Ascension  
Australia  
Bangladesh  
Botswana  
British West Indies  
Brunei  
Burma  
~~Canada (including Newfoundland  
and Labrador)~~  
Cocos Island  
Cyprus  
Falkland Islands  
Fiji  
Gambia  
Ghana  
Gibraltar  
Hong Kong  
India  
Iraq  
Irish Republic  
Jamaica  
Kenya  
Kuwait  
Lesotho  
Malawi  
Malaysia  
Malta (including Gozo and  
Comino)  
Mauritius (including  
Rodriguez)  
Namibia  
New Zealand (including Ross)  
Nigeria and the Cameroons

Northern Ireland  
Pacific Islands, comprising  
Solomon Islands  
Tonga  
Western Samoa  
Nauru Islands  
New Hebrides  
Gilbert Islands  
Tuvalu  
Union Islands (New Zealand)  
Norfolk Island (Australia)  
Papua New Guinea (Australia)  
Pitcairn Islands  
Pakistan  
St. Helena  
Seychelles  
Sierra Leone  
Sikkim  
Singapore  
Somali Republic  
Sri Lanka  
Swaziland  
Tanzania  
Tasmania  
Trinidad and Tobago  
Tristan de Cunha  
Uganda  
United Kingdom (including  
Northern Ireland, the Isle of  
Man, and Channel Islands)  
Zambia  
Zimbabwe

**Rider to Agreement dated May 28, 1991 between Tor Books and Andre Norton and P.M. Griffin:**

The Author does hereby appoint Scott Meredith Literary Agency, Inc., 845 Third Avenue, New York, New York 10022, irrevocably as Author's Agent in all matters pertaining to or arising out of this Agreement or related agreements, and authorizes irrevocably that all sums of money due Author under this Agreement or related agreements shall be paid to and in the name of said Agent, whose receipt therefor shall constitute a good and valid discharge of all such indebtedness. The Author does also hereby assign and transfer to Scott Meredith Literary Agency, Inc., and Scott Meredith Literary Agency, Inc., shall retain, a sum equal to ten per cent (10%), plus any monies advanced to or disbursements made on behalf of Author by said Agent, out of all monies due and payable to and for the account of the Author under this Agreement or related agreements.