

2003

AGREEMENT made this 5<sup>th</sup> day of March, between ANDRE NORTON and SASHA (GEORGIA M.) MILLER (hereinafter jointly the "Author") c/o ASHLEY GRAYSON, Literary Agent, 1342 18th Street, San Pedro, California 90732 USA and AMBER PUBLISHING LTD., 00-108 Warszawa, Zielna 39, Poland (the "Publisher").

The parties hereto mutually agree as follows regarding titles TO THE KING A DAUGHTER, KNIGHT OR KNAVE and A CROWN DISOWNED by Andre Norton and Sasha Miller.

1. The Author hereby grants to the Publisher, subject to and upon the terms and conditions hereinafter set forth the exclusive license to translate, print, publish and sell the Works in the Polish language (the "Language") in book form.
2. The Publisher will pay to the Author a non-repayable advance of \$800.00 per title, for a total of \$2,400.00 (Two thousand four hundred dollars), against and on account of royalties accruing as follows: ten percent (10%) of wholesale price for every copy sold. The advance shall be paid as follows:
  - \$2,400.00 on signature of this agreement.
  - The Works shall be separately accounted.If the Works are issued in more than one style of binding the royalty will be calculated on the wholesale price of each edition, exclusive of any value-added tax. For the purpose of accounting pursuant to this agreement, any substantial reduction of wholesale price shall only be valid if approved in writing by the Author.

No royalty shall be due on copies of the Works 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, samples, replacement of damaged copies, or like purposes, but the number of such royalty exempt copies shall not exceed five percent (5%) of the copies sold.
3. The term of this grant is for a period of six (6) years from the date of publication of each book, at which time all rights herein granted shall automatically revert to the Author unless: (i) The Author receives written notification from the Publisher not more than six (6) months nor less than sixty (60) days prior to the end of such six-year term that the Publisher has printed an edition within the previous six-month period, in which case the term of this grant shall be extended for a period of eighteen (18) months from the date of publication of that edition, or (ii) Royalties paid to the Author are based on sales of no fewer than 500 copies per year.
4. (a) In addition to the rights granted pursuant to Paragraph 1, the Publisher shall have the sole right during the term of this agreement to grant licenses for the following rights in the Works in the Language. Such licenses shall be subject to the consent of the Author or his representatives, which shall not be unreasonably withheld. The Publisher shall pay the Author the following share of the gross proceeds therefrom immediately on Publisher's receipt of payment thereof:

(i) First Serialization	seventy percent (70%)
(ii) Second Serialization	sixty percent (60%)
(iii) Book Club	fifty percent (50%)

(b) The rights hereinabove granted are granted to the Publisher solely and shall be transferred by him only with the prior written consent of the Author. All other rights, whether now existing or which may hereafter come into existence, which are not expressly licensed in this agreement are hereby reserved to and by the Author.

5. (a) Publisher shall account to Author twice annually and each such accounting shall be in duly certified form and mailed within 90 days following the close of the Publisher's fiscal period. Payment, if due, shall accompany each such accounting, in the amount shown to be due therein. Author and representatives of Author shall have the right to inspect and make abstracts from the relevant books and records of Publisher at any time during Publisher's regular business hours to verify the correctness of accountings or to ascertain the sums which may be payable to Author hereunder.

(b) Publisher shall use its best efforts to obtain promptly any necessary governmental authorizations for the payments hereunder. If, because of any governmental action, Publisher is prevented from transmitting royalties to the United States, Publisher shall comply with any lawful instruction of Author to pay such royalties to or on behalf of Author or to otherwise deposit such royalties. Publisher shall in any event furnish accountings at the times herein provided.

6. All accountings and payments due under this agreement will be made to Ashley Grayson, Literary Agent, 1342 18th Street, San Pedro, California 90732 USA, whose receipt will be a full and sufficient discharge of the Publisher's obligation. Publisher shall also remit to Author's agent one copy of the royalty statement then due.

7. This agreement shall not be effective unless a copy hereof, signed by both parties, together with payment of the advance due pursuant to Paragraph 3, is received by the Author within sixty (60) days from the date first above written.

8. The Publisher will (a) publish the Works in editions of substantially the same form and quality as that of the original edition of the Works, heretofore published in the English language, at its risk and expense, (b) publish the Works within eighteen (18) months of the date of this agreement, (c) promptly notify the Author in writing as to the exact date of such publication and its retail price per copy, and (d) send to the Author two (2) copies of each first edition at no charge.

9. (a) The translation of the Works will be faithful and accurate with only such modifications from the original text as may be necessary to achieve a competent and idiomatic translation. Such modifications will not materially change the meaning or otherwise materially alter the text. The works shall not be abridged. Alterations in the text or title may be made only with the prior written approval of the Author. The title of the Works in English will appear either on the title page or on the page immediately following and the Author's name will appear in its customary form in due prominence on the title page and on the binding of every copy and in all advertisements of the Works.

(b) In addition to its own copyright line, the Publisher agrees, and shall likewise require any sublicensees, to print in each copy of the Works the original American title

and the copyright notice by the original copyright holder in the following form or in such form as Author shall by notice to Publisher designate:

TO THE KING A DAUGHTER

© Copyright 2000 by Andre Norton, Ltd. and Sasha Miller.

KNIGHT OR KNAVE

© Copyright 2001 by Andre Norton, Ltd. and Sasha Miller.

A CROWN DISOWNED

© Copyright 2002 by Andre Norton, Ltd. and Sasha Miller.

Original English language edition published by Tom Doherty Associates, LLC, New York.

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10. (a) Author may terminate this agreement and all rights granted herein shall revert to the Author (without prejudice however to any moneys already paid or then due or to become due): (i) if the Publisher fails to publish its edition of the Works within the time specified in Paragraph 8, unless such time is extended by the Author in writing, or (ii) if at any time the Publisher's edition of the Works goes out of print or off the market, or (iii) if Publisher defaults in accounting or making payments as herein provided or (iv) if Publisher breaches any of the terms of this agreement and does not cure such breach within one (1) month of receipt of written notice from the Author to do so.

(b) In the event that Publisher shall be adjudicated bankrupt or if an order is made placing it into receivership or approving a petition seeking its reorganization under any bankruptcy statute or similar law, or if it shall institute proceedings for or similar to voluntary bankruptcy or reorganization or receivership, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts, or shall suspend or cease to carry on business, or if any action of any government or any subdivision thereof shall materially impair Publisher's operations, or if this agreement shall be assigned or conveyed, by operation of law or otherwise, without the prior written consent of Author, then this agreement shall terminate and the rights granted hereunder shall revert to Author forthwith, without prejudice to any monies already paid or then due or to become due up to the date of such termination.

11. Advertising material, with the exception of advertising of Publisher's other books for young readers, shall not be included in any form in any editions of the Works, whether issued by the Publisher or its licensees, without the prior written consent of Author.

12. In the event the Author disposes of the motion picture or other performance rights, the purchaser of such rights will be free to publish or cause publication of excerpts, synopses and summaries of the Works in the Language up to an aggregate of 10,000 words in each instance for advertising and exploiting such rights.

13. The Publisher hereby assumes any and all responsibility with respect to any liability and will hold the Author harmless from any liabilities arising from the publication of the Work by the Publisher. The Publisher, at its expense, will be responsible for obtaining permission, where necessary, for photographs, illustrations, quotations or other copyrighted material obtained by the Author of the Work from other sources and incorporated in the Work.

14. The Publisher shall first offer to sell to the Author remainder copies of the Works. On remainder copies sold by the Publisher at or below cost, no royalties shall be payable to the Author, but no such remainder copies shall be sold within a period of ~~four (4)~~ three (3) years from the date of first publication by Publisher. Upon any such remainder sale by Publisher all rights granted herein may not be assigned or otherwise transferred without the written consent of the Author.

15. The Author represents that the Works have been copyrighted in the United States and if copyrighted after September 16, 1955, that such copyright was effected in compliance with the Universal Copyright Convention; and that the Author is authorized to grant the rights licensed in this agreement.

16. This agreement constitutes the complete understanding of the parties and no representation other than contained herein shall be binding. This agreement shall be governed by the law of the State of California. No modification or waiver of any provision hereof is valid unless in writing and signed by both parties. All notices required hereunder shall be in writing sent to the addresses set forth above, or to such other address as the parties shall specify in writing.

IN WITNESS WHEREOF the parties have signed this agreement by their duly authorized officers as of the date and year first above written.

Sasha Miller 03/11/03  
AUTHOR DATE

Archie Norton 3/18/03  
AUTHOR DATE

G. Farris  
PUBLISHER

25th April 2003  
DATE