

PROFIT SHARING AND PRICING POLICY

WHEREAS, the Content Partner (“Partner”) has developed Content Product (the “Product”), and holds ownership of all intellectual property rights in the Product;

WHEREAS, the Partner desires the TOSEP INC. (“Company”) to provide Sales Service (the “Service”), according to this Policy, online and offline, for the Product sale;

WHEREAS, the Partner desire to enter into an arrangement whereby the Partner and the Company will share the profits realized from the sale of the Product due to the efforts of the Company according to the terms and conditions; and

WHEREAS, this Profit Sharing and Pricing Policy (“Policy”) will serve as an agreement form, and the Partner hereby acknowledges and accepts the following terms and schedule for financial distribution of funds.

1. **AGREEMENT TERM:** This Agreement shall last from the date of execution until terminated by thirty (30) days’ written notice by either party.
2. **EFFECT OF TERMINATION:** Upon termination according to Term section 1, the following shall occur; The Partner shall continue to receive the profit share described herein from any continuing sales as a direct result of the Company’s efforts; The Company shall return, delete, remove or destroy any physical or digital copies of the Partner’s proprietary information.
3. **NO MODIFICATION UNLESS IN WRITING:** No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.
4. **ENTIRE AGREEMENT:** This Agreement represents the full understanding of the Partner shall supersede all previous oral or written agreements regarding the subject matter herein.

5. APPLICABLE LAW: This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada, subject to the exclusive jurisdiction of the federal and provincial courts located in Ontario, Canada.
6. QUALIFYING PARTNER: A qualifying Partner is a person or people authorized by the Officer of the Company: _____ to be eligible in payouts
7. PAYOUTS: Payouts will be made to each qualifying Partner on the **15th day** of each and every month according to the 9. STRUCTURE AND METHOD below for the amount collected and/or received by the Company within that qualifying previous month.
8. PAYMENT TERM: Itemized financial payout details shall be provided to the Partner at the time of each and every Payout. Under no circumstances, unless authorized by the payment decision maker of the Company, can any payment be made to anyone else but said Partner or his/her legally authorized representative.
9. STRUCTURE AND METHOD: Below is the standard responsibility of the Company for profit sharing in order of financial distribution. No payouts will be made to the Partner until the sales amount of the Product is collected and/or received in full by the Company. **The Company reserve all rights to price each and every Product according to its policy and strategy.**

TYPE

PARTNER AMOUNT

Standard Translation Projects

***See below table**

Other Contents Conversion projects

****To be updated and/or agreed**

Standard Project Profit Share Policy

Nickname	Role	Description of Contribution	Percentage (%)
Hunter	Proposal (free for all)	Proposing a potential translation contents (any contents that needs translation)	10
Farmer	Translation (free for all)	Translating the content % increase If there is no farmer and/or artist	30~80
Artist	Pre-publish (free for all)	Editing, graphics, illustration and others As needed basis	0~40
Craftsman	Publication file generation	Generating a file (epub or pdf) that is ready for publication, TOSEP may do it without %	0~10
Merchant	Operations (reserved)	TOSEP or its designated person. Communication, contracts, publication and marketing, payment collection and distribution,	10
	Total		100

Payments shall be made via Paypal or Wire Transfer. Standard banking or financial fees may apply depending on the choice of payment method.

Understood, acknowledged, and agreed on ___ day of _____, 20____.

Partner:

SIGNATURE / NAME / TITLE / COMPANY (if applicable)

