

## PUBLISHING AND COPYRIGHT LICENSING AGREEMENT

THIS PUBLISHING AND COPYRIGHT LICENSING AGREEMENT (the "Agreement") is entered into this \_\_\_\_\_

### BETWEEN:

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COPYRIGHT HOLDER(Translator/Illustrator/Other)  
of  
Title of the book: \_\_\_\_\_  
Address: \_\_\_\_\_,  
Country of Residence: \_\_\_\_\_  
(the "COPYRIGHT HOLDER")

- and -

TOSEP INC.  
PUBLISHER  
of  
61 Anne St.  
EXETER, Ontario  
N0M 1S2  
Canada

(the "PUBLISHER")

### 1. BACKGROUND

Whereas the PUBLISHER is a lawfully established business existing in the Province of Ontario, Canada; and

Whereas the COPYRIGHT HOLDER owns the copyright for a specific portion (the 'Work', as specified in Attachment 1) of a Book/E-book/Audio Book/Other creation titled "\_\_\_\_\_", and wishes to grant the PUBLISHER permission to reproduce and use the Work in accordance with the terms stated herein;

IN CONSIDERATION OF the mutual covenants and promises set forth in this Agreement, the COPYRIGHT HOLDER and the PUBLISHER agree as follows:

### 2. NATURE OF RIGHTS

The copyright is a part of "Intellectual Property Right", which broadly includes patents, rights to inventions, copyright and related rights, trademarks, trade names, neighboring

rights, right of publicity, commercial secrets, domain names, rights in get-up, rights in goodwill or to sue for passing off, rights to counter unfair competition, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

삭제함: rights

The COPYRIGHT HOLDER grants the PUBLISHER the exclusive right to publish, republish, use, reuse, and reproduce the Work in the formats agreed upon herein. This right includes the power to incorporate the Work into other pre-existing compositions, and to use the Work in future compilations. The COPYRIGHT HOLDER also grants the PUBLISHER the exclusive right to create derivative products, which may include but not limited to:

1. Secondary translation from the original (primary) translation into a language other than the source language ((i.e.: A German translation of an English book translated from the Korean original – for convenience, this is also considered a derivative product; **refer to Section 4 of Attachment 2 for additional payment (income) information**))
2. Promotional products related to the Work, whether they are for-profit or not-for-profit
3. Other derivative products such as dolls, games, videos, comics, movies, and other contents with various formats

When and if the Work is a direct result of a cooperative project, the COPYRIGHT HOLDER's right is specifically proportional only to his/her effort/time invested against the other participants of the project. As such, the COPYRIGHT HOLDER understands that he/she may not exercise his/her right over the Work as a whole, and may exercise his/her right on his/her royalty portion only. Such proportional right may not interfere, interrupt, diminish or weaken other cooperative participants' rights. Also, for purposes of indemnification, the COPYRIGHT HOLDER acknowledges that the rights and responsibilities arising from section 9. WARRANTIES AND INDEMNIFICATION apply to the individual COPYRIGHT HOLDER himself/herself, as an independent entity, and may not be used as a sum of rights/responsibilities for the group or for each other.

### 3. CREDIT TO COPYRIGHT HOLDER

The PUBLISHER agrees to credit the name of the COPYRIGHT HOLDER as provided in the submission of the Work to the PUBLISHER. The COPYRIGHT HOLDER agrees not to sue, claim or take other actions against the PUBLISHER or its operators for any errors or inaccuracies in this name.

#### 4. USE OF COPYRIGHT HOLDER'S INFORMATION

The PUBLISHER agrees not to voluntarily disclose any private, confidential or personal information the COPYRIGHT HOLDER has provided thereto, without the COPYRIGHT HOLDER's prior consent.

#### 5. DURATION OF AGREEMENT

This Agreement shall remain in effect, locally and/or internationally, indefinitely until the copyright of the Work expires in that country/region.

#### 6. PERMITTED FORMATS

This Agreement shall extend to all present and future media formats.

The above rights include the right to make technical modifications to the Work in order to display it in the media and formats agreed upon.

#### 7. MODIFICATIONS TO THE WORK

The COPYRIGHT HOLDER agrees to allow the PUBLISHER to modify or edit the Work solely at his/her own discretion. Such changes include, without limitation:

1. Grammar, syntax, spelling and/or punctuation corrections;
2. Removal of any material that encourages or advocates violence or terrorism, racial or religious hatred, or criminal activity; and
3. Modification for the purpose of improving the overall quality of the Work.

#### 8. ROYALTY PAYMENTS

The COPYRIGHT HOLDER will receive royalty payments from the PUBLISHER according to the following scheme:

There will be a per sale royalty collected from the seller of the list price, as described in Attachment 2: Calculation of Royalties, from which individual entitlements (%) will be paid out as described in and decided by Attachment 1: Scope of Work.

The COPYRIGHT HOLDER will receive royalty statements, based on monthly sales tracking. The royalty statements will be provided online. Actual payment will be made monthly on the 15th of each month for the sales amount collected in the previous month, and will be paid by Online/Wire Transfer to the address stated above, or to another address as the COPYRIGHT HOLDER may later designate in writing.

#### 9. WARRANTY AND INDEMNIFICATION

The COPYRIGHT HOLDER affirms that the Work is original and the COPYRIGHT HOLDER is the sole COPYRIGHT HOLDER and owner of the copyright. Furthermore, the COPYRIGHT HOLDER understands that he or she will be fully liable should any copyright infringement be claimed or discovered.

The COPYRIGHT HOLDER hereby agrees to indemnify the PUBLISHER, other COPYRIGHT HOLDERS of the same Title who worked in a same team, and any of its operators of any loss, damage, penalties, legal actions, or claims incurred as a result of breaching this Agreement and/or other local/international Copyright related laws and regulations.

Also, PUBLISHER hereby agrees to indemnify the COPYRIGHT HOLDER/executor/agent/representative any loss, damage, penalties, legal actions, or claims incurred as a result of breaching this Agreement and/or other local/international Copyright related laws and regulations.

The COPYRIGHT HOLDER may transfer his/her copyright according to the laws and regulations of the applicable country/region. When a transfer of copyright for the Work occurs, the COPYRIGHT HOLDER/executor/agent/representative shall notify the PUBLISHER in writing within thirty (30) days of such transfer taking full effect. The COPYRIGHT HOLDER hereby agrees to indemnify the PUBLISHER, other COPYRIGHT HOLDERS of the same Title, and any of its operators from all harms which may be caused by the COPYRIGHT HOLDER/executor/agent/representative's failure to notify the PUBLISHER of such transfer.

#### 10. GOVERNING JURISDICTION

This Agreement is being delivered in, and shall be governed, construed, enforced, and interpreted by, through, and under, the laws of the Province of Ontario, excluding conflict of law principles that would cause the application of laws of another jurisdiction.

#### 11. BINDING EFFECT

This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

#### 12. AMENDMENTS

Any amendments to this Agreement must be evidenced in writing and signed by both parties.

#### 13. TERMINATION

The COPYRIGHT HOLDER may terminate this Agreement if the PUBLISHER defaults on a term or condition of this Agreement, if the situation remains uncorrected following thirty (30) days' written notice to the PUBLISHER alerting it of the default.

The PUBLISHER may terminate this Agreement if the COPYRIGHT HOLDER defaults on a term or condition of this Agreement, if the situation remains uncorrected following thirty (30) days' written notice to the COPYRIGHT HOLDER alerting him or her of the default.

Either party may terminate this Agreement by providing the other party with at least 30 days' written notice, or the minimum required by law.

Upon the termination or expiration of this Agreement, as the case may be, the PUBLISHER shall cease publication, use, and distribution of the Work as soon as is commercially feasible. Notwithstanding the foregoing, the PUBLISHER may complete pending orders and sell off current stock of the Work, so long as the sell-off period ends, at most, six (6) months after termination or expiration.

Termination or expiration of this Agreement shall not extinguish obligations herein which, by their nature, are intended to survive this Agreement. This includes, but is not limited to, the payment of royalties.

When there are more than one (1) COPYRIGHT HOLDERS for the Work, termination or expiration of this Agreement for any COPYRIGHT HOLDER shall trigger written notifications to other COPYRIGHT HOLDERS which shall cause one or more of the following, at each parties' expense;

1. Negotiation among COPYRIGHT HOLDERS for the same Work in order to continue publishing the Work, with or without TOSEP's participation.
2. Negotiation between COPYRIGHT HOLDERS and TOSEP for the continued publishing of the Work, with updates/replacement of the part of the Work, if legally and logistically possible, for which one (1) or more COPYRIGHT

HOLDER's Agreement has been terminated/nullified for any reason.

3. Legally binding mediation by the court of jurisdiction defined in section 10.

#### 14. SEVERANCE

If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected. If any invalid, unenforceable or illegal provision of these Terms would be valid, enforceable and legal if some part of it was deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to reflect the PUBLISHER's initial intentions.

#### 15. NO WAIVER

Waiver of a right or remedy may be considered to have taken place only after the signing by the PUBLISHER and the COPYRIGHT HOLDER of a written statement to this effect. No failure or delay by either Party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

#### 16. FORCE MAJEURE

The PUBLISHER shall have no liability under these Terms if it is prevented from, or delayed in, performing its obligations or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, failure of a telecommunications network, act of God, war, riot, pandemic, malicious damage, compliance with any law or governmental order, accident, fire, flood or default of sub-contractors.

#### 17. LANGUAGE

This Agreement is prepared in the English language, and this version takes precedence over the translated versions in other languages. All the versions other than in English are prepared wholly for the purpose of convenience.

## 18. GOODWILL

1. Based on common sense widely accepted in the industry, PUBLISHER shall make every possible effort in order to protect and preserve COPYRIGHT HOLDER's legitimate rights and interest while both parties are under this agreement.
2. PUBLISHER shall treat each and all COPYRIGHT HOLDERS equally and fairly while they are under this agreement. However, when a COPYRIGHT HOLDER's original Work is being used as a material for the production of other Work, the right of COPYRIGHT HOLDER who holds the copyright of original work shall take precedence over others.
3. PUBLISHER shall not increase its percentage share of income (currently set at 10% after due expenses) and shall not profit from or through other forms of margins and expenses.
4. Within its best ability, PUBLISHER shall try to find replacement member when one or more member/s of a team abandon or became incapable to continue his/her/their work during the course of creation of the Work.
5. Other than an instance of a plagiarism, copyright infringement, or a legal restriction, PUBLISHER shall not refuse to publish, print, market and/or sell COPYRIGHT HOLDER's WORK. Publication of the Work shall take place within 12 months from the submission of complete final version of the Work for the Title as a whole. PUBLISHER shall also make sure printed/digital version of the Work is available in the marketplace at all times during the period of this Agreement.

## 19. FULL AND FINAL AGREEMENT

This Agreement comprises the entirety of the terms and conditions of the agreement between the COPYRIGHT HOLDER and the PUBLISHER. Both parties state that they have not made any representations regarding the subject matter of this Agreement except the representations specifically set forth in this Agreement; there are no further items or provisions, either written or oral. Both the COPYRIGHT HOLDER and the PUBLISHER acknowledge that they have relied upon their own inspection, investigation and judgment in entering into this Agreement.

The PUBLISHER and the COPYRIGHT HOLDER further warrant that they have the right and power to enter into the Agreement and that they do not have conflicting agreements with any other party.

Signed this \_\_\_\_\_, 20

\_\_\_\_\_

COPYRIGHT HOLDER

Legal Name: \_\_\_\_\_

\_\_\_\_\_

Eui Soo Seo, Chief Executive Officer

PUBLISHER; PUBLISHER



## Attachment 2

### Calculation of Royalties

#### 1. PRICING AND INCOME

Pricing and income entitlements shall be decided, updated and changed at the PUBLISHER's sole discretion, with the consideration of the competitive value of the Work, local and regional markets, competition, and other circumstances in the marketplace and economy. The PUBLISHER shall update the changes in sales channels and income amount to the COPYRIGHT HOLDER in the TOSEP Dashboard within 30 days of change.

#### 2. PRIORITY DEDUCTIONS

In most cases, some or all expense items shall be paid to 3<sup>rd</sup> parties by the PUBLISHER before the income from the sales of the Work can be distributed among the COPYRIGHT HOLDERS. Such expenses include but are not limited to items such as royalty payments to the original author, sales fees for the seller, and other expenses which must be paid in order for the sale of the Work to occur. Such expenses shall be considered an absolutely necessary cost of business, and may not be negotiated or refunded. The PUBLISHER reserves the right to decide on such items; however, all such items shall be either posted for or notified to the COPYRIGHT HOLDER for clarity and transparency, from the beginning to the end date of the payment via e-mail and/or the HT dashboard. The PUBLISHER shall not profit, in any way, from such expenses. Please see the below example (given for illustrative purposes only) for further explanation of the deduction amounts and priorities.

i.e.) Deductions before the payment to the COPYRIGHT HOLDER, Sold by Amazon North America, Original Author Present.

\$9.99 at Point of Sale of Work (Amazon N.A. charges 30% sales fee for book between the price of \$2.99-\$9.99; please note that sales tax and/or VAT may be calculated/collected/submitted separately from the below calculation, according to local tax laws)

Priority #1: Amazon N.A.

→  $\$9.99 - \$3.00(30\% \text{ of } \$9.99) = \$6.99$

Priority #2: Royalty to the original author

→  $\$6.99 - \$2.10(30\% \text{ of } \$6.99) = \$4.89$

Priority #3: Other Expenses

→ \$0.00

Amount to be distributed among COPYRIGHT HOLDERS

→ \$4.89

Priority #4: 30% of Royalty for Translation

→  $\$4.89 \times 30\% = \underline{\$1.47}$  **Per unit sold (1,000 units sold per month shall pay \$1,470)**

### 3. INITIAL % + AMOUNT OF ROYALTY, AND **ADDITIONAL AMOUNTS**

Although the amount may vary from month to month depending on the sales volume, there may be an additional amount newly added in the payment. The COPYRIGHT HOLDER shall be notified via email within 30 days of such change. The COPYRIGHT HOLDER may request further details regarding such changes in writing, and the PUBLISHER shall provide a response with full details regarding the change in the amount, within 30 days of such a request. **Additional amounts may include, but are not limited to, the income generated from publishing, republishing, using, reusing, and reproducing the Work, such as promotional and derivative products as well as NFT sales.**

### 4. TAXES AND FEES

Both parties of this Agreement acknowledge, understand, and agree that each party shall be responsible for paying his/her own portion of taxes and fees related to the Work, as specified in the bills, invoices and statements of such payments.

### 5. METHOD OF PAYMENT AND PAYMENT SCHEDULE

The PUBLISHER reserves the right to select the method of payment for the Work, with the consideration of payment processing periods, cost of payment etc. The PUBLISHER shall not be responsible for any error or delay in payments due to missing or wrong information provided by the COPYRIGHT HOLDER. The PUBLISHER may change the method of payment without notice to the COPYRIGHT HOLDER. Information for the payment shall be based on the table below, as provided by the COPYRIGHT HOLDER. The PUBLISHER shall make available all payment-related data deemed fit and reasonable via the TOSEP

Dashboard, for the purpose of clarity. The PUBLISHER may also request the COPYRIGHT HOLDER to fill in the below information on the TOSEP Dashboard in order to upgrade the payment system, on an as-needed basis, and the COPYRIGHT HOLDER shall comply with such requests without delay in order to avoid delays in payment.

PayPal:  (e-mail address)

Wire Transfer: **TYPE in English ONLY!**

ITEM	INFORMATION DETAILS
Recipient's Full Name (As shown on Bank Account)	
Recipient's Phone Number (Including Country+Area Code)	
Recipient's Address	
Recipient's <b>Bank Name</b> and <b>Information</b> (including IBAN or Routing numbers etc)	
Recipient's Account <b>Information</b>	

## 6. PAYMENT INFORMATION

Payment for the Work shall be made for the sales amount collected by the PUBLISHER on the 15<sup>th</sup> of the following month. (i.e., If the PUBLISHER collects the

