

Memorandum of Agreement

made this eighteenth day of May, 1992
 between Andre Norton represented by Agentur Luserke
 Brunnenstr. 774 Guesseuer Str. 70, 7000 Stuttgart 50
 D-7259 Friolzheim / GERMANY

care of GPA Gerd Plessl Agentur- und Verlagsgesellschaft mbH, Linprunstraße 38, 8000 München 2, West Germany
 (hereinafter called the PROPRIETOR) of the one part, and

Phönix Könyvkiado
 PO BOX 32
 H-4071 Debrecen
 HUNGARY

(hereinafter called the PUBLISHER), of the second part, whereby it is mutually agreed as follows regarding the work(s) entitled:

THE TIME TRADERS by Andre Norton

1. The PROPRIETOR hereby grants to the PUBLISHER the sole and exclusive right to translate and publish the said WORK(S) in volume from Trade edition in the Hungarian language, subject to the terms and conditions following, and guarantes that he has full power and authority to make this agreement and grant.
2. The PUBLISHER agrees to publish its edition of the said WORK(S) within eighteen months of the date of this agreement. If the PUBLISHER fails to do so, the agreement shall be cancelled automatically and the PROPRIETOR shall resume possession of the LICENSE and of all rights granted to the PUBLISHER hereunder, without prejudice to any monies already paid or then due.
3. The PUBLISHER agrees to publish its one edition of the said WORK(S) in 15,000 copies, each volume, and to pay to PROPRIETOR'S representative G.P.A.-München as royalties, without deductions of any kind, the sum equal to 6% (six percent) of retail price of 129 FT. per printed copy per printed/~~XXX~~ copy of the said WORK(S) and due to be paid as follows:
 Publisher shall pay upon signature of this agreement a non-returnable advance amount of US\$ 1,000.00 and the balance due to the final price and print-run per printed copy. All amounts payable hereunder are due in US\$ at the current rate of exchange when said payments are due without any deductions. All Charges incurred by the publisher shall be the sole responsibility of the publisher, this to include any bank charges and or bank transfer charges. This agreement shall be duly signed and returned in a reasonable period of time else said contract shall be considered void and rights rever to the Grantor
 All amounts payable hereunder shall be converted into ~~German Mark~~ US Dollar at the exchange rate in force on the date when payments are due. If the PUBLISHER fails to pay all advances and royalties due in time as agreed in this Agreement, the PROPRIETOR or his designated agent shall have the right to insist on the interest of 1 % (one percent) per month to prevent its losses arising out of the difference in exchange rates.
4. The PUBLISHER shall arrange for transfer of said payments as mentioned above, and this agreement becomes valid only after receipt of the aforesaid payments by G.P.A.-München, as PROPRIETOR'S representative. This agreement shall be rendered invalid if not signed by the PUBLISHER within sixty (60) days of the date of this agreement and/or if the sum due on signature under clause 3 herein has not been received by the PROPRIETOR'S agent as outlined in clause 3 within six (6) weeks thereafter. The PUBLISHER shall notify the PROPRIETOR'S representative of the exact date of publication of the said WORK(S) and also of the retail price of his edition offered for sale.
5. The PUBLISHER shall report to the PROPRIETOR'S representative G.P.A.-München on sales once/twice yearly as of December 31st and/or June 30th, and pay any amounts due in cash within 30 (thirty) days thereafter. The PUBLISHER agrees to permit the PROPRIETOR or his designated agent, to inspect its books of account at any time.
6. Four (4) sample copies of the translated edition should be sent to the following address:

AGENTUR LUSERKE / AS ADDRESSED ABOVE

and
 Two (2) sample copies of the translated edition should be sent to

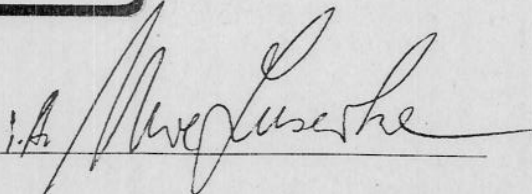
GPA Gerd Plessl Agentur- und Verlagsgesellschaft mbH, Linprunstraße 38, 8000 München 2, BRD

Initial:

7. (a) The translation of the said WORK(S) shall be made faithfully and accurately. Abbreviations or alterations shall be made in the text thereof only with the prior written consent of the PROPRIETOR.
- (b) The PUBLISHER will secure in the name of the PROPRIETOR whatever copyright protection may be available in the said territory with respect to the WORK and said translation. The entire copyright in the WORK and said translation shall be and remain in the PROPRIETOR subject only to the rights herein granted. The original title of the said WORK(S) shall appear on the back of the title page of every copy issued in the aforesaid translation and each copy published hereunder shall contain on its title page or on the page immediately following, in the English language, the copyright notice which appears in the original edition of the WORK, together with the letter "c" within a circle, and the year when first publication takes place hereunder, and the name of Author and a statement to the effect that all rights are reserved by the Author throughout the world, if not otherwise stated hereinafter.
- Copyright © 19 "Year" by "As stated in the original English language version"
"All Rights Reserved"
- (c) The name of the author shall appear in its customary form in due prominence on the title page and binding of every copy produced and on all advertisements of the said WORK(S) issued by the PUBLISHER or his agents.
- (d) In the event the copyright in the WORK shall be infringed in the language of the translation within the territory of the grant, the PUBLISHER shall take such steps as may be necessary to restrain such infringement, and in the event that the PUBLISHER shall collect damages therefor, then the PUBLISHER shall thereupon pay to the PROPRIETOR one-half of all sums so collected after deduction of legal expenses and court fees paid by the PUBLISHER in enjoining said infringement and effecting the collection of said sums. The PROPRIETOR shall have the right and option to engage counsel of his own choosing, at his own expense, to join with PUBLISHER in any action to restrain infringement, or to bring an action separately in the name of the PROPRIETOR or PUBLISHER.
8. Advertisements may not be inserted or printed in any edition of the WORK(S), whether issued by the PUBLISHER or its License, without the PROPRIETOR'S prior written consent.
9. In the event of the disposition of any performance or motion picture rights in the said WORK(S), the PROPRIETOR or author may grant the purchaser the privilege to publish or cause to be published in the Hungarian language excerpts, synopses, novelizations, serializations, scenarios and or summaries in the aggregate not exceed 10.000 words or 10% of the WORK(S) and/or of any photoplay based on the WORK(S) for the purpose of advertising and exploiting such rights only, provided all steps are taken which may be necessary to protect the copyright on the WORK(S), but such novelizations and/or serializations shall not be made to appear as if written by the author.
10. This license is granted to the above-named PUBLISHER solely and shall be transferred by him only with the prior written consent of the PROPRIETOR.
11. In the event the PUBLISHER becomes insolvent or bankrupt or otherwise unable to meet its obligations, whether by voluntary act or order or decree of any court, the rights herein granted shall automatically and forthwith terminate and revert to the PROPRIETOR without prejudice to the PROPRIETOR'S right of recovery of any sums due to him under the terms of this agreement and/or damages.
12. All rights now existing or which may come into existence hereafter and which are not specifically granted herein are reserved exclusively PROPRIETOR. This License does not include the right to reproduce illustrations, photographs, quotations or other copyrighted material incorporated in the PROPRIETOR'S edition of the said WORK(S), unless otherwise provided for herein.
13. This agreement is valid for five (5) years from the date hereof and the rights herein granted shall revert automatically to the PROPRIETOR on 17 May 1997. This agreement is limited strictly on the terms and period stated herein and any arrangements for additional printings or periods of time shall be subject to a new agreement.
14. If because of any edict, law or regulation of any governmental authority, the PUBLISHER is prevented from paying royalties in the United States, he shall hold such royalties in a separate bank account of the Author's choosing for disposition according to the PROPRIETOR'S directions, and remit duplicate deposit slips or bank receipts. If the PUBLISHER fails or delays in paying monies hereunder (other than solely by reason of edict, law or regulation of such governmental authority) then such monies shall be paid at the rate of exchange prevailing at the time such monies first became due from the PUBLISHER.
15. This agreement shall be construed in accordance with the laws of the State of New York. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in New York City in accordance with the laws of the State of New York and the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

AGENTUR LUSERKE

Signed



Signed

(PUBLISHER)

PHOENIX KÖNYVKIADÓ
SZERKESZTŐSÉGE
DEBRECEN, István út 51.
OKHB Rt.: 342-88889/00346



Phönix Könyv.