PUBLISHING CONTRACT

Between the undersigned

1. **"EUKALYPTO FAIR PUBLISHERS LIMITED"**, a limited liability company registered at the Department of the Registrar of Companies and Official Receiver of the Republic of Cyprus in Nicosia under N° HE 412446, with its registered offices on 14, Spyrou Kyprianou Avenue, Office 101, P.C. 3070, Limassol, Cyprus, having elected its domicile for the purposes of this Contract at its offices, duly represented by its Manager Mr. Youssef Germanos,

   Hereinafter referred to as the **"Publisher**",

And

2. **[…],** a […] citizen, holding passport number […] having elected their domicile for the purposes of this Contract at […].

   Hereinafter referred to as the "**Author**",

The **Publisher** and the **Author** shall be hereinafter referred to individually as "**Party**" and collectively as "**Parties**".

Each Party certifies that nothing shall limit their capacity to perform their obligations under this Contract and,
Both Parties acknowledge each other's capacity to enter into this Contract and,

PREAMBLE

The **Publisher** being a company whose business is to publish books, i.e. to sell literary works previously approved by the **Author** in order to be published by them, and

The **Publisher** being the distributor of such books, in paper and/or digital format, and

The **Author** having written a book that they wish to publish, and

The **Publisher** having read and approved the project of the work submitted to them by the **Author**, and wishing to publish a final version of it to be distributed in different formats, and

The **Publisher** and the **Author** having mutually expressed their willingness to cooperate for the publication by the **Publisher** of the manuscript written by the **Author**, with the possibility of future translations, and for the distribution by the **Publisher** of the **Work** on the international market, in accordance with the Cypriot legislation on intellectual property (in particular the Law on Intellectual Property Rights and Related Rights N° 59/1976 and the Law on Collective Management of Intellectual Property Rights and Related Rights and on the Granting of Multi-Licensing for the Online Use of Musical Works N°65(I)/2017),

Now, therefore, the Parties hereto agree as follows:

ARTICLE 1: EFFECT OF THE PREAMBLE

The Preamble above, the **Author**'s **Work**, the documents and information provided by the **Author** to support their request, as well as any appendixes attached, form an integral and indivisible part of this Contract.

ARTICLE 2: OBJECT OF THE CONTRACT

1. The **Author** assigns to the **Publisher**, pursuant to the provisions hereinafter set forth, the right to exploit their proprietary rights of their **Book** (referred to as the "**Work**" or the "**Book**") and any rights allowing the publication and distribution of the **Book** temporarily titled "[working title of the Work]", subject to the provisions of ARTICLE 4 below.
2. The **Author** entrusts the **Publisher**, exclusively, definitively and irrevocably for the duration of the present Contract, with the publication and distribution of the **Work** they have written, in paper and digital media, as well as any other existing or future forms the **Work** may be published in.
3. The **Publisher** shall have the right to request that the **Author** make any modifications, deletions, or additions to their **Work** that they deem useful, subject to the provisions of ARTICLE 7 below.
4. The Work will be published in Eukalypto's (Main / Club) Collection.

ARTICLE 3: SCOPE OF ASSIGNMENT

1. Pursuant to the provisions of ARTICLE 4 below, the **Author** shall assign to the **Publisher** the right to publish, reproduce and sell the **Work** in any existing or future form, including but not limited to printed and/or digital formats, in French and in English, and in all countries, for the duration of this Contract specified under ARTICLE 5 below.
2. The **Author** shall guarantee to the **Publisher** the full use, free of any limitations of all rights conceded against any claims and/or any exclusion of rights of any kind.
3. The **Publisher** shall be entitled to grant to third parties, in all countries and languages, and by transfer where appropriate, all authorizations to reproduce, represent, publish and exploit the **Work** for media representation and for translation into any language other than English or French within the limits of the rights conferred to them by this Contract. Thus, the **Publisher** shall remain entirely free to publish, reproduce and sell the Work and/or to surrender to a third party all or part of the profits and expenses of this Contract in any form and in any capacity whatsoever, provided the Author is duly notified within the specified contract and according to the agreement specified in Article 22.
4. The **Author** shall retain all other intellectual property rights attached to the **Work** that are not conferred to the **Publisher** by this Contract.
5. The termination of this Contract, for any reason whatsoever, shall have no effect on the validity of the assignments or authorizations previously granted by the **Publisher** to third parties, which will continue to generate all their legal effects towards the **Parties**, in accordance with Paragraph 3 of this Article.
6. In the event of an assignment to a third party for translation to another language, the Publisher and the Author both undertake right now and already not to authorize any substantial alteration of the author's original meaning or any misuse of the author's name. This clause may be subject to another signed agreement if needed.
7. The books published in the Club Collection will be considered for translation if and when the number of sold copies, digital and paper cumulated, exceeds 3,000 (Three thousand) sold copies.

ARTICLE 4: AUTHOR'S RIGHT OF OPTION ON THE PUBLISHER'S EXCLUSIVITY

1. The **Publisher** grants to the **Author**, who accepts, an option for a period of twelve (12) months as of the date of signature of this Contract, expiring on [expiration date] on the assignment to third parties of the rights of reproduction, representation,

translation or audiovisual adaptation of the **Work**, that shall then be subject to a new contract.

2. If, at the expiration date of the above-mentioned option, namely on [expiration date], the **Author** has not declared their desire to exercise the option, he/she shall be considered to have exclusively, definitively and irrevocably, assigned the rights to exploit the **Work** to the **Publisher,** as stipulated under this Contract**.**
3. If, on the contrary, the **Author** declares that they want to exercise the option within the aforementioned period, they shall notify the **Publisher** no later than the expiration date of the option, namely on [expiration date]. In such case:
    a. The **Author** shall remain free to accept any request for reproduction, representation, translation or audiovisual adaptation of the **Work** made by third parties, but shall commit to pay to the **Publisher** fifteen percent (15 %) of the copyrights generated as a result of such reproduction, representation, translation, or audiovisual adaptation. Such project shall be subject to a new contract.
    b. The **Publisher** shall commit not to oppose, under any circumstances, any project of reproduction, representation, translation or audiovisual adaptation of the **Work**, but shall remain entitled to request, if they so wish, any information on the content and form of the project. The **Author** commits to provide to the **Publisher**, within a reasonable time, any related information.
    c. However, if the content or form of the **Work** reproduced, represented or adapted undergoes a change as compared to the original **Work** such as to damage the reputation of the **Publisher**, the latter reserves the right to terminate this Contract and cease all exploitation of the original **Work**. It is agreed that the **Publisher** will retain the percentage on the copyrights collected or to be collected by them as compensation.
4. This Article also applies to any project of tie-in products (including, but not limited to: figurines, stuffed toys, posters, decks of cards, etc.).

ARTICLE 5: DURATION OF THE CONTRACT

The rights listed under ARTICLES 2 and 3 are assigned as of the date of signature of this Contract and for a period of **seven** (**7**) years renewable tacitly.

By the end of this **seven** (**7**)-year period, if the **Author** or the **Publisher** decides not to renew the Contract, a notification shall be written within three (3) months before the Contract’s expiry date. In such case, the **Author** shall recover the entirety of their rights to their **Work**.

__**ARTICLE 6: COMMITMENTS OF THE AUTHOR**__

1. The **Author** commits to deliver to the **Publisher** a copy of the final, legible and complete text of the **Book,** in manuscript or electronic form, along with the artwork when required. The **Author** shall deliver these materials within sixty days from the signature of this Contract. The original documents shall be returned to the **Author** after the publication of the **Book**.
2. The **Author** shall declare that they will keep a duplicate of their **Work**.
3. The **Author** shall declare that their **Work** is entirely original and does not contain any borrowed portions from any other book of any kind likely to hold the **Publisher** liable.
4. The **Author** shall guarantee that they actually own the rights they are assigning to the **Publisher** and that those are not and will not be assigned to a third party for the duration of this Contract.
5. The **Author** commits to share any request for reproduction, representation, publication and exploitation of the **Work** with the **Publisher** for the latter to exercise their rights and prerogatives mentioned under ARTICLE 3.
6. The Author shall defend, indemnify and hold harmless the Publisher, its officers, employees and agents from and against any and all claims, actions, proceedings, liabilities, losses, damages, costs and expenses (including reasonable legal fees) arising out of or resulting from any breach or alleged breach of the warranties given by the Author under Paragraphs 3 and 4 of this Article 6, including but not limited to any claim by a third party alleging that the Work, in whole or in part, infringes any copyright, moral right, or other intellectual property right, or that the Author did not hold, at the time of signature of this Contract, the rights they purported to assign to the Publisher hereunder.

   The Publisher shall promptly notify the Author in writing of any such claim of which it becomes aware. The Author shall have the right, at their own expense, to participate in the defense of any such claim through counsel of their choice, subject to the Publisher's prior written consent, such consent not to be unreasonably withheld. The Publisher shall not settle or compromise any such claim in a manner that imposes a financial or reputational obligation on the Author without the Author's prior written consent, such consent not to be unreasonably withheld or delayed.

   Pending the final resolution of any such claim, the Publisher shall be entitled to withhold from any sums otherwise due to the Author under this Contract an amount reasonably necessary to cover the Publisher's reasonably anticipated losses, costs and expenses arising from the claim, provided that any sum so withheld and not ultimately owed to the Publisher shall be released to the Author without delay.

This indemnification obligation shall survive the termination or expiry of this Contract for any reason.

ARTICLE 7: OBLIGATIONS OF THE PUBLISHER

1. The **Publisher** shall publish and distribute the **Work** within twelve (12) months after receiving the final manuscript from the **Author**.
2. Thus, the **Publisher** commits to produce and put up for sale, for the original version, and for the translated version when applicable:
   - Digital versions in three (3) different formats (PDF, Mobi, ePUB) put up for direct sale on the **Publisher**'s website,
   - A large size paper version, available as a print-on-demand book,
3. The **Publisher** undertakes to provide a French translation of the manuscript at their own expense, once 3.000 copies of the original **Book** is sold.
4. The **Publisher** undertakes to proofread and correct the manuscript and its translation (when applicable) before any publication or reproduction.
5. In case of an exclusive transfer of the rights of exploitation of the **Work** by the **Author** to the **Publisher**, the latter undertakes not to make any substantial changes to the **Work** without the prior authorization of the **Author**. In case of agreement, any changes suggested by the **Publisher** shall be made free of charge by the **Author** within a reasonable time limit set by the **Publisher**. If this deadline is exceeded, the **Publisher** will be entitled to execute themselves the modifications authorized and not executed by the **Author**, and this, at the expense of the **Author**, if any. In such case, the **Author** will no longer be allowed to object to the changes.
6. The **Publisher** undertakes to display the **Author**'s name on the cover and on the first page of the **Book** as well as in any representation and reproduction by third parties and in any excerpt published in the press and on social media.
7. The **Publisher** commits to make the best use of all the technical tools and advances available in order to ensure an optimal presentation of all the versions, digital and paper, of the **Work**.
8. The **Publisher** undertakes to promote the **Book** on social media platforms, and when possible through other means (brochure, etc.); the terms and duration of this promotion shall be fixed by the **Publisher**.
9. The **Publisher** undertakes to promote the **Work** to the various press organizations as well as to any organization likely to ensure a good promotion of the **Work**.
10. The **Publisher** undertakes to ensure the participation of the **Author** for their **Work** in contests, prizes and awards where they consider the **Work** has a chance to win, and

shall not object to the **Author's** participation, in turn, for the same **Work** in any other contest, prize, or award.

11. In case of sufficient sales (see end of Article) and at the request of the **Author**, a deluxe edition may be edited and distributed in bookstores; the costs of printing, distribution and promotion of the **Work**, as well as any other costs that may arise, shall be divided equally between the **Author** and the **Publisher**. This operation may only occur once the overall profitability threshold of the **Work** is equal to at least 5 (five) times the total costs necessary to produce this special edition.

ARTICLE 8: RIGHTS OF THE PUBLISHER

1. The **Publisher** expressly reserves the right to determine alone, and for all the editions of the **Work**:
- the title;
- the format, the shaping, the number of pages;
- the layout and the cover;
- the selling price;
- the collection;
- the marketing means;
- promotional texts, back covers and flaps, please-inserts, advertising campaigns;
- the means to promote the **Work**;
- the on-sale date.

2. Despite the transfer of the rights of use by the **Author** to the **Publisher**, the **Publisher** shall acknowledge that the **Author** is entitled to object to any distortion of the **Work** that would offend their personality.

3. For the purposes of preserving, archiving, promoting and advertising the **Work**, the **Publisher** is entitled to reproduce and represent it in whole or in part free of charge, themselves or through a third party, on all media and through all communication networks, including digital networks, and specifically posters, store mini-posters, paper and digital catalogues, press releases, illustrations of press articles to do with the **Work**, the **Author** or the **Publisher**. These acts of reproduction and representation shall not entail the payment of copyrights.

4. The **Publisher** shall remain the sole owner of all manufacturing elements they have established or commissioned for the physical production of the **Work**, and in particular the digital files, in any form whatsoever.

5. The **Publisher** shall authorize the **Author** to promote their **Work** on social networks and through any other means they deem necessary, in the format determined by the **Publisher** under Paragraph 1 of this Article.

ARTICLE 9: SELLING PRICE OF THE BOOK

1. The selling price of the **Book** put up for sale by the **Publisher** is set as follows:
   – digital formats: Approx: 25,000 words or less -> 3 USD / 100,000 words -> 6 USD.
   – Large size book printed on demand: The price will depend on the conditions of the subcontractor at the time of the Contract and may evolve according to the evolution of the conditions of use of said subcontractor.
   – Pocket size book printed on demand (when applicable): The price will depend on the conditions of the subcontractor at the time of the Contract and may evolve according to the evolution of the conditions of use of said subcontractor.
2. The selling price is set unilaterally by the **Publisher** and can only be changed by them. The **Publisher** must then inform the **Author** in writing of any price change, no later than the day on which the copies of the **Work** are put up for sale.

ARTICLE 10: REMUNERATION OF THE AUTHOR

1. The **Author** shall receive fifty percent (50 %) of the profits generated from the sale of any of their books published in the original language, after tax deduction.
2. The **Author** shall receive thirty-five percent (35 %) of the profits generated from the sale of any of their translated books published by Eukalypto.
3. The **Author** shall receive fifty percent (50 %) of the profits generated from third-party sales.
4. For all printed books, it is agreed that five percent (5 %) of the net profits will be donated to reforestation organizations in accordance with the **Publisher**'s ecological and environmental policy. This share shall be deducted from the profits generated from the sale before any payment is made to the **Author**.
5. The account of the rights due to the **Author** under this **Contract** shall be settled annually, on December 31st of each year, and delivered and paid to the **Author** within one month of the date of closing of the account.
   The **Publisher** shall not be held accountable for any delays in payments from subcontractors in charge of selling the books printed on demand.

6. It is agreed that the **Author** shall not receive any remuneration for the copies listed below:
   – Copies offered to the **Author** (ARTICLE 11, Paragraph 1) or sold to the **Author** at a reduced price (ARTICLE 11, Paragraph 2);
   – Copies to the press service;
   – Copies for promotion and advertising purposes;
   – Copies for the registration of copyright;
   – Copies to be sent as supporting documents.

ARTICLE 11: AUTHOR'S COPIES

1. The **Author** shall receive from the **Publisher** free of charge five (5) copies of the published **Work** (pocket size – when applicable – or large size). As for the digital formats, the **Author** is entitled to receive a copy or to have access to that publication. These copies are non-transferable and may not be put up for sale.
2. The **Author** may purchase paper copies from the **Publisher** at a reduced price. These copies shall be ordered from the subcontractors by the **Author** and delivered to the address indicated by the **Author** at the latter's expense.
3. All shipping costs for the said purchases in Article 11 Point 2 shall be borne by the **Author**.

ARTICLE 12: PARTICIPATORY REVENUES

It is agreed that the **Author** will collect, additionally, a percentage on the sales of any book published by the **Publisher** that they did not participate in writing, provided this book is in the same collection the **Work** is published in.
Thus, five percent (5 %) of the profits made by the **Publisher** from each book sold shall be deducted and distributed equally among all the authors of the collection said **Book** is published in.
Such payments shall be made no later than 31 March of each year in respect of the preceding calendar year.

ARTICLE 13: BOOK SIGNING

Book signing sessions shall be organized upon the **Author**'s request and at their own expense.
In order to avoid the accumulation of stock, those wishing to have a signed copy will be asked to order it in advance and to bring it along with them to the book signing session as no book distribution will be organized then.
It is agreed that the **Author** will be responsible for choosing and booking, if necessary, the venue of the signing session, as well as for preparing and organizing the signing session, at their own expense.
The purchase and preparation on site of a possible stock of surplus copies shall also be at the **Author**'s expense.
The **Publisher** will take in charge the creation and design of all needed promotional material.

ARTICLE 14: AUTHOR'S PARTICIPATION IN THE PROMOTION OF THE WORK

1. The Author acknowledges that the Publisher operates as an independent structure with limited promotional and marketing resources, and that the Author's personal involvement — through social media, personal networks, public appearances, interviews, literary events, newsletters, blogs, podcasts, press contacts, or any other relevant channel — is an essential factor in the commercial success of the Work, potentially having a more direct and immediate impact on sales than the Publisher's own promotional efforts.
2. The Author therefore undertakes to actively and reasonably participate in the promotion of the Work throughout the duration of this Contract, to maintain or create at least one active public communication channel for readers and interested parties, and to collaborate with the Publisher's promotional initiatives by sharing announcements, links, visuals or press materials prepared or approved by the Publisher, while keeping the Publisher informed of any relevant promotional opportunities.
3. The Publisher shall remain free to determine, at their sole discretion, the scope, means, budget and nature of their own promotional efforts, and does not guarantee any minimum marketing investment, media coverage, social media performance, sales result, or public visibility beyond the means reasonably available to them at the relevant time. The absence, insufficiency or limitation of the Publisher's promotional

actions shall not constitute a breach of this Contract, provided the Publisher has not acted in bad faith.

4. The Author acknowledges that their lack of cooperation or persistent failure to contribute reasonably to the visibility of the Work may negatively affect its commercial success, and such outcome shall not be attributable to the Publisher.

ARTICLE 15: PROFESSIONAL COOPERATION

1. The Parties shall maintain professional, courteous and reasonable communications throughout the execution of the present Contract. Unless otherwise agreed by the Publisher, communications relating to the Work or the present Contract shall preferably be conducted in writing, by email or another written communication channel accepted by the Publisher. Voice messages, telephone calls or video calls may be used by prior agreement or in cases of genuine urgency.
2. The Parties acknowledge that clear, organized and proportionate communications contribute to the efficient execution of the publication process. The Author shall, as far as reasonably possible, respect the Publisher's preferred communication channels, reasonable response times and communicated deadlines, and avoid unnecessary reminders or duplicate requests before such deadlines have expired.
3. The Publisher shall remain free to organize their work schedule, editorial priorities and publication process. Any timetable communicated by the Publisher is given in good faith and may reasonably be adjusted to reflect workload, operational constraints, holidays, health circumstances, technical issues or other legitimate organizational requirements.
4. Should communication practices significantly hinder the proper execution of the present Contract, the Publisher may request reasonable adjustments to future communications. If such difficulties persist despite written notice, they may be taken into account in assessing compliance with the Parties' contractual obligations.

ARTICLE 16: LIMITED DIGITAL PASS PROGRAM AND REVENUE DISTRIBUTION

In order to support the Publisher's operating and administrative expenses, the Publisher may occasionally offer a limited number of "Digital Passes".

A Digital Pass is a support-based membership granting the member access to the Publisher's digital catalogue and to other benefits determined by the Publisher from time to time.

The Parties expressly agree that Digital Passes shall not be included in the calculation of royalties payable under Article 10 of the present Contract.
Instead, the net revenues generated by the sale of Digital Passes, after deduction of any applicable taxes and transaction fees, shall be allocated as follows:

- Fifty percent (50%) to the Publisher; and
- Fifty percent (50%) to be divided equally among all Authors whose Works are included in the Publisher's catalogue at the time of the sale of each Digital Pass.

The amount of Digital Passes may not exceed 100 (one hundred) per calendar year.

ARTICLE 17: UPDATING OF THE EDITIONS

In the case of essays or scientific works, if an update following the evolution of current events is necessary for a proper understanding of the **Work** and for its relevance, the **Author** undertakes to make, at the **Publisher**'s request and without any increase of rights, the necessary modifications to the **Work** so that it retains its relevance and propriety.
Such modifications shall be made while respecting, as much as possible, the organization of the layout as well as the technical specifications relative to the publication of the **Work** in digital form.
Such provisions do not apply to works of fiction.

ARTICLE 18: UNFORESEEN CIRCUMSTANCES

1. In the occurrence of an economic event beyond the control of the **Parties**, unforeseeable or outside the normal estimates of the **Parties**, leading to a modification of the contractual relations and causing the performance of their obligations to be detrimental to one of the **Parties**, the **Party** victim of such an event shall inform without delay the other **Party** and request a renegotiation of the Contract.
2. All financial obligations provided for under this Contract may be reviewed and adjusted fairly by mutual agreement between the **Parties**.
3. The execution of the Contract shall be suspended for the entire duration of the renegotiation.
4. In case of failure of the **Parties** to come to an agreement within forty-five (45) days from the request for renegotiation, the **Party** that has invoked this Unforeseen Circumstances Article shall have the right to terminate the Contract, without compensation, subject to giving a fifteen (15)-day notice to the other **Party**.

5. All notifications under this Article shall be made in writing and in accordance with the provisions of ARTICLE 22 below.

ARTICLE 19: FORCE MAJEURE

1. Force majeure means any unforeseeable event at the time of formation of this Contract, that is beyond the control of the **Parties**, and which the **Parties** could neither avoid nor overcome at the time of its occurrence, rendering the performance of the obligations provided for in the Contract totally or partially impossible.
2. In case of such an event, the victim **Party** shall promptly inform the other **Party** and take all the necessary measures to limit the duration and consequences of the event.
3. Neither **Party** shall be held liable for the damaging consequences of a force majeure case, as defined.
4. In the event that the duration of the impossibility of performance exceeds ninety (90) days, the **Parties** undertake to meet within a maximum period of ten (10) days in order to negotiate in good faith an adaptation of the Contract.
5. In case of failure of such negotiation, the Contract will be terminated as of right.
6. All notifications provided for by this Article shall be made in writing and in accordance with the provisions of ARTICLE 22 below.

ARTICLE 20: TERMINATION FOR BREACH

1. Without prejudice to any other right or remedy available to it, either Party (the "**Non-Defaulting Party**") may terminate this Contract with immediate effect by written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party commits a material breach of any of its obligations under this Contract and, where such breach is capable of remedy, fails to remedy that breach within thirty (30) days of receiving written notice from the Non-Defaulting Party specifying the breach and requiring it to be remedied.
2. For the purposes of this Article, a breach shall be considered material if it substantially deprives the Non-Defaulting Party of the benefit it was reasonably entitled to expect under this Contract, including but not limited to: for the Publisher, a repeated and unjustified failure to pay the sums due to the Author under Article 10 or Article 12 within the timeframes set out therein; for the Author, a repeated and unjustified failure to comply with the exclusivity undertakings set out in Article 2 and Article 6.4.

3. Where the breach is not capable of remedy, the Non-Defaulting Party may terminate this Contract with immediate effect by written notice, without any obligation to grant the thirty (30)-day period referred to in Paragraph 1 above.
4. Termination under this Article shall be without prejudice to any rights or remedies which may have accrued to either Party prior to the date of termination, and shall not affect the validity of any assignment or authorization previously granted by the Publisher to third parties in accordance with Article 3.3.
5. All notices under this Article shall be made in writing and in accordance with the provisions of Article 22.

ARTICLE 21: DATA PROTECTION

1. The Publisher shall process any personal data of the Author collected under this Contract (including passport number, contact and banking details) solely for the purposes of performing this Contract, in accordance with Regulation (EU) 2016/679 (GDPR) and applicable Cypriot legislation.
2. The Publisher shall implement appropriate technical and organizational measures to protect such data and shall not disclose it to third parties except where necessary for the performance of this Contract (including to subcontractors under Article 9.1 and third parties under Article 3.3, subject to equivalent confidentiality obligations) or where required by law.
3. The Author may request access to, rectification of, or erasure of their personal data at any time, subject to the Publisher's legitimate retention needs for accounting, tax or legal compliance purposes. This Article survives termination of this Contract.

ARTICLE 22: NOTIFICATIONS

For the purposes of any communication, correspondence or notice to be made under this Contract, the **Parties** state the following addresses:

Publisher:
Eukalypto Fair Publishers
14, Spyrou Kyprianou Avenue, Office 101, P.C. 3070, Limassol, Cyprus
+ 35 795760539
admin@eukalypto.com

Author
……………………..
[*Mailing address, telephone, email and contact person*]

Any changes to the addresses above shall be notified to the other **Party** within a ten (10)-day written notice.

ARTICLE 23: APPLICABLE LAW AND JURISDICTION

1. The validity, interpretation and execution of this Contract are governed by the Lebanese law.
2. Any dispute arising out of or in connection with the validity and/or the interpretation and/or the execution of this Contract shall be settled by the competent courts of Beirut - Lebanon.

The Publisher	**The Author**
EUKALYPTO FAIR PUBLISHERS LIMITED	
Represented by Youssef Germanos,	
Manager	