

Agreement on the Exclusive Authorization of Literary Works

Party A:

Company Name: MANGATOON HK LIMITED

Address: UNIT 3A-8,12/F KAISER CTR NO 18 CENTRE ST SAI YING PUN HK

Party B:

Name: Saptaningsih Sumarmi

ID number: 3402166210730002

Address: Kasihan RT. 07, Tamantirto, Kasihan Bantul

Contact number: 085229739693

E-mail: saptaningsihsumarmi@gmail.com

Name of works: Jatuh Cinta Pada Bad Boy (hereinafter referred to as "Contracted Works")

Author's byline: Mamah AllRey.. (pen name/pseudonym)

Author's User ID: 16941657

Work's ID: 7104783

(For works which have not been completed or have not yet been started, the outline and/or catalogue of the draft of Party B and/or brief information contained therein shall be an integral part of this Agreement on the Exclusive Authorization of Literary Works (the "Agreement"), and any change in title, signature or style thereof shall be deemed to be a work referred to in this Agreement. "The completion of the Contracted Works" in this Agreement means the completion of the Contracted Works, including all works of the original, previous and subsequent circulation of the work and the subsequent development of all the characters, and the date of completion shall be based on the publication of the work on the website of Party A or the receipt of the complete manuscript by the editor of Party A.)

Party A and Party B have reached the Agreement on authorizing Party B to use the Contracted Works by Party A and other relevant cooperation:

Article 1 Contents of the contract

- 1.1 During the term of this Agreement, Party B is the author as well as the copyright owner of the Contracted Works. Party B agrees to grant to Party A the exclusive and permanent right of reproduction, distribution, rental, exhibition, performance, screening,

broadcasting, network dissemination of information, production, adaptation, translation and compilation ("Authorized Rights") of Contracted Works worldwide, including, but not limited to, the following:

- (1) the right of one-time and network serial distribution of the Contracted Works worldwide;
- (2) the right of publication in the form of books, excerpts, abbreviations and picture books;
- (3) the right of adaptation derived from Contracted Works such as audio, film and television, cartoon, animation and the rights of game adaptation;
- (4) the right of publication of newspapers and magazines;
- (5) the right of the development of derivatives;
- (6) the right of translation and distribution of foreign language versions.

Party B shall allow Party A to use, delegate, transfer the Authorized Rights and promote commercial activities, publicize, sell and sign the relevant agreements (if necessary).

1.2 Party B confirms that the above Authorized Rights are exclusive to Party A, and none of any third person or Party B shall use the Authorized Rights in any forms without the approval of Party A. Without Party A's written waiver of this Authorized Rights, Party B shall not grant the Authorized Rights to any third party. If Party B, in violation of the contract, authorizes the Contracted Works to a third party, Party B shall bear the corresponding liability for breach of contract.

Article 2 Remuneration and Payment

2.1 During the term of this Agreement, Party B shall receive remuneration under Annex II: Contracted Works Benefits.

2.2 Settlement cycle and mode of payment

2.2.1 Party A and Party B shall settle the online proceeds resulting from the Contracted Works on a monthly basis.

2.2.2 Party B shall have the right to withdraw the proceeds recognized by the settlement of Party A on its background and statistics. Party B can only apply to Party A to withdraw the income after the total income exceeds **1.4 million Indonesian rupiahs** (the minimum withdrawal limit shall be determined according to the amount announced on Party A's website). For the application received by Party A before the 15th in each month, Party A will remit the payment to the designated bank account of Party B by the end of the same month; for those application received by Party A after the 15th in each month, Party A will remit the payment to the

end of the next month. The remittance fee and taxes shall be borne by Party B.

2.3 Party B's Account Information:

Account Bank: Bank Negara Indonesia

Bank Account Name: Saptaningsih Sumarmi

Bank Account Number: 0719409348

Bank Branch Name: Yogyakarta

Swift Code: BNINIDJAYG

Article 3 Rights and Obligations of Party A

3.1 Party A may, in accordance with the relevant policies and laws and regulations, formulate the various management systems of the business platforms of Party A and regulate the publication and updating of Party B and its Contracted Works on the business platforms of Party A. At the same time, Party A shall cooperate and amend the Contracted Works that do not meet the requirements of the business platforms of Party A after the editors of Party A have suggested the modifications. Party A shall have the right to delete the works that violate laws, regulations, policies or the rights and interests of others without the prior consent of Party B.

3.2 Party A shall have the exclusive right to use the Contracted Works within the scope of the Authorized Rights to its various business platforms and all the products and services it provides (including the products and services it currently operates and the products and services it may operate in the future), and Party A shall have the right to re-authorize the Contracted Works, that is, Party A shall have the right to assign the rights and obligations under this Agreement to a third party in whole or in part upon written notice or public notice to Party B, and shall not have to pay to Party B any other relevant fees.

3.3 During term of this Agreement, Party A shall have the right to publish and distribute the Contracted Works exclusively. After the termination of the Agreement, Party A can still retain the contents of the Contracted Works on its website and cooperative website.

3.4 During the term of this Agreement, Party A may translate, reproduce, adapt and sell all the Contracted Works worldwide, including, but not limited to, the contents carried by traditional print media such as books, newspapers, periodicals, magazines, online media and electronic and audio-visual products.

3.5 During the period of validity of this Agreement, Party A shall have the

right to use or publish part or all of the contents of the Contracted Works on Party A's website for the purpose of publicizing and selling the Contracted Works of Party B during the period of validity of this Agreement. Party A shall also have the right to use part or all of the contents of the Contracted Works on all kinds of media (including but not limited to news media, internet media, advertising media, etc.), and shall have the right to use the portraits of Party B and photographs and pictures containing portraits of Party B without prejudice to Party B's reputation (including the modification and process of photographs and pictures) without paying any remuneration and fees to Party B.

3.6 Party A shall have the right to make appropriate amendments to the Contracted Works, including but not limited to:

3.6.1 Make cover directly from pictures provided by Party B, or make cover with modifications to such pictures, or make a new cover;

3.6.2 Party A make its own illustrations;

3.6.3 Modification of the name, content, title and recommendation of the work;

3.6.4 The right to decide on the modification, pricing, safeguard legal rights and other rights of the work.

3.7 Except for reasons of force majeure or with the prior notice of Party B and with the consent of Party A, the loss caused by the failure of Party B to provide the manuscript in full and on time shall be the responsibility of Party B. If Party B fails to submit the manuscript in full due time for more than three (3) months or indicates that it is unable to continue to complete the Contracted Works, Party B shall automatically authorize Party A to modify the Contracted Works without compensation and shall continue to use the pen name of Party B for the completion of the Contracted Works, and shall automatically assign all copyright in the Contracted Works to Party A. Party A may use the Contracted Works for any commercial purposes and obtain all remuneration without further payment to Party B.

Article 4 Party B's Rights and Obligations

4.1 Party B undertakes that all the information provided by Party B in this Agreement shall be true and valid. The Contracted Works shall be independently created by Party B, shall not copy the work of Party A or any third party, shall not infringe upon the copyright of Party A or any third party, shall not be subject to any dispute concerning copyright or related copyright, shall not violate the provisions of copyright law, publishing law and other relevant laws and regulations, and shall not contain any of the following:

(1) endangering the unity, sovereignty and territorial integrity of any

State;

- (2) endangering the security, honour and interests of any State;
- (3) inciting any ethnic division, infringing on the customs and customs of national minorities and undermining national unity;
- (4) To divulge the state secrets of any country;
- (5) to promote obscenity, pornography, gambling, violence, terrorist activities or to instigate crime or to induce minors to commit illegal crimes;
- (6) to insult or slander others and to infringe upon their lawful rights and interests;
- (7) other content prohibited by relevant laws and regulations.

Party A and Party B agree and confirm that if Party A believes that Party B may have the above mentioned works, Party A shall have the right to decide to stop publishing and delete the relevant works of Party B from the website, Party B shall not hold Party A responsible for any of these.

4.2 If Party B infringes upon the lawful rights and interests of a third party (including, but not limited to, copyright, right of honour, right of portrait, right of privacy, etc.) and causes any dispute, complaint, claim, action, arbitration, etc., Party B shall bear all legal liabilities, and Party A shall be exempt therefrom. Party B shall compensate Party A for any loss of any direct or indirect damages caused to Party A as a result of such infringement. Party A may terminate this Agreement unilaterally. Party A shall have the right to request Party B to return the full sum of money to Party A for any time before or after the dispute, administrative penalty, action or arbitration is concluded. If Party A, from the third party claims that the Contracted Works is suspected of infringement and provides the corresponding evidence, and requests Party A to stop publishing and deleting the infringing work, Party A has the right to stop publishing and deleting the work without Party B's consent.

4.3 During the term of this Agreement, when there is any infringement from a third party upon the Contracted Works, if one party takes legal action to safeguard the rights and interests of the other party or both parties, the other party shall have the obligation to assist.

4.4 If any Contracted Work has been published on any other network platform before the execution of this Agreement, Party B shall immediately stop the publication of the Contracted Works on any other network platform as of the date of execution of this Agreement. If Party A so requests, the Contracted Works shall be deleted or removed from other network platform. Party B shall not, without the written consent of Party A, publish some or all of the content of the Contracted Works in other

websites, forums, newspapers, magazines, radio, television and other traditional media other than the platform under Party A hereof.

4.5 The editors of Party A shall have the rights to demand Party B to amend the defects of the Contracted Works, or according to the market reaction, to finish the Contracted Works under the requirements of Party A. If Party B fails to reach the requirements of Party A **after revising three times**, Party A shall have the right to terminate this Agreement by itself or by arranging others to amend the Contracted Works and continue to use the name of Party B for the subsequent creation of the Contracted Works, and Party A shall have the right to claim compensation for the direct and indirect losses caused to Party A as a result.

4.6 Party B shall ensure that the title, name, pen name, identity information, contact information, receipt information, etc. of the work written in this Agreement are true and valid, if any loss is caused by the incorrect information provided by Party B, Party B shall bear it all by itself.

4.7 Party B shall promise not to conduct actions misrepresenting, defaming or violating Party A, the image of Party A's website nor its contracted authors and works. Party B shall not post any promotions of the components of Part A, nor any contents which misrepresent, defame or violate Party A, the image of Party A's website or any contents will leave any bad impressions of Party A and its website on others through any platforms or channels (including but not limited to websites, Instagram, Facebook, Author Groups, Parties of readers and authors, etc.).

4.8 Party B is the exclusive author of Party A during the period of validity of this Agreement. During the period of validity of this Agreement, Party A shall have the right to sign in preference to any third party in accordance with the agreement under this Agreement for all works other than the Contracted Works (except works under which Party A has contracted with third parties prior to the execution of this Agreement). Party A and Party B agree and confirm that the literary works created by Party B within one year after the completion of the last Contracted Works under this Agreement and the literary works created by Party B during the period of validity of this Agreement other than those created by Party B are the new works mentioned in this Article. When Party B transfers or authorizes the new work rights (including but not limited to the authorization rights mentioned in Article 1.1 of this Agreement), Party B shall notify Party A in writing in reasonable time and Party A shall give priority to any third party in obtaining the Authorized Rights to the new work. Party B shall pay Party A the income from the new work as compensation, and Party A shall have

the right to deduct it from the remuneration due to Party B if Party B fails to exercise the right of priority due to Party A without Party A's permission to authorize or transfer the relevant copyright in the new work.

Article 5 Confidentiality

5.1 No party shall, without the permission of the other party, disclose to any third party (other than any disclosure required by the law, regulation, government department, stock exchange or other regulatory authority, and the legal consultant, financial consultant, business consultant and other advisers and employees of both parties shall be excluded) any content of this Agreement, the conclusion and execution of this Agreement, and any information obtained from the other party and the company associated with the other party by signing and carrying out this Agreement.

5.2 When any party is requested to disclose the information (through oral questions, inquiries, requests for information or documents, information, civil or criminal investigations or other proceedings) by the court or other legal or administrative authorities, the disclosure party shall immediately give written notice to the other party and make the necessary declaration.

5.3 This Clause of Confidentiality shall have the force of law after the expiration and termination of this Agreement.

5.4 If any party violates the above-mentioned obligation of confidentiality to cause loss to the other party, the party suffering the loss may seek compensation from the other party for all losses suffered as a result.

Article 6 Liability for breach of the Agreement

6.1 Default: Any failure by any party to comply with any of its obligations under this Agreement, or any failure to comply with any of its commitments under this Agreement, or any statement or assurance made by any party in this Agreement that is untrue or material omission, shall be deemed a breach of contract.

6.2 Compensation: In case of any economic loss to be caused by any breach by either party, the breaching party shall indemnify the observing party for all such losses (including, but not limited to, the penalty for breach of contract and Party A's compensation to its partner, the damage caused by the penalty imposed on Party A and its online platform, the compensation or settlement between Party A and the obligee, the expected benefits of Party A, the legal fees, etc.).

6.3 It shall be deemed as a material breach of contract by the Party A if

there occurs any of the following circumstances and/or any circumstance agreed otherwise hereof. Party B shall have the right to terminate this Agreement by giving written notice to Party A, and shall not repay the fee charged, and shall revoke the corresponding authorization and permit, and Party A shall immediately stop using the Contracted Works and bear all the losses caused to Party B as a result.

(1) Using the Contracted Works in violation of the relevant provisions of this Agreement;

(2) Unreasonably suspending, terminating or unilaterally canceling this Agreement;

(3) Delaying payment of the Contracted Works beyond 15 days after being notified by Party B;

(4) Where there is other acts of breach of contract any major omission on the representation and warranties by Party A, and no remedial measures have been taken within the time limit required by Party B.

6.4 It shall be deemed as a material breach of contract by the Party B if there occurs any of the following circumstances and/or any circumstance agreed otherwise hereof . Party A shall have the right to terminate this Agreement unilaterally. Party B shall bear all the losses caused to Party A as a result of this:

(1) During the term of the Agreement, Party B authorizes or transfers the Contracted Works to any third party other than Party A without the prior written consent of Party A;

(2) The works of Party B are suspected of infringing the lawful rights and interests of others (including, but not limited to, the copyright of a third party, any rights related to intellectual property rights, rights of honor, rights of name, rights of portrait, etc., as prescribed by law) and not corrected within the time limit agreed upon by both parties after written notice by Party A;

(3) The works of Party B are suspected of committing serious violations of the relevant laws and regulations, and party A fails to make rectification within the time limit agreed upon by both parties after written notice by Party A;

(4) Party B stops, terminates or unilaterally terminates this Agreement without any reason.

Article 7 Force Majeure

7.1 Force Majeure Incidents: All incidents which cannot be controlled, foreseen, even foreseen by the Parties hereto and which prevent either Party from fulfilling all or most of its obligations under this Agreement, including, but not limited to, governmental acts, natural disasters, hacking

attacks, virus infections, third-party service failures, collapse of network platform servers, policy adjustments to telecommunications operations, wars and accidents.

7.2 In the event of an event of force majeure that prevents the parties to this Agreement from fulfilling any of their obligations under this Agreement, such obligations under this Agreement shall be suspended during the period of force majeure, the time of performance shall automatically be extended by the period of suspension, and the parties shall not be liable for any breach of contract.

7.3 In the event of an event of force majeure, one party shall give timely written notice to the other party and provide the other party with a certificate or confirmation issued by the relevant government or administrative authority in the event of force majeure and its occurrence. The party suffering a force majeure incident shall also make reasonable efforts to end the force majeure.

7.4 In the event of an event of force majeure, the parties shall immediately negotiate a fair solution with each other and make reasonable efforts to mitigate the consequences of force majeure.

Article 8 Other

8.1 Party B confirms that it has fully taken into account the remuneration due to its performance of the provisions of this Agreement and all of its obligations under this Agreement. All terms and definitions of this Agreement have been clearly known and are beyond doubt by Party B.

8.2 This Agreement shall come into effective on the date of execution and can be amended by the Parties in concern after negotiation. Under any conditions, Party B agrees that Party A can still permanently retain the contents of the Contracted Works on Party A's website and other sites authorized by Party A.


8.3 According to the operation requirements of Party A or its website to the contracted works, Party A has the right to transfer the rights and obligations in this agreement to Party A's successor, related company or the third Party. The rights and obligations granted to Party A will be enjoyed and bore by the designated successor, related company and the third party by Party A.

Party A: (Seal)

Party B: Saptaningsih Sumarmi

Authorized representative:
(signature & seal)

Name:
(signature)



2023 June 30

2023 June 30

Annex II Contracted Works Benefits

Contracted Works Benefits

Party A:

Company Name: MANGATOON HK LIMITED

**Address: UNIT 3A-8,12/F KAISER CTR NO 18 CENTRE ST SAI YING
PUN HK**

Party B:

Name: Saptaningsih Sumarmi

ID number: 3402166210730002

Address: Kasihan RT. 07, Tamantirto, Kasihan Bantul

Contact number: 085229739693

E-mail: saptaningsihsumarmi@gmail.com

Party B grants Party A the exclusive right to reproduce, publish, lease, exhibit, perform, screen, broadcast, disseminate on the information network, produce, adapt, translate and compile ("Licensed Rights") the relevant work Jatuh Cinta Pada Bad Boy (title of the work) (the

“Contracted Work”) that Party B is entitled to provide.

Party B guarantees that it has legal rights and sources regarding the Contracted Work and this license and will not infringe any third party’s rights, otherwise Party B shall be liable for such infringement.

During the term of this Agreement, Party B will receive the following revenues and platform benefits.

1. Advertising revenue: Party A will pay Party B the corresponding advertising revenue based on the Contracted Work according to the market unit price of **Rp800/1000views** (i.e. **Rp800** for every 1000 views the work receives) for the actual advertising revenue Party A received. If there is a significant change in the market advertising price, the Party A and/or its platform will probably adjust the unit price of advertising revenue, with a prior notice to Party B.

2. Network income share: Party A will allocate **50%** of the actual net sales income (including subscription revenue and users' tips) received by Party A from the website and partner platforms of the Contracted Work to Party B. The above actual net sales income refers to the income of the Contracted Work after deducting the Party A’s actual costs of the fee such as publicity, promotion, production, distribution, platform fees, channel fees, relevant taxes and etc, which shall be based on the payment details provided by Party A.

3. Signing fee: Party A will pay Party B the corresponding signing fee according to the performance of the Contracted Work on Party A's platform. When (i) the number of the words of the Contracted Work reaches 20,000 and no less than 20 chapters, and Party B has submitted the application of “Selected Work”; (ii) the number of the words of the Contracted Work reaches 40,000 and no less than 40 chapters; or (iii) the number of the words of the Contracted Work reaches 80,000 and no less than 80 chapters, then the Party A and/or its platform will evaluate the Contracted Work whether to be the “Selected Work” of the platform. If the Contracted Work has been evaluated as the “Selected Work”, the Party B may receive the signing bonus benefits provided by Party A (The signing bonus benefits provided by Party A are cumulative: if the Selected Work reaches 20 chapters and 20,000 words, Party B will receive a total of **Rp200.000** in signing bonus benefits; if the Selected Work reaches 40 chapters and 40,000 words, Party B will receive a total of **Rp 800.000** in signing bonus benefits; if the Selected Work reaches 80 chapters and 80,000 words, Party B will receive a total of **Rp 1.600.000** in signing bonus benefits) Party A can adjust the signing bonus mechanism accordingly if Party A deems necessary.

4. Update subsidy: During the serialization period of the Contracted Work, Party B will receive the update subsidy benefit from the platform. The unit price of the update subsidy is **Rp20.000/1000 words** (i.e.

Rp20.000 for **every 1000 words** updated the work receives). The prerequisite for receiving the update subsidy as follow: (i) the Contracted Work shall be rated by the platform as the "Selected Work" on or before such Contracted Work reaches 80,000 words and 80 chapters, and (ii) Party B must upload no fewer than 20,000 words in each natural month (and the number of break days shall not exceed 3 days). In addition, the update subsidy benefit cap shall be 70,000 words per month, and if the total word count of the Contracted Work reaches 150,000 words or more, such update subsidy benefit from the platform will be automatically terminated by Party A and no longer be available.

Except for the payment of the above fees, Party A shall not be liable to the Party B any other fees under this Agreement.

The final right to interpret this Agreement belongs to Party A.