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## Author Agreement

This agreement (hereinafter referred to as the “**Agreement**”) is entered into on (“**Effective Date**”) by and between **EMP ENTERTAINMENT PTE. LTD.** (Company Registration No.: 201938160M), a company duly incorporated in Singapore with its registered office address at 15 Yishun Central 1, #12-19 North Park Residences, Singapore 768797, (hereinafter referred to as “**EMP Entertainment**”) and Government-issued ID/Passport No: ), of (hereinafter referred to as the “**Author**”) (each a “**Party**” and collectively, the “**Parties**”).

**THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

### 1. Definition

1.1 In this Agreement, unless the context requires otherwise:

- (a) “**Author’s Fees**” has the meaning given at clause 2.1.
- (b) “**Confidential Information**” means any information which is proprietary and confidential to a Party, including information concerning that Party’s business, finances, transactions, employees, customers or trade secrets and information that is either marked confidential or is by its nature intended to be exclusively for the knowledge of the recipient alone, but shall not include information that is or becomes public knowledge other than as a director or indirect result of the information being disclosed in breach of this Agreement, or that either Party has obtained from a source that is not under any obligation of confidence, or that Parties agree is not confidential.
- (c) “**Determination Date**” means the last day of any Month.
- (d) “**Digital Channels**” means any digital or other new media channels or platforms now known or hereinafter devised through which information, documents, sound or images may be transmitted (including via internet, wired, wireless and mobile transmission), including but not limited to websites and mobile applications.
- (e) “**Exercise Period**” has the meaning given at clause 4.7.
- (f) “**Force Majeure Event**” means any event beyond the reasonable control of EMP Entertainment, including natural disasters, riots, war, rebellion, sabotage, fire, mass strike, or policy changes by government institutions, or any breach or non-performance of this Agreement by the Author.
- (g) “**Instalment**” means any periodic release, chapter or instalment of a piece of artistic and/or literary work and “**Instalments**” shall be construed accordingly.
- (h) “**Intellectual Property Rights**” includes but is not limited to trade marks, patents, rights to inventions, copyright and related rights, moral rights, domain names, rights

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in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in the confidential information of any person (including trade secrets and know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

- (i) “**Works**” means the artistic and/or literary works set out at the Annex or agreed between the Parties in writing and the Intellectual Property Rights subsisting in such works, and where such works are ongoing or incomplete Instalments, shall include any future Instalments and the Intellectual Property Rights subsisting in the same.
  - (j) “**Month**” means a calendar month.
  - (k) “**Net Revenue**” means the total proceeds received by EMP Entertainment arising out of the publication of the Works on Digital Channels, less the total expenses incurred by EMP Entertainment arising out of such publication.
  - (l) “**Selected Digital Channel**” means a Digital Channel that EMP Entertainment has distributed the Works to in accordance with clause 3.3.
  - (m) “**Term**” has the meaning given at clause 9.1.
  - (n) “**Third Party Licensee**” has the meaning given at clause 4.2.
- 1.2 The Annex forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Annex.
- 1.3 A reference to writing or written includes references to email and other forms of electronic correspondence, but shall not include facsimile transmission.
- 1.4 A reference to a Party shall include that Party’s successors, permitted assigns and permitted transferees.
- 1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Author’s Fees**

- 2.1 EMP Entertainment shall pay the Author the amount equivalent to 50 per cent of the Net Revenue (the “**Author’s Fees**”). Subject to clause 2.2, EMP Entertainment shall, within twenty (20) days of the Determination Date of each Month, pay to the Author the Author’s Fees for the preceding Month.
- 2.2 The minimum payment of any Author’s Fees shall be US\$200 (“**Minimum Payout**”). In the event that the Author’s Fees for any Month are less than the Minimum Payout, no payment shall be made and the Author’s Fees shall continue to accumulate until the Minimum Payout is met.

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- 2.3 All payments to be made by EMP Entertainment in accordance with this clause shall be made in US dollars by PayPal, TransferWise or bank transfer to such bank account as may be nominated by the Author in writing from time to time, subject to any deductions or withholding as may be required by any law or regulation.
- 2.4 The Author shall be responsible for informing EMP Entertainment of and ensuring the accuracy of their payment details. EMP Entertainment shall not be liable for any delay or non-payment arising out of inaccurate or incorrect payment details.
- 2.5 All taxes or charges due in connection with the Author's Fees, including any goods and services tax (if any), shall be borne by Author.

### **3. EMP Entertainment's Obligations**

- 3.1 EMP Entertainment acknowledges that the Author is the owner of the Works, and shall not make any representations or claims otherwise.
- 3.2 EMP Entertainment shall promote and market the Works to Digital Channels for publication on Digital Channels.
- 3.3 EMP Entertainment shall distribute the Works for publication on Digital Channels, on terms to be agreed between EMP Entertainment and the relevant parties at its sole and absolute discretion.
- 3.4 EMP Entertainment, shall as soon as practicable, inform the Author of all Selected Digital Channels.
- 3.5 Save as provided in this Agreement, EMP Entertainment shall not translate, adapt, modify, or create derivative works from the Work.
- 3.6 In the event of a breach of this Agreement by the Author (and where such breach is remediable), in addition to any rights or remedies that EMP Entertainment may have under this Agreement or at law, EMP Entertainment may suspend its obligations under this clause without any liability and withhold payment of the Author's Fees until such time as the breach has been remedied to the satisfaction of EMP Entertainment.
- 3.7 EMP Entertainment shall not be liable for any delay in performing or for failure to perform its obligations under this Agreement if the delay or failure results from a Force Majeure Event. If such Force Majeure Event continues for a period exceeding six (6) months, the Author may terminate this agreement immediately by written notice to EMP Entertainment.

### **4. Author's Obligations**

- 4.1 The Author hereby grants EMP Entertainment an irrevocable, non-exclusive, non-transferable, sub-licensable licence to use the Works in any part of the world during the Term for the purposes of fulfilling its obligations under this Agreement.

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- 4.2 The Author shall obtain the prior consent in writing of EMP Entertainment before granting any third party a licence to use the Works (“**Third Party Licensee**”). Where the Work consists of Instalments, during the Term the Author shall (and shall procure that all permitted Third Party Licensees shall) only publish or make publicly available Instalments that are at least two (2) Instalments behind all Selected Digital Channels at all times. Notwithstanding the foregoing, upon completion of the publication of all Instalments of the Work on all Selected Digital Channels, as confirmed by EMP Entertainment to the Author, the Author or Third Party Licensee may also publish or make publicly available the last two (2) Instalments of the Works.
- 4.3 During the Term, the Author shall uphold the reputation of EMP Entertainment and shall not engage in any activities which in the opinion of EMP Entertainment, reasonably held, may be harmful to the reputation of EMP Entertainment or its interests.
- 4.4 During the Term, the Author will deliver the Works to EMP Entertainment for publication in the format specified by EMP Entertainment.
- 4.5 Where the Works consist of ongoing or incomplete Instalments, the Author will complete all Instalments in a timely manner and with all due skill, care and diligence, and must complete all Instalments of the Works.
- 4.6 The Author agrees to provide necessary assistance or support for EMP Entertainment’s marketing and promotion for the Work, including providing EMP Entertainment with information about the Works or assisting to promote such works as may be requested by EMP Entertainment.
- 4.7 Save for a sale of the Works to EMP Entertainment or any person nominated by EMP Entertainment, the Author may not sell any of the Works to any third party during the Term. Following the termination of this Agreement for any reason, in the event that the Author wishes to sell any or all of the Intellectual Property Rights subsisting in any of the Works to any third party, the Author must first give notice to EMP Entertainment of such intention stating the price and name of the third party it wishes to sell to. EMP Entertainment shall have the right, exercisable by notice in writing within thirty (30) days of the receipt of such notice (“**Exercise Period**”), to purchase such Intellectual Property Rights on the same terms stated in the notice. The Author may only sell such Intellectual Property Rights in the Works to a third party following receipt of notice in writing from EMP Entertainment that it will not be exercising its right under this clause 4.7, or the expiry of the Exercise Period, whichever shall come earlier.
- 4.8 Save as provided in this Agreement, during the Term the Author will not publish or permit the publication of the Works by any third party.

## **5. Representations and Warranties**

- 5.1 The Author hereby represents and warrants that:

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- (a) it has full power and authority to enter into and perform its obligations under this Agreement, and such other agreements and arrangements referred to in this Agreement;
  - (b) it has all necessary licenses, permits, consents or authorisations and fulfils all legal and administrative requirements that are necessary for the performance of this Agreement;
  - (c) the signing of this Agreement and the performance of its obligations under this Agreement will not result in a breach or termination of any other agreement or arrangement to which it is a party;
  - (d) it is not aware of any person having threatened or commenced, or intending to threaten or commence, any proceedings to prohibit or otherwise challenge this transaction.
  - (e) it is the owner of the Works;
  - (f) the Works, and the licence of the Works to EMP Entertainment under this Agreement do not infringe on any third-party Intellectual Property Rights; and
  - (a) the Works do not violate any applicable laws or regulations.

5.2 In giving the above warranties, representations and warranties, the Author agrees and acknowledges that EMP Entertainment will rely on the accuracy and completeness of such representations and warranties.

## **6. Indemnity**

6.1 The Author shall hold harmless and indemnify EMP Entertainment against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by EMP Entertainment arising out of the Author's breach of warranties or the terms of this Agreement.

## **7. Limitation of Liability**

7.1 Nothing in this Agreement limits or excludes EMP Entertainment's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by applicable law.

7.2 Subject to clause 7.1, EMP Entertainment shall not be liable to the Author, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, or any other indirect or consequential loss

7.3 Subject to clause 7.1, the EMP Entertainment's total liability to the Author, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising

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under or in connection with this agreement shall be limited to the total amount of the Author's Fees paid under this Agreement.

## **8. Confidential Information**

8.1 Each Party shall at all times keep confidential any Confidential Information of the other Party, and shall not use or disclose any such Confidential Information to any third party except with the prior consent of the other Party or as required by law.

## **9. Term and Termination**

9.1 This Agreement shall commence from the Effective Date and shall continue in full force and effect unless terminated in accordance with this Agreement (“**Term**”).

9.2 EMP Entertainment may terminate this Agreement:

- (a) by giving the Author no less than [thirty (30)] days' notice in writing; or
- (b) with immediate effect by giving notice in writing to the Author if the Author commits a material breach of any other term of this Agreement, or (if such breach is remediable) the Author fails to remedy that breach within a period of fourteen (14) days of being notified in writing to do so.

9.3 Upon termination or expiration of this Agreement:

- (a) all of EMP Entertainment's obligations under this agreement shall immediately cease;
- (b) EMP Entertainment shall procure that any sub-licence to use the Works granted by EMP Entertainment shall be revoked as soon as practicable;
- (c) EMP Entertainment shall have a licence to use the Works to the extent necessary to fulfil its obligations in respect of any Selected Digital Channels prior to the revocation of the sub-licence in accordance with clause 9.3(b); and
- (d) subject to the Author's compliance with the terms of this Agreement, EMP Entertainment shall pay all amounts due to the Author under this Agreement as soon as practicable.

9.4 Termination or expiration of this Agreement shall not affect the continuation in force of clause 4.7, 6, 7, 8, 9.3 or any other provision or term of this Agreement that is expressed or by its nature intended to survive the termination of the Agreement.

9.5 Termination or expiration of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Agreement which existed at or before such date.

## **10. General**

- 10.1 The Author may not sub-licence, assign, novate or sub-contract any of its rights or obligations under this agreement without EMP Entertainment's prior written consent. EMP Entertainment may at any time sub-license, assign, novate, sub-contract or deal in any other manner with any or all of its rights and obligations under this Agreement.
- 10.2 This Agreement, and any documents referred to in it or executed contemporaneously with it, constitutes the whole agreement between the Parties and supersede all previous arrangements, understandings and agreements between them, whether oral or written, relating to their subject matter.
- 10.3 In the event that this Agreement is translated into any language other than English, the English version shall prevail.
- 10.4 Each Party shall promptly do all acts, and execute and deliver all documents, as the other Party may from time to time reasonably require for the purpose of giving full effect to the provisions of this agreement.
- 10.5 A waiver of any right under this agreement shall be in writing. Such waiver shall apply only to the person to whom the waiver is addressed and the circumstances for which it is given. Any failure to enforce any provision of this agreement shall not constitute a waiver of such or any other provision. Unless specifically provided otherwise, rights and remedies arising under this agreement are cumulative and do not exclude rights and remedies provided by law.
- 10.6 A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act (Cap 53B).
- 10.7 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 10.8 This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.
- 10.9 This Agreement shall be governed by and construed in accordance with the laws of Singapore, and the Parties agree to submit to the exclusive jurisdiction of the courts of Singapore.



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**ANNEX – THE WORKS**

**Name of Works:**

**Author (Signature):** \_\_\_\_\_ **(Name:** \_\_\_\_\_ **)**