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HEROLD GIE

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Ms Hilda Bernstein
Baker Road
KENILWORTH
7700

Your Ref
Our Ref T. Boxall/ddt 239393
Direct Tel (021) 464 4726
Date 13 February 2003

"BY HAND"

Dear Ms Bernstein

A Life of One's Own

We have received a copy of the completed publishing contract from Jacana and are enclosing it for your records.

Also enclosed is our tax invoice. I regret that we do not have a facility for payment by credit card.

I am so sorry that I was not able to get to the book launch. I was needed urgently for a trial in Stellenbosch on the Friday and we had to hold a lengthy pre-trial consultation with the Advocate late on Thursday. I am sure the launch went well.

Thank you for your instructions.

Kind regards

TERRY J. BOXALL

encl.

Commercial, Property, Employment, Banking, Insolvency & Commercial Recoveries, Trusts & Estates, Insurance, Personal Injury, Matrimonial, Immigration, Sport & Sponsorship Law

DIRECTORS: Lawrence Whittaker BA LLB Cert.Sports Law (UCT) (Chairman), John MacRobert BA LLB LLM Adv Dip Labour Law (Vice Chairman), David Lotz, Peter Davis BProc, Richard Moffat BA LLB, Henry Stubbings BA LLB, Derek Mandy BA LLB, André Broodryk BA LLB P.G. Dip Tax Law, Francois Tredoux BA LLB, Alastair Wylie BA LLB, Linda Jordaan BA LLB P.G. Dip Tax Law, Pierre le Roux BA LLB HonsB(B and A), Martin Vermeulen B Rek (Acc) LLB, Richard Brown BA LLB
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Herold Gie & Broadhead Inc. Reg. 1985/000891/21

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MEMORANDUM OF AGREEMENT

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Made this 21st day of January 2003 between Jacana Education (Pty) Ltd of 5 St Peter Road, Houghton, Johannesburg, Gauteng (hereinafter called the Publisher) of the one part and

HILDA BERNSTEIN

(hereinafter called the Author) of the other part whereby it is mutually agreed between the parties hereto for themselves, their respective executors, administrators and assigns (or successors as the case may be) as follows:

1. The Publisher agrees subject to their approval of the finished text and illustrations in whole or in part before final printing and unless prevented by circumstances beyond their control to publish at their own expense a book of approximately 90 000 words (hereinafter called the Work) which the Author has prepared or is preparing and which is at present entitled

A Life of One's Own

COPYRIGHT

- 2.1 The Publisher shall copyright the Work in the name of the Author. The copyright in the Work shall remain the property of the Author who in consideration of the payment hereinafter mentioned shall grant to the Publisher during the legal term of copyright the sole and exclusive right and licence to produce, publish, market and distribute the Work in all countries on the African continent and themselves further to licence the Work or any abridgement or substantial part of the Work in all such countries. The Author further grants to the publisher for a period of one year only, commencing from the date of this agreement the sole and exclusive right and licence to produce, publish, market and distribute the Work in the United States, which right and licence the Publisher may not further cede or assign to any other party without the written consent of the Author, such written consent shall not be unreasonably withheld or delayed.
- 2.2 The Author specifically retains the right to enter into an agreement with a publisher in the United Kingdom and Europe for a period of six (6) months from the date of this contract. If at the end of that period, the author has not entered into an agreement with any such publisher the

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Publisher shall be granted the right to produce, publish, market and/or distribute the work in the United Kingdom and Europe. The Publisher shall be obliged to inform the Author in writing of their intention to publish and or distribute the book in the United Kingdom and Europe and the Author shall be obliged to inform the Publisher if she has entered into a contract with another publisher.

- 2.3 In the event that the Author enters into an agreement with another publisher for the publication of the Work in the United Kingdom and Europe, and that publisher wishes to use the edited text and or cover and design as produced by the Publisher, an agreement and appropriate fee will be negotiated with the Publisher.

DELIVERY OF TYPESCRIPT

3. The Author has delivered the complete corrected text.

PRODUCTION

4. The Publisher has printed and published the Work and shall have the sole control of all details of production, advertising, price, sale and terms of sale of the Work and the right at their discretion to raise or reduce the published price of the Work.

CORRECTIONS IN PROOF

5. The Author agrees that apart from printer's errors all charges for carrying out the Author's corrections, additions and deletions in the proof sheets either of the original or of any revised edition as hereinafter provided exceeding fifteen per cent charge for composition shall be borne by the Author.

ROYALTY TERMS

6. During the legal term of copyright the Publisher shall pay to the Author the following royalties:
- a. *On all copies sold in Southern Africa comprising the territories of Zimbabwe, Malawi, Botswana, Lesotho, Swaziland, Namibia and the Republic of South Africa* Ten (10) per cent of receipts from sales, which receipts shall not include payments for postage and packing or value added tax, and shall be after deduction of discounts, commissions and distribution fees.

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- b. *On all copies of the Publisher's edition sold elsewhere than in (a) above Ten (10) per cent of receipts from sales, which receipts shall not include payments for postage and packing.*
- c. *On all copies sold by another publisher who has reprinted the Work under licence from the Publisher Sixty (60) per cent of the Publisher's royalties from such sales.*

REMAINDERING

7. If at any time after two years of publication the Work shall in the Publisher's opinion cease to have a sufficiently remunerative sale they shall be at liberty either to dispose of any copies remaining on hand as a remainder or to waste them and in the event of the price realised being less than one third of the recommended published price the Publisher shall be free from any liability to pay royalties to the Author on copies disposed of in this manner. The Author shall have the option of purchasing such copies at a rate to be agreed upon which shall not be higher than the price the Publisher shall receive if they remainder the Work.

ACCOUNTING

8. (a) The Publisher agrees to make up statements of sales annually to the end of February and to render them together with a cheque for the amount due to the Author not later than June following provided that if the amount be less than R 50 (fifty Rand) no payment shall be made and the amount shall be carried forward to the following year.
- (b) The Author or his/her authorised representatives shall be entitled at all reasonable times to examine the books of account of the Publisher in so far as they relate to the sales and receipts in respect of the Work.
- (c) Royalties are payable in Rands in the Republic of South Africa. Should the Author request otherwise, the charges for effecting foreign exchange will be to the Author's account.

PRESENTATION COPIES

9. The Publisher shall present copies of the Work to the Libraries entitled to the privilege and shall be entitled at their discretion to present copies for every edition of the Work to editors of periodicals, teachers and other

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persons through whom in their judgement publicity for the Work will be gained and shall retain copies needed as samples by their showroom travelers and agents throughout the world. All such copies and any copies which may be at any time destroyed or damaged by fire, water or from any other cause shall not be taken into account as copies sold.

AUTHOR'S COPIES

10. The Author shall receive on publication twelve (12) copies of the Work free of charge and shall be entitled to purchase at the South African trade price any further copies of the Work required for his/her personal use and not for resale.

TRANSLATION AND SUBSIDIARY RIGHTS

11. (a) During the continuance of this Agreement the Publisher shall exercise their best endeavours to negotiate the sale or lease of subsidiary rights in the Work; from the sale or lease of first serial rights, merchandising, dramatic, broadcasting or television and electronic media rights, the receipts shall be divided 75 per cent to the Author, 25 per cent to the Publisher; from film rights, 85 per cent to the Author, 15 per cent to the Publisher; from translation, second serial, quotation, condensation and any other rights not already provided for in this Agreement, the receipts shall be divided in the proportion of two-thirds to the Author, one-third to the Publisher.
11. (b) In the event of any unauthorized use being made of the Work in any country not a party to the Copyright Union and/or the Universal Copyright convention the Author and the Publisher shall share any payment received in the proportion of 85 per cent to the Author and 15 per cent to the Publisher.

ADAPTATIONS

12. During the continuance of this Agreement the Author shall not without the consent in writing of the Publisher prepare or edit for any other publisher in the countries and for the periods designated in Paragraph 2 of this agreement, any work that is an expansion, abridgement or revision of the Work or any part of it or publish or cause to be published any work on the same subject or about the same price the sale of which may reasonably be regarded as conflicting or likely to conflict with the sale of the Work.

Handwritten signature and initials, possibly "UPB" and a circular stamp.

Handwritten initials "M".

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FAILURE OF AUTHOR TO COMPLETE

13. Should the Author be prevented by death or any other cause from completing the Work the Publisher shall have the option either of purchasing from the Author or his/her executors or administrators as the case may be such writings as the Author may have done in respect of the Work and the copyright therein at a price to be mutually agreed upon and of entrusting the completion of the Work to another party or of commissioning the writing of a new book on the same subject by another party in which case this Agreement shall cease without any liability on the part of the Publisher to make any payment to the Author or his/her executors. Administrators or assigns.

PREPARATION OF NEW EDITIONS


14. The Author if called upon so to do by the Publisher shall revise the Work from time to time to bring it up to date but if the Author shall be dead or disqualified by mental or bodily infirmity or any other cause or shall not within six weeks of being requested to do so by the Publisher undertake to prepare and deliver to the Publisher in a fit state for the printer such new edition within six months (or within such time as may be agreed between himself/herself and the Publisher) the Publisher shall thenceforth be at full liberty to employ for that purpose such editor or editors and at such remuneration as they may think proper and to deduct such remuneration from any money's payable to the Author under this Agreement.

AUTHORSHIP

15. The Publisher shall publish the Work in the name of the Author and in the case of any new edition or editions revised by another party or other parties they may at their discretion publish the revised edition or editions in the joint names of the Author and of the party or parties making the revision.
16. The Author hereby asserts to the Publisher and to their licensees his/her moral right of paternity in the Work.

CANCELLATION OF AGREEMENT

- 17.(a) If the Work is out of print the Author shall call upon the Publisher to reprint the Work and if the Publisher shall not within four weeks after they shall have received a written request by registered post to that effect agree thereto the Author may require the Publisher to resign all rights in

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the Work and the Publisher thereupon at the Author's request and expense shall assign the same to him/her absolutely without prejudice to any claims the Author may have under this agreement and to rights in the Work already granted to third parties under this Agreement.

17.(b) In the event that either of the parties or anyone acting on their behalf commits a breach of any of the provisions of this agreement and fails to remedy such breach within two months (60 days) of receiving written notice from the other party to do so, the offended party shall have the right to cancel this agreement forthwith and without notice, without prejudice to any contracts properly entered into by the Publisher with any third party prior to the date of such cancellation, without prejudice to any claims which the Author or Publisher have for damages or otherwise and without prejudice to any monies already paid or then due to the Author from the Publisher.

17. (c) If any difference shall arise between the Publisher and the Author touching the meaning of the Agreement or the rights and liabilities of the parties thereto, the matter shall be referred in accordance with and subject to the provisions of the Arbitration Act, 1965, or any statutory modifications or reenactment thereof for the time being in force, to a single arbitrator who shall be nominated by agreements between the parties or in default of such agreement by the President of the Law Society, provided always that no action on this agreement shall be brought by one party hereto against the other until the arbitrator has made his award and then only in accordance with the terms thereof.

SINGLE COPY REPRINTS

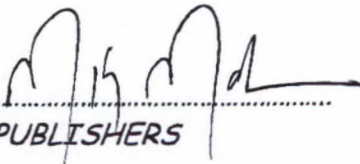
18 After the Work shall have gone out of print and provided that the copyright therein has not been resigned to the Author under this agreement the Publisher may licence the reproduction of copies of microfilm, xerography or any other single-copy process and on copies sold by the licensee the Publisher shall pay to the Author fifty percent of the net sums received.

UNLAWFUL MATTER

19 The Author shall indemnify the Publisher from and against all proceedings and expenses whatsoever in consequence of the publication in the Work of any pirated, libelous, seditious, obscene or other unlawful matter.


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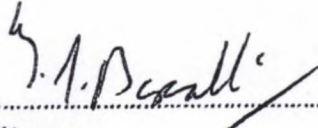
AS WITNESS the hands of the parties the day and the year first above written


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THE PUBLISHERS


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Witness

5 St Peter Road
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THE AUTHOR


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Witness

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