**ILLUSTRATION SERVICES AGREEMENT**

This Illustration Services Agreement (the "Agreement") is entered into between W Edition AS(“Edition”), and CG Inc (the “Illustrator”) (hereafter jointly referred to as “the Parties”).

**1 SCOPE OF AGREEMENT**

The Agreement concerns the illustration of 6 (six) illustrations from “Alice's Adventures in Wonderland” by Lewis Carroll (the “Services”) based on the separate proposal given to the Illustrator. The Services are based on W Edition´s proposal on ELance. The illustrations shall be based on thorough research on the subject and will maintain good standards.

**2 PAYMENT FOR THE SERVICES**

The Illustrator shall receive US$328.80 for the Services, which shall be paid on the Delivery Date as defined below.

**3 RELATIONSHIP OF THE PARTIES**

It is understood by the Parties that the Illustrator is an independent contractor with respect to W Edition, and not an employee of W Edition. W Edition will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Illustrator.

**4 TRANSFER OF RIGHTS**

The copyright to the result of the Services (the "Work Product") shall be the exclusive property of W Edition. Upon request, the Illustrator shall sign all documents necessary to confirm the exclusive ownership of W Edition to the Work Product. If the Services are for any reason unfinished (“Unfinished Work”), the Agreement may be terminated. Any and all digital copies and back-up copies of Unfinished Work shall immediately be delivered to W Edition in any format that W Edition deems appropriate. The copyright to Unfinished Work shall be the exclusive property of W Edition.

For the sake of clarity, the exclusive rights of W Edition implies that the Illustrator grants and assigns exclusively to W Edition any and all rights of any kind, now or hereafter protected by the Copyright Laws of any country, in and to the Work Product, including all subsidiary and derivative rights. This includes among other rights, the royalty-free, perpetual and transferrable right to publish and republish the Work Product in any way and in any format, in any territory, and includes, but is not limited to, the publishing of e-books, audiobooks and all other publications in electronic format.

For the avoidance of doubt, this clause shall continue after the termination of this Agreement.

**5 INDEMNITY AND LIABILITY**

W Edition is not responsible for any copied material written or illustrated by CG Inc.

Accountability for any plagiarized material is the sole responsibility of CG Inc.2

**6 DELIVERY OF THE WORK PRODUCT**

**6.1 Delivery date**

The Work Product shall be delivered to W Edition by February 15, 2013 (“Delivery Date”).

**6.2 Format**

The Work Product shall be delivered as a digital file in the computer format that is required by

W Edition.

**6.3 Delay**

The Illustrator shall inform W Edition about any potential delay as soon as possible.

**6.4 Security/back-up**

The Illustrator undertakes to secure the script by back-up copies and other necessary precautions,

and shall keep a digital copy of the script.

**7 W EDITION`S OBLIGATIONS**

**7.1 Editorial work**

W Edition undertakes to perform editorial work on the Work Product in accordance with good

publishing practice.

**7.2 Moral rights**

The Illustrator’s name shall appear on the digital cover of the book, and in publicity and advertising

material released by W Edition if possible.

**8 CONFIDENTIALITY**

The Illustrator will not at any time or in any manner, either directly or indirectly, disclose or

communicate in any manner any information that is proprietary to W Edition. The Illustrator

will protect and treat such information as strictly confidential. Upon termination of this Agreement,

the Illustrator will return to W Edition any records, notes, documentation and other items

that were used, created, or controlled by the Illustrator during the term of this Agreement.

This obligation shall continue after the termination of this Agreement.

**9 TERM AND TERMINATION**

This Agreement shall terminate automatically on the Delivery Date. In addition, the Agreement

may be terminated by both Parties following 30 days written notice.

**10 ASSIGNMENT**

The Illustrator may not assign or transfer any of his rights and/or obligations under this Agreement

to any third party.

W Edition has the right to assign its rights and obligations under this Agreement. 3

**11 GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with Norwegian law. The Parties

choose Oslo District Court as exclusive legal venue for any disputes arising out of or in connection

with this Agreement.

This Agreement is entered into on January 31, 2013 and has been prepared in two originals, of

which each party has received one.

W Edition Illustrator