PUBLISHING AGREEMENT

Name(s):

(1) Saad Mold Said, of 61031007546 of 55, Jalan TP3/1 Taman Tasik Prima Puchong 47100 Selangor.

(2) Abdul Razak bin Ibrahim, of 650918045101 of No 60, Jalan Seri Putra 8/1, Bendar Seri Putra Bangi, 43000 Kajang, Selangor.

(3) Raida binti Abu Bakar, of 760122016492 of 03-07, Sri Pahlawan B, Pangkapi Pulut Sajana, Jalan Benduwha, Johor Bahru, 80100, Johor.

(4) Rubi Binte Ahmad, of 620815915834 of No 72 Jalan USJ 2/1F Subang Jaya Selangor 47500.

(5) Zakiah Binte Suleh, of 670639045186 of No 62, Jalan PingPong Satu, 13/19A, Taman Tadisma, 40100 Shah Alam, Selangor.

(6) Che Ruhana Binti A@Mohamed Is, of 641222035146 of 5 Jalan Tiara Komensah 2, Tiara Komensah, Saujana Melawati, 53100 Kuala Lumpur.

(7) Noor Akmal Binti Mohd Salleh, of 600315075584 of 31 Jalan Sepah Puteri 5/17, Seri Utama, Kota Damansara, 47810 Petaling Jaya, Selangor.

(8) Susila Devi a/p K.Suppiah, of 571214105916 of No 17 Jalan 17/21E Petaling Jaya 46400 Selangor.

(9) Norbani Binti Che Ha, of 6707270355736 of 55 Jalan TP3/1 Taman Tasik Prima, Puchong 47100 Selangor.


(11) Gurcharan Singh Pratna Singh, of 650805105307 of 24, SS5C/1, Kelana Jaya, 47301 Petaling Jaya, Selangor, Malaysia.

(12) Amir Mahmod, of 64022622 of Faculty of Business and Law, The University of Newcastle, University Drive, Callaghan, NSW 2308, Australia.

(collectively the "Author") shall prepare and deliver to Cengage Learning Asia Pte Ltd, Malaysia Branch, a branch registered in Malaysia and having its principal place of business at No. 4 Jalan PJS 11/18 Bandar Sunway, 46150 Petaling Jaya Selangor, Malaysia (the "Publisher"), a manuscript for a work entitled:
Malaysian SMEs in the New Economy

(the “Work”) or such title as may be mutually agreeable to the Publisher and the Author, and
the Publisher shall publish the Work, in accordance with and subject to the provisions of this
Agreement dated May 12, 2011 (the “Commencement Date”) and shall continue for an
indefinite period unless terminated earlier in accordance with the provision herein.

1. MANUSCRIPT PREPARATION AND DELIVERY

a. The Author shall prepare and deliver to the Publisher on or before May 12, 2011 (the
“Delivery Date”), a CD-ROM, electronic files, two complete, clean copies of a
manuscript for the Work in double-spaced typewritten form on A4 metric size sheets or
as may otherwise be specified by the Publisher. The manuscript for the Work shall be
acceptable to the Publisher in both form and content for publication. It shall be
approximately 250 printed pages in length and shall include illustrations including parts,
as well as such other material as the Publisher may reasonably specify for the Work,
including copy for the title page, table of contents, preface, index, tables and
bibliographies. The Author shall retain at all times before publication of the Work one
complete copy of the manuscript for the Work.

b. The Author shall also provide supplementary materials, if necessary, for the Work,
which includes Instructor’s Manual with the solutions, PowerPoint slides, and Data
Files for students, within two (2) months after the Delivery Date.

c. The Author shall obtain, without expenses to the Publisher, written permission to
include in the Work any copyrighted material which is not in the public domain as well
as any other material for which permission is necessary in connection with the Author’s
warranty in Clause 4 of this Agreement. These permissions must be consistent with the
rights granted to the Publisher in this Agreement in order that they may cover all the
uses to which the material may eventually be put. The Author shall deliver to the
Publisher a copy of all these permissions with the complete manuscript.

d. The Author shall notify the Publisher in writing of the existence and location of all
material taken from documents prepared and published by any governmental authorities,
when it constitutes a significant portion of the work.

e. Within a reasonable time after receipt of the complete manuscript, the Publisher shall
either accept it or, if it is not acceptable in form or content as provided by this Agreement,
return it to the Author for correction or revision within the reasonable time specified by
the Publisher.
f. In the event the Author fails to deliver the complete manuscript within Thirty (30) days after the delivery date specified in the Agreement, or the Author fails or refuses to perform any correction or revision of the manuscript within the time specified by the Publisher, the Publisher shall have the right, in its discretion:

(i) to give the Author a written notice of its intention to terminate this Agreement, in which event the Author shall promptly reimburse the Publisher for all sums advanced to the Author against royalties under this Agreement, and upon such reimbursement this Agreement shall terminate; or

(ii) to make such other arrangements as the Publisher deems advisable to complete, correct, or revise the manuscript, in which event the reasonable cost of such arrangements may be charged, in the Publisher’s discretion, against either any sums accruing to the Author under this Agreement or the Author’s royalty percentage (Clause 7) or both.

g. The Publisher shall have the right to make such editorial revisions and changes in the manuscript as it deems necessary but the Author shall be given an opportunity to review these changes. The Publisher’s decision shall however be final.

h. The Author shall read, correct, and return promptly to the Publisher all printed proofs of the Work. If the Author makes or causes to be made any alterations in the type, illustrations, or film which are not corrections of typographical, drafting, or Publisher’s errors and which exceed 10 percent of the cost of original composition independent of the cost of such Author’s alterations, the cost of the excess alterations shall be charged against any sums accruing to the Author under this Agreement.

2. MULTIPLE AUTHORS

If there are multiple authors under this Agreement, the obligations of all the authors shall be joint and several unless otherwise expressly provided in the Agreement, but the Publisher reserves the right to exercise any or all of its remedies against only the author who does not perform as provided in this Agreement.

3. RIGHTS CONVEYED

The Author hereby grants and assigns exclusively to the Publisher each and every right in the Work throughout the world, which shall include but not be limited to all copyrights, translation rights into all foreign languages (and renewals, extensions, and continuations of copyright) in the Work and in all derivative works, together with all exclusive rights granted to an author under the copyright laws of Malaysia, foreign countries, and international copyright conventions and the right to grant these rights or any part of them to third parties. The Author appoints the Publisher as its attorney-in-fact to execute any documents the Publisher deems necessary to record any of these grants in Malaysia or elsewhere.
As a copyright owner of the Work, the Publisher may itself or permit others to publish, make mechanical, electronic, or software renditions and recordings, publish book club and microfilm editions, make translations and other versions, show by motion pictures, television, cable or syndicate, quote and otherwise utilize the Work and material based on the Work, and may authorize the use of the Author’s name in connection therewith.

Without limiting the generality of the foregoing, The Publisher shall have the sole and exclusive right to utilize all electronic rights (as hereinafter defined) in the Work. “Electronic rights” means the right to use or adapt the Work, or any portion thereof, as a basis for photographic, video, audio, digital or any other form or method of copying, recording, or transmission now known or hereafter devised including, without limitation, copying or recording by phonographic, photographic, magnetic, laser, electronic, or any other means and whether on phonographic records, film, microfilm, microfiche, slides, filmstrips, transparencies, CD-ROM, magnetic tape, cassettes, videodiscs, floppy disks, or any other human-or machine-readable medium and the broadcast or transmission thereof.

The Author agrees not to publish or appoint other Publisher to publish another book in a competing market under the same title or containing the Work as a whole as long as this Agreement is in force.

4. AUTHOR’S WARRANTY

a. The Author represents and warrants to the Publisher that the Author has full power and authority to enter into this Agreement and to grant the rights granted in the Agreement; that the Work is original except for material in the public domain and such excerpts from other works as may be included with the written permission of the copyright owners; that the Work does not contain any libelous or obscene material or injurious formulas, recipes, or instructions; that the Work does not infringe any trade name, trademark, or copyright; and that the Work does not invade or violate any right of privacy, personal or proprietary right, or other common law or statutory right.

b. The Author shall indemnify the Publisher and its licensees and assignees under this Agreement and hold them harmless from any and all losses, damages, liabilities, costs, charges, and expenses, including reasonable attorney’s fees, arising out of any breach of the matters covered by these representations and warranties. In addition to other remedies available to the Publisher, the Publisher may charge the amount of any such losses, damages, liabilities, costs, charges, and expenses against any sums accruing to the Author under this Agreement. The provisions of Clause 4 shall survive any termination of this Agreement.

5. COMPETING WORKS
While this Agreement is in effect, the Author shall not, without the prior written consent of the Publisher, write, edit, print, or publish, or cause to be written, edited, printed, or published, any other edition of the Work, whether revised, supplemented, corrected, enlarged, abridged, or otherwise, or any other work of a nature which might interfere with or injure the sales or licensing of the Work by the Publisher as permitted under this Agreement, or allow the use of the Author’s name in connection with any such work. If the Publisher reasonably believes that the Author has breached the provisions of Clause 5, the Publisher may retain, in addition to other remedies available to the Publisher, all sums accruing to the Author under this Agreement until the matters has been resolved. The Publisher may set-off any damages awarded to the Publisher against such sums as a result of the breach of this Clause.

6. PUBLICATION OF THE WORK

After giving written notice to the Author that the Publisher has accepted the said Work as being in form and content satisfactory for publication, the Publisher shall publish the Work at its own expense at such time and in such style and manner and with such trademarks, service marks, and imprints of the Publisher as it so requires, and sell the Work at such prices, as it shall deem suitable. The Publisher shall publish the Work with a copyright notice and register the Work in the name of the Publisher in compliance with Malaysia copyright laws.

7. ROYALTIES

a. As full payment to the Author, the Publisher shall pay to the Author the following royalties and the Author’s Royalty Payment Remittance Form must be completed by the Author and return to the Publisher upon execution of this Agreement, a form of which is attached hereto as Exhibit A and incorporated herein:

<table>
<thead>
<tr>
<th>International Sales</th>
<th>10 percent of the Publisher’s net receipts.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales of Rights</td>
<td>50 percent of the Publisher’s net receipt from the sale, assignment, or licensing to others, including the Publisher’s affiliates, of any rights to the Work or any part of it except where the Publisher provides services to a licensee in connection with the licensee’s exercise of database or electronic rights, the percentage payable to the Author may be reasonably adjusted by the Publisher to reflect the cost of those services but shall in no event be less than 25 percent.</td>
</tr>
</tbody>
</table>

Pursuant to Clause 7(h) of the Agreement, any request of any translation, reprint and adaptation of the Work by any of the Publisher’s nominees, the royalty’s payment shall be pay directly by the respective nominees or the Publisher to the Author as follow:-
Eight percent (8%) of NET Receipts on Translation and Adaptation

Ten percent (10%) of NET Receipts on Reprint

b. The Publisher shall deduct such withholding tax as may be necessary from the royalties and pay the withholding tax to the relevant authority. All withholding tax shall be borne by the Author.

c. No royalty or other payment shall be due for (i) any copies of the Work, or a derivative work, which are sold by the Publisher at the Publisher’s manufacturing cost or less; (ii) supplementary materials distributed with but not sold separately from the Work; (iii) any copies of the Work or a derivative work or selections from it furnished by the Publisher to others without payment for the purposes of promotion or publicity or for any other purpose deemed appropriate by the Publisher in its sole discretion; (iv) any not-for-profit publication of the Work or a derivative work in Braille or in special editions for the physically or visually handicapped; (v) any copies of the Work, or a derivative work, which are sold by the Publisher to Author in accordance with Clause 8.

d. For royalties that are based on the Publisher’s net receipt from all copies sold, the total of these sales shall be reduced by the amount of credits and returns, or a reasonable reserve for returns. The term “Publisher’s net receipts” shall mean the Publisher’s selling price, less discounts, credits, and returns, or a reasonable reserve for returns.

e. Within ninety (90) days after June 30 and December 31 each year, the Publisher shall render a statement of the number of copies of the Work sold and the amount payable to the Author under this Agreement semiannually through June 30 and December 31 unless the amount is less than United States One Hundred (USD100), in which case, no payment shall be made and the amount shall be carried forward to the next payment cycle.

f. If there are multiple authors under this Agreement, the royalties to be paid shall be divided equally among them. If the division of royalties is not specified at the time this Agreement is made, the division may be specified later in an Addendum signed by all the authors and delivered to the Publisher before publication of the Work. If the Addendum is received after the royalty has been paid, the arrangements shall only take effect in the next payment period.

g. Any sums owing from the Author to the Publisher, whether or not arising out of this Agreement, may be charged against any sums accruing to the Author under this Agreement or under any other agreement between the Author and the Publisher. If there are multiple authors under this Agreement, sums owing from a particular author may be charged only against sums accruing to that author.
h. The Author further agrees that in the event of any translation, reprint and adaptation of the Work requested in the respective countries by any one of the Publisher’s nominees as specified below, the royalty’s payment shall be pay directly by the respective nominees to the Author:-

<table>
<thead>
<tr>
<th>Countries</th>
<th>Publisher’s Nominees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Korea</td>
<td>Cengage Learning Korea Ltd</td>
</tr>
<tr>
<td>Japan</td>
<td>Cengage Learning K.K.</td>
</tr>
<tr>
<td>Thailand</td>
<td>Cengage Learning (Thailand) Limited</td>
</tr>
<tr>
<td>Hong Kong</td>
<td>Cengage Learning Hong Kong Limited</td>
</tr>
<tr>
<td>Indonesia</td>
<td>PT, Cengage Learning Indonesia</td>
</tr>
<tr>
<td>India</td>
<td>Cengage Learning India Private Limited</td>
</tr>
<tr>
<td>Singapore</td>
<td>Cengage Learning Asia Pte Ltd</td>
</tr>
<tr>
<td>Taiwan</td>
<td>Cengage Learning Asia Pte Ltd (Taiwan Branch)</td>
</tr>
<tr>
<td>Philippines</td>
<td>Cengage Learning Asia Pte Ltd (Philippine Branch)</td>
</tr>
<tr>
<td>China</td>
<td>Cengage Learning Asia Pte Ltd (Beijing Representative Office)</td>
</tr>
<tr>
<td>Vietnam</td>
<td>Cengage Learning Asia Pte Ltd (Ho Chi Minh City Representative Office)</td>
</tr>
</tbody>
</table>

8. AUTHOR’S COPIES

The Publisher shall give the Author 6 copies of the Work upon publication, free of charge, and sell the Author as many additional copies as the Author wishes for personal use, but not for resale, at a discount of 40 percent off the Publisher’s then list price. If there are multiple authors under this Agreement, each author shall receive 6 copies.

9. REVISED EDITIONS

a. At the Publisher’s request, the Author shall prepare and deliver a manuscript for a revised edition of the Work. Each revised edition shall be deemed to be covered by this Agreement to the same extent as if it were the Work referred to in this Agreement.

b. If the Author fails for any reason to prepare and deliver a manuscript for a revised edition within the reasonable time specified by the Publisher and as provided in this Agreement, the Publisher may make such arrangements for the preparation of the revision as the Publisher shall consider appropriate and charge the reasonable cost of doing so against sums accruing to the Author under this Agreement. In the Publisher’s reasonable discretion, this charge may be in the form of a fee and/or a reduction of the Author’s royalty for this revised edition and/or future editions. If failure to revise the Work is due to the Author’s death, the Publisher shall also have the right, in its discretion, to terminate this Agreement with respect to the revised edition and any future editions. If a revised edition is published, the Author’s estate shall be paid one-half of the sums which
would have otherwise accrued to the Author for the revised edition and one-quarter for the next future edition, if any. Thereafter the Author’s estate shall have no proprietary interest in the Work and no further right to royalties for it. If there are multiple authors under this agreement, the provisions of this Clause apply only to the Author(s) who did not prepare the revised edition of the Work. The Publisher shall retain the right in its discretion to use any Author’s name in connection with any edition of the Work even though that Author has not participated in the preparation for that edition.

10. RIGHT OF FIRST REFUSAL

a. The Author grants to the Publisher the first right of refusal to publish the Author’s next work.

b. The Publisher shall have a period of three (3) months after the date of its receipt of the Manuscript of such work together with a synopsis to give written notice to the Author, as to whether it desires to publish such work.

c. If the Publisher gives such written notice the Author shall, at the request of the Publisher, immediately execute a publishing agreement with the Publisher in respect of such work on same terms and conditions as this Agreement, subject to any necessary changes.

d. If the Publisher fails to notify the Author within the stipulated period that it desires to publish such work, the Author shall be free to submit such work elsewhere.

11. OUT OF PRINT

a. When in the judgment of the Publisher the demand for the Work is no longer sufficient to warrant its continued publication, the Publisher shall have the right to discontinue publication and declare the Work out of print, in which event the Author shall be so advised.

b. If the Work is not for sale in at least one edition (including any revised edition or reprint edition) published by the Publisher or under license from the Publisher and, within eight months after written demand by the Author, the Publisher or its licensee fails to offer it again for sale, then this Agreement shall terminate and all rights granted to the Publisher in it shall revert to the Author (except for any material prepared by or obtained at the expense of the Publisher, which shall remain the property of the Publisher). If there are multiple authors under this Agreement, they shall take individual ownership, in proportion to their respective shares of the royalties under this Agreement, of all rights owned jointly by them at the time of termination.

c. The termination of the Agreement under this Clause 11 or otherwise shall be subject to:
(i) any license, contract, or option granted to third parties by the Publisher before the termination; and
(ii) the Publisher’s continuing right to sell all remaining bound copies and sheets of the said Work and derivative works which are on hand at the time of termination.

12. CONFIDENTIALITY

Author agrees that the terms of this Agreement shall be confidential information and agrees not to disclose the terms and conditions hereof to any third party, other than attorneys, agents and other representatives of the Author who have a legitimate need to know the provisions of the Agreement.

13. TERMINATION

a. Termination with Cause

The Publisher may at any time upon the occurrence of any one or more of the events as stipulated in the Agreement at its discretion terminate this Agreement immediately by written notice to the Author.

b. Consequences of Termination

On termination or expiry of this Agreement for any reason, one (1) month after receipt of notice of termination, the Publisher shall cease to make the Work available on a print-on-demand basis, but shall have the right to sell whatever inventory remains on hand and shall continue to pay all royalties and other monies due to the Author from sublicensed editions, if any. The contract terms covering sublicensed editions shall remain in effect until said sublicensed editions are out of print and their rights have been reverted to the author or the Publisher.

14. NOTICES

All notices to be given hereunder by either party shall be in writing and shall be sent to the other party at the respective addresses as they are given in this Agreement, unless said addresses are changed by either party by a notice in writing to the other party. All notices shall be sent by registered mail or other form of receipted or acknowledged delivery, INCLUDING, BUT NOT LIMITED TO NEXT DAY DELIVERY, including a fax transmission acknowledged as received by the party to which it is sent.

15. APPLICABLE LAW
This Agreement shall in all respects be interpreted and construed in accordance with and
governed by the laws of Malaysia, regardless of the place of its execution or performance.

16. ARBITRATION

a. Any dispute arising out of or in connection with this Agreement, including any question
regarding its existence, validity or termination, shall be referred to and finally resolved by
arbitration in Malaysia in accordance with the Kuala Lumpur Regional Centre for
Arbitration ("KLRC Rules") for the time being in force, which rules are deemed to be
incorporated by reference in this clause.

b. The Tribunal shall consist of 1 arbitrator to be appointed by the Chairman of the KLRC.

c. The language of the arbitration shall be English.

17. ASSIGNMENTS

This Agreement and the rights and obligations of each party hereto shall not be assigned
without the prior written consent of the other party which consent shall not be unreasonably
withheld, delayed or conditioned except the parties agree that the Publisher may assign this
Agreement (i) to a wholly owned or controlled affiliated entity, (ii) in the event of corporate
reorganization, or (iii) in the event of the sale of all or substantially all of the publishing
assets of such party. This Agreement shall be binding on the parties signing and on all their
heirs, legal representatives, successors, and permitted assignees.

18. COMPLETE AGREEMENT

This Agreement constitutes the complete understanding of the parties and supersedes all prior
agreements of the parties relating to the Work. No amendment or waiver of any provision of
this Agreement shall be valid unless in writing and signed by all parties affected by the
amendment or waiver.

[The remainder of this page is intentionally left blank]
Exhibit A

Private and Confidential

AUTHOR’S ROYALTY PAYMENT REMITTANCE FORM

INSTRUCTIONS TO AUTHOR:

☐ we require all details in this form to facilitate the royalty payment for the book(s). Please write in block letters and □-□ where applicable(3,8),(994,996)

☐ NEW ACCOUNT

☐ UPDATE INFORMATION

Verification Method:

☐ By Special Draft (Indicate below)

☐ By Telegraphic Transfer

Name of Payee:

For Telegraphic transfer payments only

Name of Beneficiary’s Bank:

Address of Beneficiary’s Bank:

Governing laws of Beneficiary’s Bank:

☐ For USlier Cases (A)

☐ For US-CHF-UK (B)

☐ For AUD 506 (C)

☐ For USD Exchange Rate

☐ For AUD 506 (C)  & Swift address (-)

Account No. of Beneficiary:

Name of Beneficiary:

Personal Information (Please attach copy of your ID and/or passport)

Name As In Doc ID/Passport:

ID. Copy/Pdf/Picture, Full Name, DOB, Exp. or Exp. Date:

Correspondence Address:

Phone number (Office):

Phone number (Home):

Small address:

Author’s Signature: ____________________________ Date: ____________________________

NOTES:

1. Send this completed form, together with a copy of your ID, card or Passport to Rights Department, Cengage Learning Pte Ltd, 5 Shenton Way #06-02 UIC Building, Singapore 588369. Fax: 65-66495029.

2. Include Cengage Learning of any changes to your payment and personal information. Should there be any additional changes incurred, these will be charged against your royalty payments.

3. Cengage Learning Pte Ltd will not be held liable for any changes incurred by author or bank.

4. Royalties will be paid in U.S. dollars.
THE FOLLOWING PARTIES HAVE EXECUTED THIS AGREEMENT.

As to the Publisher

[Signature]

Designation: General Manager
Cengage Learning Asia Pte Ltd, Malaysia Branch

Name: Wee Sang Jong
Date: 15/8/2011

As to the Author

[Signature]

Author's Name: Sazid Mohd Said
Nationality: Malaysian
Contact No.: 0122110909
Date:

As to the Author

[Signature]

Author's Name: Abdul Razak bin Ibrahim
Nationality: Malaysian
Contact No.: 0123959496
Date:

As to the Author

[Signature]

Author's Name: Raida binti Abu Bakar
Nationality: Malaysian
Contact No.: 0123404323
Date: 18/5/2011
As to the Author

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Nationality : Malaysian
Contact No. : 0162091960
Date :

As to the Author

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Nationality : Malaysian
Contact No. : 0133692919
Date : 18/5/2011

As to the Author

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Date : 19/5/2011
As to the Author

Author's Name: Noor Akma binti Mohd Salleh
Nationality: Malaysian
Contact No.: 03 6142 2115
Date: 

As to the Author

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Date: 18/5/2011

As to the Author

Author's Name: Norbani Binti Che Ha
Nationality: Malaysian
Contact No.: 0123122023
Date: 18/5/2011
As to the Author

Lee Sai Leong
Nationality: Malaysian
Contact No.: 016 6540717
Date: 18/5/2015

As to the Author

Gureharan Singh
Pritam Singh
Nationality: Malaysian
Contact No.: 012 2735507
Date: 

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As to the Author

Author's Name: Amir Mahmood
Nationality: Australian
Contact No.: +61249215017
Date: 

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