

## AGREEMENT

made this 9th day of January, 2007,  
by and between

A K PETERS, LTD. (The Publisher)

and

Jonathan Borwein

Keith Devlin

(The Author)

### GRANT OF RIGHTS

A. The Author agrees to prepare and to supply the Publisher within a reasonable time, but not later than 3/30/2008, a Work consisting of approximately 200 pages and including about (open) illustrations on the subject of:

How Mathematics Works, Really: From Experiment to Proof (very tentative)

The Author grants said Work to the Publisher with the exclusive right to print, publish, and sell the Work, under its own name and under other imprints or trade names, during the full term of the copyright and all renewals thereof; also the exclusive rights in said Work set forth in Paragraph (L) below, with the exclusive authority to dispose of and/or to exercise alone or jointly with others said rights in all countries and in all languages.

### COPYRIGHT

B. The Author agrees to permit the Publisher to copyright, trademark, or otherwise protect for its exclusive use said Work in the Publisher's name or any other name in the United States and in the name of the Publisher or any other name in other countries and to execute all documents necessary to enable the Publisher to secure the original copyright and any renewals of copyright of the Work.

### PRINCIPAL BOOK ROYALTIES

C. The Publisher, in consideration thereof, when the manuscript is accepted for publication in content and form, agrees to publish said Work at its own expense upon the terms as follows:

(a) Except as in paragraph (b) below, the Publisher agrees to pay royalties based on the net amount received on all copies of the Work sold (less returns) as follows:

### ROYALTY RATE

15% (15 percent) of net receipts for the first 2,000 copies sold  
17.5 % (17.5 percent) of net receipts for 2,001-4000 copies sold  
20% (20 percent) of net receipts thereafter

(b) No royalties will be paid on the Work sold at or below the Publisher's manufacturing cost.

c) The Publisher will report on the sale of the Work in April of each year, for the twelve-month period ending the prior December 31st, and with each report will make settlement for any balance shown to be due.

d) The Author further agrees that any overpayment of royalty due to returns of stock, and any amounts of any nature owed to the Publisher, whether under this Agreement or not, shall be retained for the Publisher's account from the royalties otherwise due the Author from this or any other agreement.

### SUBMISSION AND FORM OF MANUSCRIPT

D. The Author shall furnish the final complete manuscript in electronic form based on design specifications developed and agreed upon with the Publisher, together with camera-ready illustrations unless they are incorporated into the electronic file; and, when requested by the Publisher, indexes and other supportive materials as mutually agreed. The Author shall be responsible for incorporating the editorial changes into the final manuscript, at which time design specifications will also be finalized. The manuscript shall include a title page, preface and/or foreword, and a table of contents. The Publisher will use the same care in protecting the manuscript and other materials supplied to it hereunder as is customary practice in protecting similar material in its possession, but it shall not be liable for damages, if any, resulting from the loss or destruction of such material, or any part thereof.

Should the Author fail to deliver the complete manuscript and illustrations (if any) in form and content satisfactory to the Publisher on the date specified, unless the date is extended by mutual agreement in writing and signed by an officer of the Publisher, the Publisher, if it so elects, may cancel this contract and in such case the Author agrees to repay the Publisher all sums previously paid to him or her pursuant to this Agreement.

### AUTHOR'S WARRANTIES AND INDEMNIFICATION

E. The Author guarantees and represents that he or she has full power to make this Agreement and grants that the Work contains no matter libelous or otherwise unlawful, and that the Work is not in the public domain and does not infringe, violate, or invade any statutory copyright, right of privacy, or any other statutory right, or any non-statutory proprietary or personal right. The Author will defend, indemnify, and hold harmless the Publisher, its officers, employees, and agents against all claims, demands, suits, losses, costs, damages, and expenses (including attorney's fees and amounts paid or payable pursuant to any settlement out of court) that the Publisher, its officers, employees, or agents may sustain or incur by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in said Work, or any infringement or violation by said Work of any copyright or proprietary right; and until such claim, demand, or suit has been settled or withdrawn (including attorney's fees and amounts paid or payable to any settlement out of court), the Publisher may, as security for the indemnification therein given by the Author, withhold any sums due the Author under this or any agreement between the Author and the Publisher.

**ROYALTIES ON SUBSIDIARY RIGHTS**

L. The Publisher shall have the exclusive right to exercise or dispose of all subsidiary rights in the Work, now and hereafter known, in all languages, forms, and media throughout the world, including, but not limited to, the following: rights for translations, quotations, excerpts (including illustrations), book clubs not owned and operated by the Publisher, reprint editions, and sale of sheets; microfilm, microfiche, recording, film strip, motion picture, and broadcasting rights; and rights for use in information storage, data processing, transmission, and retrieval systems. Any net gain received from the disposition of such subsidiary rights shall be divided equally between the Publisher and the Author. The Publisher may authorize such use by others without compensation to the Author and the Publisher if, in the Publisher's judgment, such use may benefit the sale of the Work.

**EDITING BY THE PUBLISHER**

F. The Work shall be subject to editing and alteration by the Publisher at the original printing and any reprinting, provided, however, that such editing or alteration shall not materially change the meaning of the Work. All edits and alterations are subject to the Author's approval.

**PUBLISHER'S DETERMINATIONS**

G. The Publisher shall have the right: (1) to publish the Work in one or several volumes and in such style that it deems best suited for the sale of the Work; (2) to fix and alter the title and prices at which the Work shall be sold; (3) to determine the means to market the Work.

**COPYRIGHTED MATERIAL**

H. The Author will provide the Publisher with written permissions necessary for the use of borrowed material of whatever kind, and all fees and expenses for the use of such material will be borne by the Author. Such written consent shall be obtained by the Author and filed with the Publisher. This provision also applies to all photocopied or similarly prepared material that has been copyrighted.

**AUTHOR'S COPIES**

I. The Publisher will furnish ten (10) copies of the Work to the Author without charge. If the Author, so-called herein, consists of more than one Author, the Publisher will furnish ten (10) copies to each. Additional copies furnished for the personal use of the Author shall be charged at the list price less thirty percent (30%); however, royalties will be paid on such copies.

**COMPETING WORKS**

J. The Author agrees, during the existence of this Agreement, to refrain from editing, preparing, or causing to be prepared or published in the Author's name, for another publisher, any work that shall interfere with or injure the sale of the Work. The Author may, however, draw on and refer to material contained in the Work, in preparing articles for publication in scholarly and professional journals and papers for delivery at professional meetings.

**REVISIONS**

K. The Author agrees to revise the Work when the Publisher decides that a revision is desirable and to deliver the revised manuscript in time to avoid a major gap between editions. Should the Author be unable or unwilling to undertake such revision, or be deceased, the Publisher may arrange in agreement with the Author, not to be unreasonably withheld, for the preparation of a revised manuscript, the cost of which (including such royalties or fees as the Publisher may elect to pay) shall be paid by the Publisher and charged against any first royalties that may accrue to the Author from the sale of the revised edition. All terms of this Agreement shall apply to each revision as though it were the Work being published for the first time.

**A K Peters, Ltd.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Klaus Peters, President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Alice Peters, CFO & Exec. V-P.

**OUT OF PRINT**

M. If at any time the Publisher determines that demand or changes in conditions do not justify continued publication of the Work, the Author may request return of rights (these rights will be returned unless the Publisher agrees to issue a new printing within six months after the request), and may purchase any existing plates or negatives of the Work and original artwork, as well as the Publisher's stock at cost.

**ALTERATIONS TO AGREEMENT**

N. This Agreement shall not be subject to change, modification, or discharge, in whole or in part, except by written instrument signed by the Author and by an officer or authorized signatory of the Publisher.

**CONSTRUCTION ON ASSIGNMENT AND HEIRS**

O. This Agreement shall be construed and interpreted according to the laws of the Commonwealth of Massachusetts and shall be binding upon the parties hereto, their heirs, successors, permitted assigns, and personal representatives. The Author may assign any royalties due or to become due to him/her under this Agreement by filing written notice thereof with the Publisher, but all other rights of the Author are personal and not assignable. If the Author, so-called herein, consists of more than one person, all the obligations of the Author hereby created shall be deemed to be the joint and several obligations of all such persons. The Publisher may assign its rights, duties, and interests under this Agreement, upon giving written notice thereof to the Author, provided the Assignee shall assume all future obligations of the Publisher hereunder.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jonathan Borwein

\_\_\_\_\_  
Social Security # / Citizenship

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Keith Devlin

\_\_\_\_\_  
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