



TEKTIME
STANDARD CONTRACT FOR TRANSLATION AND DISTRIBUTION
Version: 3.0 (January 1, 2026)

1. Definitions

- 1.1 This standard translation and distribution agreement (hereinafter referred to as **the "Agreement"**) is a binding agreement between the company Tektime Srls, with registered office at via Armando Fioretti, 17 – 05030 - Montefranco (TR) – Italy – VAT number/Tax code 01585300559 (hereinafter referred to as **"Tektime"**) and the persons or companies identified on the **"Signature Page"** as **"Rights Holder"** and **"Translator"**.
- The purpose of this Agreement is to achieve the translation of a book, novel, work or writing of any kind (hereinafter referred to as **the "Book"**) into a language other than the original (hereinafter referred to as **the "Language"**). The Book translated into the Language (hereinafter referred to as the **"Translated Book"**) will be distributed and marketed by Tektime in the territories (hereinafter referred to as **the "Territories"**) indicated in Appendix A (**the "Territories"**).
- 1.2 **"Rights Holder"** is the person who legally holds the copyright (intellectual and industrial property) of the Book. Hereinafter referred to as **DDD** .
- 1.3 **"Translator"** is the natural person or legal entity who will translate the Book into the Language indicated in Appendix A (**"Language"**)
- 1.4 **"www.traduzioneinlibri.it"** is the operational portal (hereinafter referred to as **the "Portal"**) where DDD, Translator and Tektime will interact to carry out the translation and distribution project of the Translated Book, which is the object of this Agreement.
- 1.5 **"Title"** is the title of the Translated Book
- 1.6 **"Initial Translation"** is the translation of the initial part of the Book, corresponding to 5% of the total words that compose it, which the Translator will have to translate and submit to the DDD for initial approval (see section 5).
- 1.7 **"Final Translation"** is the complete translation of the Book that the Translator will have to carry out and submit to the DDD for final approval (see section 5).
- 1.8 **"Contract Date"** is the date on which the DDD has accepted the Translator's translation proposal and has added his signature.
- 1.9 **"Effective Date"** is the actual date of signing the contract and will correspond to the date on which Tektime has added its digital signature.
- 1.10 **"Work Start Date"** is the date by which the translation work must begin. This date will be set by the Translator or, failing that, it will correspond to the calendar day following the day the DDD sends the Original Book to the Portal. The deadlines for delivery of the Initial Translation and the Final Translation will start from this date.
- 1.11 **"Cover Price"** is the selling price of the Translated Book including VAT where applicable.
- 1.12 **"Translation Contribution"** is an amount that the DDD **voluntarily establishes** for each Language and that the Translator will receive in any case, even if the Translated Book does not sell a single copy. This contribution must be paid simply by purchasing, from the online bookstore made available on the Portal, a **"Golden Copy"** of the translated book. This is a special copy whose cost will be equivalent to the established Translation Contribution plus a flat-rate expense reimbursement, indicated in Appendix A under **" Flat-rate Expense Reimbursement ,"** for expenses that Tektime may incur for support activities related to the Translation Contribution. The Translation Contribution will be considered as if it were revenue from the sales of the Translated Book and will be accounted for in the division of proceeds. The DDD will not participate in the division of this amount. The Translation Contribution may be withdrawn by the Translator only upon completion of the Final Translation and after the final approval of the Final Translation by the DDD and Tektime.
- 1.13 **"Publisher"** is the person who holds the printing, publication and distribution rights of the original

Book, even on a non-exclusive basis.

1.14 **"Publication"** is the operation that the DDD must complete via the Portal to deliver the Translated Book to Tektime, which will then arrange for its final sale. The distribution and sale of the Translated Book will be entirely managed by Tektime as indicated in Section 7.

1.15 **"Publication Date"** is the date the Translated Book will be published and released for sale. This date will correspond to the date on which Tektime will assign the ISBN code to the Translated Book and officially register it with the Italian ISBN Agency (<http://www.isbn.it/>).

2. Object of the Contract

2.1 The DDD instructs the Translator to translate the Book indicated in Appendix A (**"Book"**) into the language indicated in Appendix A (**"Language"**).

2.2 The Translated Book will be distributed in the Territories listed in Appendix A (**"Territories"**).

2.3 The DDD appoints Tektime to distribute and sell the Translated Book in the Territories listed in Appendix A (**the "Territories"**).

2.4 The translation may be performed by multiple individuals, companies, or other translators, but the final responsibility lies solely with the Translator. The DDD and Tektime will interact exclusively with the Translator for the duration of the Contract.

3. Declarations and warranties

Upon registration on the Portal, the DDD and the Translator undertake to communicate, for the entire duration of the relationship, their personal data, which is truthful and complete, and any changes thereto, necessary for invoicing and all fiscal and contractual obligations.

3.1 DDD declares and guarantees that:

- a) owns or controls the distribution rights to the Book and has the full right, power and authority to enter into and enforce this Agreement ;
- b) is the holder of a registered account on the Portal;
- c) has obtained from Tektime all rights necessary to operate under this Agreement;
- d) the sale and distribution of the Translated Book , as permitted by this Agreement, will not violate any applicable law or infringe or violate the intellectual property or other rights of any person or entity, including copyrights, trademarks, rights of publicity, privacy, or moral rights;
- e) the Book does not contain any defamatory or libelous material, as defined by applicable laws in the Territories;
- f) you will be solely responsible and liable for any infringement of any copyrights that may be infringed in connection with this Agreement;

3.2 The Translator declares and guarantees that:

- a) is free from any constraints and can operate freely, in compliance with this Agreement;
- b) has not entered into any agreements or commitments that prevent or interfere with the performance of the obligations under this Agreement;
- c) is the holder of a registered account on the Portal;
- d) the translation of the Book will be original and will not infringe or violate the privacy rights, publicity rights, copyrights or any other legal rights of any kind of third party;
- e) the costs of translating the Book will be entirely at your expense and you will not be able to claim compensation other than those established in this Agreement (section 10).

4. Execution of services

4.1 Preliminary stages

The translation phases of the Book will be carried out by the Translator and the DDD with the aid of the tools made available on the Portal.

a) The DDD will be able to:

- Find the translator who best suits your translation needs;

- Request the translation of your original book from the translators on the Portal;
- Exchange messages with translators, both internally and via email, regarding the progress of the translation project.

b) The Translator will be able to:

- Find the books to translate that best suit your translation needs;
- Exchange messages with the authors, both internally and via email, regarding the progress of the translation project.
- Propose the translation of their books to the authors present on the Portal, indicating:
 - translation of the title, any subtitle and series of the Book;
 - translation of the sample text provided by the DDD during the insertion of the original Book into the Portal;
 - the time required to complete the Initial Translation (calendar days);
 - the time required to complete the Final Translation (calendar days).

If the translation proposal made by the Translator to the DDD is not accepted within thirty days of the request, such proposal will be automatically cancelled.

4.2 Completion of the agreement

The DDD, having analyzed and evaluated the Translator's offer, approves it and effectively initiates the relationship with the Translator, affixing his digital signature to the Contract which will then be countersigned by both the Translator and Tektime.

This Agreement must be signed by all parties using a legally recognized digital signature or alternative methods that guarantee the legal validity of the Agreement. All steps for digitally signing the Agreement will be managed directly on the Portal made available by Tektime. If a valid digital signature is not available, the Agreement may be signed by hand and submitted to the Portal along with a valid identity document.

4.3 Operational phases

All deadlines for the following operations are indicated in Appendix A ("**Delivery Times**"). If the Translator is unable, for personal reasons, to complete the Initial Translation and/or the Final Translation within the established deadlines, he or she may request an extension of these deadlines from Tektime, via email, of no more than thirty calendar days, which must be approved by both the DDD and Tektime itself. If the extension is approved, Tektime will modify these deadlines and add a note indicating this change to the Translation's file on the Portal.

Below are the operational phases in chronological order that must be carried out using the procedures made available on the Portal:

- a) the DDD enters the data relating to the Book (title, subtitle, series, short description, full description, sales data, number of words, etc.);
- b) the DDD optionally inserts a Translation Contribution;
- c) the DDD inserts an extract of the Book in PDF format;
- d) The DDD is looking for a Translator or the Translator is looking for a Book to translate;
- e) The Translator establishes the times for starting the translation work (Work Start Date) and the times for delivering the Initial Translation and the Final Translation;
- f) DDD agrees to provide the Translator with an electronic copy of the Book that is editable and not protected by any Digital Rights Management protocol;
- g) the Translator delivers the Initial Translation and the translation of the Book description to the DDD for approval;
- h) the DDD approves the Initial Translation or requests the Translator to revise the Initial Translation. A maximum of two (2) revisions will be permitted. Times and methods are described in section 5;
- i) The DDD, in the event that it has established a Translation Contribution, after approval of the Initial Translation, will have to purchase a Golden Copy of the Book for an amount equal to that established in section 4.3 point b) increased by any Flat Rate Expense Reimbursement;

- j) the Translator completes the Final Translation and delivers it to the DDD for approval, in an editable digital version not protected by any Digital Rights Management protocol;
- k) the DDD approves the Final Translation or requests the Translator to review the Final Translation. A maximum of three (3) reviews will be permitted. Times and methods are described in section 5;
- l) Tektime finally approves the Final Translation
- m) the DDD proceeds with the Publication by sending the digital version of the Final Translation to the Portal, in EPUB2 or EPUB3 format or other formats that may be adopted in the future by digital e-book reading systems, clearly indicating the name of the Translator, the title of the original work and the Publisher, if any;
- n) the DDD sends the cover of the Translated Book in digital format (jpg);
- o) the DDD establishes the final selling price of the Translated Book which must in any case include any value added tax (VAT) where applicable;
- p) Tektime verifies the Publication, checking the validity of the digital version of the Translated Book sent by the DDD, including the cover, and of the paper version, if any, reserving the right to request any changes and adaptations;
- q) Tektime definitively approves the Publication
- r) Tektime assigns an ISBN code to the translated book, registers it with the Italian ISBN Agency and begins its distribution and marketing through its own sales channels;
- s) In the event that the Rights Holder has established a Translation Contribution, the related amount will be divided between the Translator and Tektime as if it came from the normal proceeds of sales, in the manner established in section 10. DDD will not participate in this division.
- t) DDD, the Translator and Tektime will share the proceeds from the normal sales of the Translated Book, as set out in Section 10 and Section 11.

5. Approvals

5.1 Standard

The DDD will have only and exclusively the following two approval obligations:

- Approval of Initial Translation;
- Final Translation Approval.

The DDD agrees to work with the Translator in good faith and, with respect to their approval rights, offers constructive and specific suggestions to secure the Translator's approval. They also agree not to delay or withhold approval of the Final Translation without justification.

DDD will provide its approval through the appropriate approval function provided by Tektime on its Portal and agrees that such approval, once given, will be considered final.

The DDD will undertake to give its approvals or request any revisions within **seven calendar days** with respect to the Initial Translation, and within **thirty calendar days** of the submission of the Final Translation.

The Translator undertakes to work with the DDD in good faith to implement, to the extent possible, the revisions suggested by the DDD. The Translator will undertake, if requested by the DDD, to provide at least **two revisions** of the Initial Translation and at least **three revisions** of the Final Translation, again if requested by the DDD. These revisions must be provided, if possible, within ten days of the request.

5.2 Automatic

a) Initial Translation

If the DDD does not respond to the Translator's request for approval of the Initial Translation (or to the new revision of the Initial Translation requested by the DDD) within seven calendar days, Tektime will send the DDD an email inviting them to approve it. If the DDD also fails to respond to Tektime's request, approval will be granted automatically by the system, as if it had been authorized by the DDD itself. If the DDD has established a Translation Contribution, automatic approval cannot be applied and the procedure indicated in section 5.3 point a) will be followed.

b) Final Translation

If the DDD does not respond to the Translator's request for approval of the Final Translation (or to the

new revision of the Final Translation requested by the DDD) within thirty calendar days, Tektime will send the DDD an email inviting them to approve it. If the DDD also fails to respond to Tektime's request, the system will automatically grant approval as if it had been authorized by the DDD itself. If the DDD is unable to review the Final Translation within the specified timeframe, he or she may request Tektime to postpone approval of the Translated Book by an additional ten calendar days. However, if this deadline elapses without the DDD approving the Final Translation, approval will be granted automatically by the system as if it had been authorized by the DDD himself.

5.3 Refusal of approval

a) Initial Translation

In the event that the DDD decides to reject the Initial Translation performed by the Translator, the DDD must notify the Translator via email or internal mail, indicating any changes he or she would like to see made. The Translator must make the changes requested by the DDD within the timeframes set for the Initial Translation review. If the Translator is unable to provide the requested changes, or if the DDD also rejects the new versions provided by the Translator, either party may terminate this Agreement by providing written notice to the other no later than ten calendar days after the end of the deadline by which the Translator should have completed the review, or no later than ten calendar days from the date on which the DDD rejected the review. No penalty or compensation of any kind will be applied to either party.

b) Final Translation

If the DDD decides to reject the Translator's Final Translation, the DDD must notify the Translator in writing, indicating any changes and corrections they would like made. The Translator must make the changes requested by the DDD within the required timeframe and submit a new revision of the Final Translation. If the DDD rejects three or more proposed revisions, the Translator may request Tektime's intervention to determine whether the reasons preventing the DDD from approving the Final Translation are valid or whether the Final Translation should be approved. The request for Tektime's intervention must be made via email and must detail all the reasons given by both parties. Tektime will evaluate the Final Translation by comparing it with the Initial Translation and verifying its consistency in style, form, and consistency. Tektime may make recommendations to both parties, again via email, for improving the Final Translation and obtaining final approval.

If Tektime deems the Final Translation eligible for approval and the DDD agrees, the Final Translation will be considered as if the DDD had directly approved it. If the DDD disagrees with Tektime's assessment, the DDD may terminate this Agreement, incurring the penalties applicable to the Translator as set forth in Section 13.2.

The Translator acknowledges that, in the event of termination of this Agreement, as permitted by the termination clauses in the Agreement itself, the DDD may consider itself free from any restrictions or obligations and request a new translation of the Book from another party. The DDD will no longer have any obligations towards the Translator in relation to the translation of the Book into the Language.

In the event that the Translator does not complete the translation of the Book within the expected time frame, the withdrawal clauses and any penalties are described in section 13.

5.4 Tektime Approval

At any time, before or after publication, Tektime may evaluate the Final Translation of the Translated Book for consistency with high-quality international standards for translated books. Tektime shall have the right to accept or reject the Translated Book at its sole discretion, or may request modifications to bring the Translated Book into line with Tektime's standards for translated books. If Tektime rejects the Translated Book, this Agreement shall be considered void, and neither party to this Agreement shall have any claims against the other parties.

6. Publication of the translated book

After final approval of the Translated Book (Standard, point 5.1 or Automatic, point 5.2), the DDD must

proceed with publishing the Translated Book within **seven calendar days** using the methods and procedure made available on the Portal. After this deadline, Tektime will send an email to the DDD inviting them to proceed with publication. If the DDD has not published the Translated Book within **seven calendar days of this notification, Tektime will do so directly**. In this case, the DDD will be charged for the costs of converting the Translated Book into an ebook, creating the ebook cover, and all additional costs associated with publishing the paperback version of the book (formatting, conversion to PDF, creation of the paperback cover, etc.). These costs will be the list prices indicated on the Portal at the time of automatic approval and will be deducted directly from the fees due to the DDD, relating to sales proceeds (section 10). In the event that the DDD has established a Translation Contribution, this amount will be regularly credited to the translator, in the same manner indicated in section 1.12.

7. Distribution of the translated book

7.1 DDD

During the period of exclusive distribution of the Translated Book by Tektime, as indicated in section 7.4, DDD is **absolutely prohibited from marketing, distributing, or selling in any manner or form the Translated Book in the Language indicated in this Agreement, in all the Territories established and indicated in Appendix A (the "Territories")**. DDD will also not be able to grant third parties the right to market, distribute, or sell in any manner or form the Translated Book in the Language indicated in this Agreement, in all the Territories established and indicated in Appendix A (**the "Territories"**). DDD may, however, carry out promotional activities for the Translated Book, advertising of any type (internet, search engines, magazines, press, etc.) for the purpose of encouraging the purchase of the Translated Book distributed by Tektime.

7.2 Translator

During the period of exclusive distribution of the Translated Book by Tektime, as indicated in section 7.4, the Translator is **absolutely prohibited from marketing, distributing, or selling in any manner or form the Translated Book in the Language indicated in this Agreement, in all the Territories established and indicated in Appendix A (the "Territories")**. The Translator shall also not be able to grant third parties the right to market, distribute, or sell in any manner or form the Translated Book in the Language indicated in this Agreement, in all the Territories established and indicated in Appendix A (**the "Territories"**). The Translator may, however, carry out promotional activities for the Translated Book, advertising of any kind (internet, search engines, magazines, press, etc.) for the purpose of encouraging the purchase of the Translated Book distributed by Tektime.

7.3 Publisher

: After registering and creating an account on the Portal, the Publisher may also register its authors on the Portal, allowing them to benefit from all the services available on the Portal. The Publisher must indicate the specific services it intends to provide to the authors registered by it or who have explicitly designated it as their Publisher. The services the Publisher may provide, relating to Translated Books, may include:

- a) printing, distribution and marketing of paper editions;
- b) distribution and marketing of digital versions (e-books, audiobooks, etc.);
- c) Both of the two previous options a) and b);
- d) None of the three previous options a), b) and c).

The Publishers' performance of the aforementioned services must be authorized by Tektime and will be governed by specific agreements that Tektime will establish with the Publisher (printing costs, time and method of service provision, commissions, etc.). The provision of the aforementioned services will be granted on a non-exclusive basis. Tektime reserves the right to directly provide all or part of the aforementioned services in the event of default by the Publisher and, in any case, to support improved marketing and sales of the Translated Books.

7.4 Tektime

- a) **Exclusive Distribution License.** DDD and Translator grant Tektime an exclusive license for five (5) years, starting from the Publication Date, to use, reproduce, display, market, sell and distribute in all Territories the Translated Book, in all formats now known or hereafter developed, both digital (ebook) and paper, and for seven (7) years, starting from the Publication Date, to use, reproduce, display, market, sell and distribute in all Territories the audiobook version of the Translated Book, if any, in all formats now known or hereafter developed. This period is called the " **Initial Distribution Period**". After such period, this Agreement will automatically renew on a yearly basis (" **Additional Distribution Period** "), unless terminated by either party. Termination by the DDD must be made using the appropriate function available on the Portal within a period between one hundred and twenty (120) and sixty (60) days prior to the expiration of the "Initial Distribution Period" or each "Additional Distribution Period". Tektime and the Translator may communicate the termination via email to the other parties, at least sixty (60) days prior to the expiration. The "Initial Distribution Period" and the "Additional Distribution Period" will hereinafter be referred to solely as the "**Distribution Period**". During the Distribution Period, Tektime will be identified as the publisher or publishing house of the Translated Book.
- b) **Right to Modify.** During the Distribution Period, Tektime may modify, reformat, encode, and adapt the Translated Book to make it compatible with the needs of the Translated Book distribution and sales service. Such modifications may include, but are not limited to:
- adding distribution details and information;
 - correcting spelling mistakes or typos in general;
 - print format changes;
 - adjustments to the size and format of the cover image for compatibility with different distribution channels;
 - modifications of the digital file to adapt to international standards;
 - etc.
- c) **Territorial Expansion.** The DDD may, at any time, request Tektime via email to expand the Territories in which the Translated Book may be distributed. The DDD confirms and agrees that the same conditions set forth in Section 3 of this Agreement will apply to the new Territories in which the Translated Book will be distributed. Tektime will expand the Distribution Territories starting from the date of the DDD's request and will have the same distribution and marketing rights in the new Territories as applied to the Territories indicated and authorized prior to the expansion request.
- d) **Translated Book Excerpt.** During the Distribution Period, the DDD, should it be requested by one or more distribution channels used by Tektime and solely for advertising and promotional purposes, authorizes Tektime to produce an excerpt of up to 20% of the total number of pages of the Translated Book and make it available for viewing by the end customer.
- e) **Cover.** During the Distribution Period, the DDD and the Translator authorize Tektime to use the Translated Book's cover image, title, and all other elements for advertising and promotional purposes.
- f) **Free Copies.** During the Distribution Period, the DDD and the Translator authorize Tektime to use and distribute free copies of the Translated Book for advertising and promotional purposes.
- g) **Advertising.** During the Distribution Period, DDD authorizes Tektime to use DDD's name, DDD's image, and their full biography or an excerpt thereof for advertising and promotional purposes of the Translated Book. If DDD is not the material author of the original Book, DDD guarantees Tektime that it will obtain from the author of the original Book the rights to use the author's name, image, and full biography or an excerpt thereof for advertising and promotional purposes of the Translated Book.
- h) **Additional Services.** The DDD may optionally request the following additional paid services from Tektime, the costs of which will be indicated from time to time on the Portal:
- conversion of the translated book into the most popular digital formats (epub, PDF, mobi, etc.);
 - creation of the cover of the translated book;
 - printing of the paper version of the Translated Book;
 - creation of the audiobook version of the Translated Book;
 - paid advertising services on online bookstores, social networks, search engines and dedicated

- portals;
 - upon request, any other service offered directly through the Portal;
- i) **Subcontracting.** Tektime may subcontract part or all of the services covered by this Agreement to third parties. Tektime may grant subcontractors the rights granted under this Agreement. Tektime may grant the Publisher the right to provide, on a non-exclusive basis, the services that the Publisher has specified on the Portal, as defined in Section 7.3. In any case, Tektime will be responsible for the compliance of the services provided by the subcontractor with this Agreement.
- j) **Distribution of the Translated Book .** Tektime may distribute the Translated Book at its sole and complete discretion. However, Tektime reserves the right, at its sole discretion, to remove the Translated Book if it is found to violate any applicable law, to be fraudulent, or to infringe any intellectual property rights or other rights of any person or entity, including, but not limited to, copyright, trademark, publicity, privacy, or moral rights. The DDD and the Translator agree that Tektime shall have no obligation to distribute the Translated Book or, once distribution has begun, to continue with distribution. The DDD also acknowledges that Tektime does not provide any guarantee regarding sales of the Translated Book or in any way guarantee the sale of a minimum number of copies. If Tektime has not begun distribution of the Translated Book within six months of publication on the Portal, the DDD may send Tektime a written notice inviting it to proceed with distribution. If, within three months of confirmation of receipt of such notice, Tektime has not yet begun distribution of the Translated Book, this Agreement will be automatically terminated thirty days after the DDD sends Tektime a termination notice via email. This provision regarding early termination and reversion of rights also applies in any case of termination of this Agreement due to an act or breach attributable to Tektime.

In the event of early termination, for the purposes of this Article, all rights granted to Tektime relating to the Translated Book subject to this Agreement will be returned in full to the DDD and the Translator, where applicable. Any proceeds from the independent publication of the Translated Book must be managed exclusively and independently by the DDD and the Translator. Any agreement regarding the division of such proceeds will be governed by a separate agreement between DDD and Translator, which will define the new percentage of the proceeds split between them, without any involvement, obligation or right of intervention on the part of Tektime, either in the separate agreement or in any future proceeds.

8. Commissions

For the promotion, marketing, and sale of the Translated Book, sales and distribution channels retain a percentage commission on the Cover Price of the Translated Book. These commissions may vary depending on the sales channel, distribution method, and the territories in which the Translated Book will be sold. In general, commissions may range from a minimum of 20% to a maximum of 75% of the Cover Price, excluding VAT where applicable. The amount of these commissions will be indicated on the Portal, where possible, and will be highlighted by Tektime in the monthly reporting, as indicated in section 11.1.

In the event that the sales channels used by Tektime allow the rental of the Translated Book to end users, the rental price is established by the sales channels themselves and the commission is based on the rental price net of VAT.

The DDD and the Translator explicitly authorize Tektime and the sales channels used by it to modify the selling price of the Translated Book, provided that the same is set as close as possible to that decided by the DDD, to adapt it to any market or distribution needs, or to parameterize it to the price of any paper copies of the work, or in any case in compliance with certain conditions or any maximum thresholds decided by the DDD.

9. Taxation

Taxation on income will be subject to the provisions of Italian law and any international agreements between Italy and the country of tax residence that the DDD and the Translator declared when registering on the Portal. Any withholding taxes, where applicable, will be calculated on the individual amounts due in relation to the "Net Turnover," divided between DDD and the Translator, as indicated in Section 11.

10. Division of proceeds (royalties)

Tektime will divide the proceeds from the sales of the Translated Book between the DDD, the Translator and Tektime itself, calculating the individual shares on the "**Net Turnover**", understood as the amount obtained from each sale of each single copy of the Translated Book net of distribution costs, discounts, promotions, taxes, excise duties, value added taxes, duties, sales commissions and withholding taxes where applicable as described in **section 8** and **section 9**.

Net Turnover will be divided as indicated in the following table (all amounts are expressed in Euro):

Net Turnover From	TO	DDD	Translator	Tektime
€ 0.00	€ 1999.99	30%	50%	20%
€ 2,000	€ 3.999,99	40%	40%	20%
€ 4,000	€ 7,999.99	50%	30%	20%
€ 8,000	€ ...	60%	20%	20%

No compensation will be due or calculated in Net Revenue for the distribution of copies of the Translated Book sent free of charge or for promotional, review, advertising or promotional purposes of any kind. The Translator understands and agrees that he or she will not be entitled to any payment if he or she breaches his or her obligations to Tektime or DDD under this Agreement. In such event, the proceeds will be set aside until the dispute between the Translator and Tektime is resolved. Upon resolution of the dispute, any compensation or other payment that the Translator may owe to Tektime may be deducted from the amounts previously set aside for the Translator.

DDD understands and agrees that it will not be entitled to any payment if it breaches its obligations to Tektime or the Translator under this Agreement. In such event, proceeds will be set aside until the dispute between DDD and Tektime is resolved. Upon resolution of the dispute, any compensation or other payments that DDD may owe to Tektime may be deducted from the amounts previously set aside for DDD.

11. Terms and conditions of payment

11.1 Tektime will report monthly to the DDD and the Translator in the appropriate section of the Portal ("sales"), the progress of sales of the Translated Book, which will indicate the copies sold and the related turnover.

11.2 At the end of each month, Tektime will automatically generate an invoice request (in the case of a legal entity) or a request for issuance of a receipt (in the case of a natural person) for both the DDD and the Translator, relating to the proceeds deriving from the sale of the Translated Book (Net Revenue), divided as indicated in section 8.

11.3 The DDD and the Translator must each issue their respective invoices or bills and send them to Tektime via the Portal.

11.4 Tektime will send the payment to the DDD and the Translator immediately after 60 days from the invoice or bill date, using the method indicated when registering on the Portal.

If the amount Tektime must pay to the DDD or Translator is less than 50 euros, this amount will be set aside and accumulated in the proceeds of the following period until the 50 euro threshold is reached. Once this threshold is exceeded, the proceeds may be liquidated and payment will be made in the manner indicated in the previous sections 11.2, 11.3, and 11.4.

All settlements and payments will be made exclusively in euros. Tektime will not be responsible for any losses resulting from changes in exchange rates to other currencies.

12. Moral and material rights of the translator

By signing this agreement, the Translator declares and accepts that at the end of the Distribution Period (section 7.4) or, in the event of early termination of the Agreement, on the Termination Date (section 13), the moral and material rights to which the Translator is entitled in the translated work shall be deemed to have been transferred to the DDD, who shall acquire full ownership thereof without the need for any further dispositive deed or other formality. By virtue of the above, the fees received by the Translator during the Distribution Period, deriving from the proceeds of sales of the Translated Book and any Translation

Contribution, shall be considered all-inclusive and therefore also remunerate the transfer to the DDD of the Translator's moral and material rights in the Translated Book. Therefore, at the end of the agreement, the Translator shall not be able to claim or assert any further rights in the Translated Book against the DDD.

13. Termination of Contract

13.1 Resolution without penalties

a) DDD

In relation to the provisions of section 5.3 a) (Initial Translation), the DDD and the Translator may withdraw from the Agreement without incurring any penalty and neither party to this Agreement may have any claim against the other parties.

b) Translator:

If the Translator is unable to continue and/or complete the translation work for reasons beyond their control (force majeure), including legislative changes, armed conflicts, mental incapacity, death, or any other similar cause, Tektime may suspend the Translator's services by providing written notice via email. If the causes preventing the Translator from continuing and/or completing the Book Translation are not resolved within thirty calendar days of receiving the suspension notice, Tektime may permanently terminate this Agreement. In this case, the rights granted to the Translator for the Translation of the Book into the Language will be withdrawn and will revert to the DDD. Neither Tektime nor the DDD shall pay any compensation to the Translator. If the DDD has paid a Translation Fee, this amount will be refunded to the DDD within 60 calendar days. Tektime reserves the right to apply a percentage withholding on this amount, not exceeding 10%, to cover any transaction fees for the transfer of funds.

13.2 Resolution with penalties

In relation to what is indicated in section 5.3 b) (Final Translation) the DDD may withdraw from this Agreement, however incurring the penalties indicated below:

- a) After the DDD has approved the Initial Translation, but before the Translator has completed the Final Translation, the DDD intending to withdraw from this Agreement must provide written notice, via email, to both the Translator and Tektime. In the event of withdrawal, the DDD must pay a total amount of **€500.00** (five hundred) , of which **80% will be paid to the Translator and 20% to Tektime** . Any costs actually incurred by the Translator prior to the request to terminate the Agreement may be added to this amount, provided they are duly documented.
- b) After approval of the Final Translation, the DDD wishing to withdraw from this Agreement will be required to provide written notice, via email, to both the Translator and Tektime. In the event of withdrawal, the DDD will be required to pay a total amount of **€1,000.00** (one thousand) , of which **80% will be paid to the Translator and 20% to Tektime** . Any costs actually incurred by the Translator prior to the request to terminate the Agreement may be added to this amount, provided they are duly documented.
- c) Any Translation Contribution paid by the DDD may be withheld as partial or total compensation for the amount owed to the Translator as indicated in points a) and b) of this section.

14. Liability and indemnity

Tektime assumes no responsibility towards third parties regarding the intellectual property and economic exploitation rights relating to the Translated Book inserted into the Portal by the DDD and translated by the Translator, for its distribution through the Portal and Tektime's distribution channels. In relation to the Translated Book and its contents, the DDD declares and guarantees that he has all necessary economic exploitation rights, including, for example, the right to publish, reproduce, distribute, communicate, and rent the Book and its contents in Italy and abroad, as well as all secondary and related rights. In this regard, the DDD itself remains solely responsible for providing all indications and warnings to protect its interests and rights within the Book itself. The Author undertakes to indemnify Tektime, upon its simple request, from any

third-party claims relating to the intellectual property and economic exploitation rights relating to the Translated Book and its contents. If Tektime. If the User receives any disputes or claims from third parties concerning the intellectual property rights relating to the works distributed through the Portal and Tektime's distribution channels, he/she will notify the DDD, suspending the distribution of the Translated Book as a precaution, except as provided for in this article in terms of guarantee, liability and indemnity by the DDD. In the event of any claim or demand made by third parties due to content published by DDD and distributed by him/her through Tektime, or otherwise due to DDD's use of the services provided by Tektime in violation of the terms of this Agreement and the representations, warranties, and obligations set forth in this article, DDD will remain solely liable to third parties and, in any case, undertakes to indemnify Tektime from any prejudice, liability, or damage, including damage caused to third parties, arising from violations of the law or the provisions of this Agreement. Tektime will not be liable in any way to DDD or the Translator for any direct or indirect damages, including lost profits or lost opportunities, that may be claimed by DDD or the Translator.

If Tektime believes that deceptive, fraudulent, or illegal activity has occurred in relation to the Translated Book or DDD's or Translator's account, Tektime reserves the right to permanently withhold any payments due. Tektime may also offset any payments already made against future amounts due or request the return of amounts received. These amounts may be used to cover the costs of any legal proceedings initiated and/or to compensate third parties who have suffered damages due to deceptive, fraudulent, or illegal conduct.

15. Privacy and personal data processing provisions

The provisions on privacy and the processing of personal data are described in **Appendix B**, which is an integral part of this agreement.

16. Applicable law and competent court

The substantive and procedural laws of the Italian State apply to this contract.

Any dispute in any way connected to this Agreement will be under the exclusive jurisdiction of the Court of TERNI - ITALY.

Rights Holder

Name/Company Name:

Address:

Signature of the Rights Holder:

Translator

Name/Company Name:

Address:

Translator's Signature

Tektime Srls

Via Armando Fioretti, 17

05030 – Montefranco – Terni – Italy

Signature of legal representative :

Danilo Clementoni**Date: (Effective Date)**

Appendix A

ORIGINAL BOOK DATA

Title:
Subtitle:
Series:
Author:
Language:
Number of words:

TRANSLATED BOOK DATA

Title:
Subtitle:
Series:
Translator:
Language:

DISTRIBUTION

Territories:

DELIVERY TIMES (calendar days from the date of submission to the Original Book Portal)

Initial Translation (5% of the Book):

Final Translation:

TRANSLATION CONTRIBUTION (EUR): _____

FLAT RATE EXPENSE REIMBURSEMENT (EUR) : _____

APPENDIX B

INFORMATION ON THE PROCESSING OF PERSONAL DATA

The user's personal data is used by Tektime SRLS, which is the data controller, in compliance with the personal data protection principles established by GDPR Regulation 2016/679.

METHODS AND PURPOSES OF DATA PROCESSING

We inform you that the data will be processed with the support of the following means:

- Informatics
- Mixed - electronic and paper

with the following purposes:

- Fulfillment of service provision contract
- Fulfillment of tax or accounting obligations
- Data Protection Management
- Promotion of editorial products and marketing

Unless the interested party explicitly refuses, the user's data will also be processed for the following purposes:

- sending of proposals and commercial communications by email or SMS or fax, by both Tektime SRLS and both from partner companies (optional);
- market research and statistics, marketing and references on advertising communications (print, radio, TV, internet, etc.), product preferences (optional);

Any refusal to consent to the processing of data may make it impossible to use the service requested by the user.

LEGAL BASIS

Providing your data is mandatory for all legal and contractual purposes, and therefore any refusal to provide it, in whole or in part, may make it impossible to provide the requested services.

The company processes users' optional data based on consent, i.e., through explicit approval of this Privacy Policy and in relation to the methods and purposes described below.

CATEGORIES OF RECIPIENTS

Without prejudice to communications made in compliance with legal and contractual obligations, all data collected and processed may be communicated exclusively for the purposes specified above to the following categories of interested parties:

- Customers and users;
- Consultants and freelancers, including in association;
- Interested parties;

Furthermore, in managing your data, other categories of authorized persons and/or internal and external managers identified in writing and who have been provided with specific written instructions regarding data processing may become aware of the same.

TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

Business name	Village
Personal Data Management from User Contracts	United States (Amazon)

RETENTION PERIOD

Mandatory data for contractual and accounting purposes are retained for the time necessary to carry out the commercial and accounting relationship.

The data of those who do not purchase or use products/services, despite having previously contacted company representatives, will be immediately deleted or processed anonymously, unless their retention is otherwise justified, unless the data subjects' informed consent has been obtained for subsequent commercial promotion or market research activities. The retention period for this data is: 1 year.

RIGHTS OF THE INTERESTED PARTY

Pursuant to European Regulation 679/2016 (GDPR) and national legislation, the interested party may, in accordance with the procedures and within the limits established by current legislation, exercise the following rights:

- request confirmation of the existence of personal data concerning him or her (right of access);
- know its origin;
- receive intelligible communication about it;
- have information about the logic, methods and purposes of the processing;
- request the updating, rectification, integration, deletion, transformation into anonymous form, or blocking of data processed in violation of the law, including data no longer necessary for the purposes for which it was collected;
- in cases of consent-based processing, receive your data provided to the owner, in a structured and machine-readable format and in a format commonly used by an electronic device;
- the right to lodge a complaint with the Supervisory Authority.

The above requests should be addressed to Tektime Srls by sending an email to: **info@tektime.it**

DATA CONTROLLER

The Data Controller of your personal data is **Tektime SRLS Unipersonale** - Via Armando Fioretti, 17 - 05030 Montefranco (TR) – ITALY - VAT number: 01585300559

This Privacy Policy may be subject to change over time—including due to the entry into force of new industry regulations, the updating or provision of new services, or technological innovations—so users/visitors are encouraged to periodically consult this page www.traduzionelibri.it/privacy.asp.