

TEKTIME
STANDARD CONTRACT FOR TRANSLATION AND DISTRIBUTION

Version: 2.4 (30 March 2019)

1. Definitions

- 1.1 This standard contract for translation and distribution (hereinafter referred to as the "**Contract**") is a binding contract between the company Tektime Srls, based in via Armando Fioretti, 17 - 05030 - Montefranco (TR) - Italy - Partita VAT / Tax Code 01585300559 (hereinafter referred to as "**Tektime**") and the persons or companies identified in the "**Signature Page**" as "**Rights Holder**" and "**Translator**".
- The purpose of this Agreement is to translate a book, novel, work or writing of any kind (hereinafter referred to as "**Book**") into a language other than the original (hereinafter referred to as "**Language**"). The Book translated into the Language (from now on referred to as the "**Translated Book**") will be distributed and marketed by Tektime in the territories (from now on referred to as "**Territories**") indicated in Appendix A ("**Territories**").
- 1.2 "**Rights Holder**" is the person who legally holds the copyright (intellectual and industrial property) of the Book. From now on referred to as **DDD**.
- 1.3 "**Translator**" is the natural person or legal person who will translate the Book into the Language indicated in Appendix A ("**Language**").
- 1.4 "www.traduzioneibri.it" is the operational portal (hereinafter referred to as the "**Portal**") where DDD, Translator and Tektime will interact for the realization of the translation and distribution project of the Translated Book, subject of this Contract.
- 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 number of words that compose it, which the Translator must translate and submit to the DDD for first approval (see section 5).
- 1.7 "**Final Translation**" is the complete translation of the Book that the Translator must perform and submit to the DDD for final approval (see section 5).
- 1.8 "**Contract date**" is the date on which the DDD will have accepted the Translator's translation proposal and will have affixed his signature.
- 1.9 "**Effective date**" is the effective date of signature of the contract and will correspond to that on which Tektime will have affixed its digital signature.
- 1.10 "**Work start date**" is the date by and no later than which the translation work must begin. This date will be defined by the Translator or, failing this, it will correspond to the calendar day following that of the sending of the Original Book to the Portal by the DDD. From that date the deadlines for the delivery of the Initial Translation and the Final Translation will start.
- 1.11 "**Cover Price**" is the sale price of the Translated Book including VAT where applicable.
- 1.12 "**Translation Contribution**" is an amount that the DDD **optionally** establishes for each Language and that the Translator will receive in any case, even if the Translated Book does not sell even a copy. This contribution must be paid simply by purchasing, in the online library made available on the Portal, a "**Golden Copy**" of the translated book, that is a special copy whose cost will be equivalent to what is established as a Translation Contribution plus a lump sum reimbursement of expenses, indicated in the Appendix A under the item "**Reimbursement of lump sum expenses**", relating to the expenses that Tektime may incur for the support activities related to the Translation Contribution. The Translation Contribution will be treated 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 collected 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 one who holds the rights to print, publish and distribute the original Book, even on a non-exclusive basis.

1.14 " **Publication**" is the operation that the DDD must carry out through the Portal for the delivery of the Translated Book to Tektime, which will arrange for its definitive sale. The distribution and the sale of the Book Translated will be completely run by three and by Tektime as described in Section 7.

1.15 " **Publication Date**" is the date on which the Translated Book will be published and placed on the market. This date corresponds to Ra to that in which Tektime will assign an ISBN to the Book Translated and register it officially with the Inland Italian ISBN (<http://www.isbn.it/>) .

2. Object of the Agreement

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 indicated in Appendix A ("**Territories**").

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

2.4 The translation can also be carried out by several people, companies or other translators but the final manager will be only the Translator. DDD and Tektime will interact only with him for the entire duration of the Contract.

3. **Representations and guarantees** Upon registering on the Portal, the DDD and the Translator undertake to communicate, for the entire duration of the relationship, their personal, true and complete data and any changes thereof, necessary for invoicing and any fiscal and contractual fulfillment.

3.1 The DDD declares and guarantees that:

- a) owns or controls the distribution rights of the Book and has the full right, power and authority to enter into and comply with this Agreement ;
- b) is the owner of an account registered on the Portal;
- c) has obtained from Tektime all the 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 copyright, trademark, publicity rights, privacy o moral rights;
- e) the Book does not contain any defamatory or libelous material, as established by the laws applicable in the Territories;
- f) will be solely responsible and personally liable for any violation of any copyright that may be violated with respect to this Agreement;

3.2 the Translator declares and guarantees that:

- a) is free from any constraint and can operate freely, in compliance with this Agreement;
- b) has not entered into agreements or commitments that prevent or interfere with the fulfillment of the obligations under this Agreement;
- c) is the owner of an account registered on the Portal;

- d) the translation of the Book will be original and will not infringe or violate the rights of privacy, publicity, copyright or any other legal right of any kind in relation to third parties;
- e) the costs of translating the Book will be fully borne by you and you will not be able to claim fees other than those established in this Agreement (section 10).

4. Execution of services

4.1 Preliminary steps

The execution of 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 may:

- Search for the Translator that best suits your translation needs;
- Request the translation of their original Book from the translators present on the Portal;
- Exchange with the translators messages, both by internal mail and by e-mail, in relation to the carrying out of the translation project.

b) The Translator may:

- Search for the books to be translated that best suit your translation needs;
- Exchange messages with the authors, both by internal mail and by e-mail, in relation to the carrying out of the translation project.
- Propose, to the authors present on the Portal, the translation of their books 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 in the Portal;
 - the times for completing the Initial Translation (calendar days);
 - the times for completing the Final Translation (calendar days).

If the translation proposal formulated by the Translator to the DDD is not accepted within thirty days of the request, this proposal will be automatically canceled.

4.2 Finalization of the agreement

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

This Agreement must be signed by all parties through a legally recognized digital signature or through alternative methods that still guarantee the legal validity of the Agreement. All the phases of the digital signature of the Contract will be managed directly in the Portal made available by Tektime. If you do not have a valid digital signature, the contract can be signed by hand and sent to the Portal together with your valid identity document.

4.3 Phases operativ and

All the times in which the following operations must be carried out are indicated in Appendix A ("**Work Delivery Times**"). Should the Translator be unable, for personal reasons, to complete the Initial Translation and / or the Final Translation within the established deadlines, he / she may request Tektime, by e-mail, for an extension of these terms, not exceeding thirty calendar days, which it must be approved by both the DDD and Tektime itself. In case of approval of the extension, Tektime will modify these terms and will add, in the Translation tab on the Portal, a note indicating this variation.

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, complete 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 be translated;
- e) The Translator establishes the times for the start of the translation work (Work Start Date) and the times for the delivery of the Initial Translation and the Final Translation;
- f) the DDD accepts provides the Translator with an electronic copy of the Book which can be modified and not protected by any Digital Rights Management protocol;
- g) the Translator delivers to the DDD, for approval, the Initial Translation and the translation of the description of the Book;
- h) the DDD approves the Initial Translation or requests the Translator to revise the Initial Translation. The revisions allowed will be a maximum of two (2). Times and methods are described in section 5;
- i) The DDD, in the event that it has established a Translation Contribution, after the approval of the Initial Translation, will have to purchase a Golden Copy of the Book for an amount equal to what is established in section 4.3 point b) plus any Lump-sum 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 revise the Final Translation. The revisions allowed will be a maximum of three (3). Times and methods are described in section 5;
- l) Tektime definitively approves the Final Translation
- m) the DDD proceeds with the publication sends ndo the digital version of the portal Finale Translation in EPUB2 format or EPUB3 or other formats in the future will be taken at the digital readout systems of e-books, with clearly stated the name of the translator , the title of the original work and any Publisher;
- n) the DDD sends the cover of the Translated Book in digital format (jpg);
- o) the DDD establishes the final sale 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, cover included and any paper version, 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 relative amount will be divided between the Translator and Tektime as if it came from the normal sales proceeds, in the manner established in section 10 . The DDD will not participate in this division.
- t) the DDD, the Translator and Tektime divide the proceeds deriving from the normal sales of the Translated Book, as indicated in section 10 and section 1 1 .

5. Approvals

5.1 Standard

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

- Approval of the Initial Translation;

- Approval of the Final Translation.

The DDD agrees to work with the Translator in good faith and proposes constructive and specific suggestions in relation to its approval rights, in order to obtain the Translator's approval. It also undertakes not to delay or deny, without justified reason, the approval of the Final Translation.

The DDD will provide its approval through the appropriate approval function prepared 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** in relation to the Initial Translation, and within **thirty calendar days** from the presentation of the Final Translation.

The Translator undertakes to work with the DDD in good faith, to carry out, as far as 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, always if requested by the DDD. Such reviews must be provided within ten days of the request if possible.

5.2 Automatic

a) Initial Translation

If the DDD does not respond, within seven calendar days, to the request for approval of the Initial Translation formulated by the Translator, (or to the new revision of the Initial Translation requested by the DDD), Tektime will send the DDD an e-mail with the invitation for approval. . If the DDD does not even respond to Tektime's request, approval will be given automatically by the system, as if it had been authorized by the DDD itself. In the event that the DDD has established a Translation Contribution, the automatic approval cannot be applied and will proceed as indicated in section 5.3 point a).

b) Final Translation

If the DDD does not respond, within thirty calendar days, to the request for approval of the Final Translation formulated by the Translator (or to the new revision of the Final Translation requested by the DDD), Tektime will send the DDD an e-mail with an invitation for approval. If the DDD does not even respond to Tektime's request, the approval will be given automatically by the system as if it had been authorized by the DDD itself.

In the event that the DDD was unable to revise the Final Translation within the times indicated, he may request Tektime to postpone the approval of the Translated Book for a further ten calendar days. However, even after this deadline without the DDD having approved the Final Translation, the approval will be given automatically by the system as if it had been authorized by the DDD itself.

5.3 Refusal of Approval

a) Initial Translation

In the event that the DDD decides to reject the Initial Translation made by the Translator, the DDD must notify the Translator himself, by e-mail or internal mail, indicating any changes he would like to have made. The Translator will have to make the changes requested by the DDD within the time allowed for the revision of the Initial Translation. In the event that the Translator is unable to provide the requested changes or if the DDD also refuses the new versions provided by the Translator, each of the parties may withdraw from this Agreement, providing written notice to the other, no later than ten calendar days after the end of the terms within which the Translator should have completed the revision, or no later than ten calendar days from the date on which the DDD rejected the revision. No

penalty or compensation of any kind will be applied to either party or the other.

b) Final Translation

In the event that the DDD decides to reject the Final Translation made by the Translator, the DDD must notify the Translator in writing, indicating any changes and corrections he would like to have made. The Translator will have to make the changes requested by the DDD on time and submit a new revision of the Final Translation. If the DDD refuses three or more proposed revisions, the Translator may request the intervention of Tektime, to determine if the reasons that prevent the DDD from approving the Final Translation are actually valid, or if the Final Translation must be approved. Tektime's request for intervention must be made via e-mail 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 correspondence in style, form and consistency. Tektime will be able to suggest, again by e-mail, any recommendations to both parties in order to improve the Final Translation to obtain definitive approval.

If Tektime deems that the Final Translation can be approved and the DDD agrees, the Final Translation will be considered as if the DDD had approved it directly. If the DDD does not agree with Tektime's assessment, the DDD may withdraw from this Agreement, incurring the penalties provided for in favour of the Translator as indicated in section 1 3 .2.

The Translator is aware that, in the event of termination of this Agreement, as permitted by the termination clauses present in the Agreement itself, the DDD may consider itself free from any restrictions or constraints and request a new translation of the Book from another person. The DDD will no longer have any obligation 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 on time, the clauses for withdrawal and any penalties are described in section 1 3 .

5.4 Tektime approval

At any time, before or after publication, Tektime may evaluate the Final Translation of the Translated Book for consistency with the high quality international standards of the translated books. Tektime shall have the right to accept or reject the Translated Book at its sole discretion, or may request changes to adapt the Translated Book to Tektime's standards for translated books. Should Tektime refuse the Translated Book, this Agreement will be considered canceled and neither party to this Agreement will have any claim against the other parties.

6. Publication of the translated Book

The DDD, after the final approval of the Translated Book (Standard, point 5.1 or Automatic, point 5.2) must, within **seven calendar days**, proceed with the publication of the Translated Book in the manner and through the procedure made available on the Portal. After this deadline, Tektime will send a communication by email to the DDD with an invitation to proceed with the publication. If within **seven calendar days** of such communication, the DDD has not yet published the Translated Book, it will be carried out directly by Tektime. In this case, the costs relating to the conversion of the Translated Book into an ebook and the costs relating to the creation of the cover of the ebook itself will be charged to the DDD. These costs will be those listed in the Portal at the time of automatic approval and will be directly deducted from the fees due to the DDD, in relation to the proceeds from sales (section 10.). In the event that the DDD has established a Translation Contribution, this amount will be duly 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, the DDD is strictly **prohibited** from marketing, distributing or selling the Translated Book in any manner and form in the Language indicated in this Agreement, in all the Territories established and indicated in Appendix A ("**Territories**"). It will also not be possible for the DDD to grant third parties the right to market, distribute or sell the Translated Book in any manner and form in the Language indicated in this Agreement, in all the Territories established and indicated in Appendix A ("**Territories**"). The DDD may in any case carry out promotional activities for the Translated Book, advertising of any kind (internet, search engines, magazines, press, etc.) in order to encourage the purchase of the Translated Book distributed by Tektime.

7.2 Translator

During the exclusive distribution period of the Book Translated by Tektime, as described in Section 7.4, it is made **absolute prohibition** to the translator to market, sell or distribute in any form and manner as the Book Translated into the language specified in this Agreement, in all the Territories established and indicated in Appendix A ("**Territories**"). It will also not be possible for the Translator to grant third parties the right to market, distribute or sell the Translated Book in any form and form in the Language indicated in this Agreement, in all the Territories established and indicated in Appendix A ("**Territories**"). The Translator may in any case carry out promotional activities for the Translated Book, advertising of any kind (internet, search engines, magazines, press, etc.) in order to encourage the purchase of the Translated Book distributed by Tektime.

7.3 **Publisher** The Publisher, after registering and creating his account on the Portal, may also register his authors on the Portal, so that they too can use all the services made available on the Portal. The Publisher must indicate which specific services he intends to provide to the authors registered by him or who have explicitly indicated him as their Publisher. The services that the Publisher may provide, in relation to Translated Books, may be:

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

The execution of the aforementioned services by the Publishers must be authorized by Tektime and will in any case be regulated by specific agreements that Tektime will establish with the Publisher (printing costs, times and methods of providing services, commissions, etc.). The provision of the aforementioned services will be granted in a non-exclusive manner. Tektime reserves the right to provide all or part of the aforementioned services directly in the event of default by the Publisher and in any case to support a better marketing and sale of the Translated Books.

7.4 Tektime

a) **Exclusive distribution license.** The DDD and the Translator grant Tektime the exclusive license for five (5) years, starting from the Publication Date , to use, reproduce, show, market, sell and distribute the Translated Book in all Territories, in all currently known formats. o in the future developed, both digital (ebook) and paper, and for seven (7) years, starting from the Publication Date , to use, reproduce, show, market, sell and distribute any audiobook version of the Book in all Territories Translated, in all formats currently known or in the

future developed . This period is called the " **Initial Distribution Period**". After such period this Agreement will be renewed automatically from year to year ("**Additional Distribution Period**"), unless the DDD or Tektime provides formal cancellation by email, at least sixty (60) days before the expiration of the "Period of Initial Distribution "or at least sixty (60) days prior to the expiration of the" Additional Distribution Period ". The "Initial Distribution Period" and the "Additional Distribution Period" will hereafter be referred to solely as the "**Distribution Period**" . During the Distribution Period Tektime will be identified as the publisher or publisher of the Translated Book.

- b) **Right of modification.** During the Distribution Period, Tektime may modify, reformat, code and adapt the Translated Book to make it compatible with the needs of the distribution and sale service of the Translated Book itself. These changes may include, by way of example but not limited to:
- addition of details and information relating to the distribution;
 - correction of spelling errors or typos in general;
 - changes to the print format;
 - adaptations of the size and format of the cover image for compatibility with the different distribution channels;
 - modifications of the digital file to adapt to international standards;
 - etc.
- c) **Territories expansion.** The DDD may, at any time, by e-mail, request Tektime to expand the Territories in which the Translated Book may be distributed. The DDD confirms and accepts that, for the new Territories in which the Translated Book will be distributed, the same conditions indicated in section 3 of this Agreement will apply. Tektime will expand the distribution Territories starting from the date of the DDD request and will have the same distribution and marketing rights on the new Territories as applied to the Territories indicated and authorized before the expansion request.
- d) **Extract from the Translated Book .** During the Distribution Period, the DDD, in the event that it should be requested by one or more distribution channels used by Tektime and solely and exclusively for advertising and promotional purposes, authorizes Tektime to produce an extract of maximum 20% of the number of total pages of the Translated Book and to make it available for viewing by the end customer.
- e) **Cover.** During the Distribution Period, the DDD and the Translator authorize no Tektime to use the cover image of the Translated Book, the title and all the other elements that compose it for advertising and promotion purposes of the Translated Book.
- 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, the DDD authorizes Tektime to use the name of the DDD, the image of the DDD and its complete biography or an extract thereof, for advertising and promotional purposes of the Translated Book. If the DDD were not the material author of the original book, the DDD guarantees Tektime the obtaining, from the author of the original book, of the rights to use the author's name, the author's image, his complete biography or an extract 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.);
 - realization of the cover of the Translated Book;
 - printing of the paper version of the Translated Book;
 - realization of the audio book version of the Translated Book;
 - paid advertising services on online bookstores, social networks, search engines and dedicated portals;
 - on request, any other service offered directly through the Portal;
- i) **Subcontracting.** Tektime may assign the subcontracting of part or all of the services covered by this Agreement to third parties. Tektime may grant the subcontractors the rights guaranteed by this contract. Tektime may grant the Publisher to provide, on a non-exclusive basis, the services that the Publisher itself has indicated in 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 in relation to this Contract.
- j) **Distribution of the Translated Book** . Tektime may distribute the Translated Book at its absolute and complete discretion. The DDD and translator accepts that Tektime shall have no obligation to distribute the Book Translated nor, once the distribution started, to continue with the distribution. The DDD accepts that Tektime will not provide any guarantee regarding the sales of the Translated Book nor will it guarantee in any way the sale of a minimum number of copies of the Translated Book. In any case, if Tektime has not started the distribution of the Translated Book within six months of its publication on the Portal, the DDD may send a communication to Tektime with an invitation to proceed with the distribution. If after three months from the confirmation of receipt of the aforementioned invitation to distribution, Tektime has not yet started the distribution of the Translated Book, this Agreement will be considered terminated thirty days after the DDD sends Tektime the communication of termination of this Agreement. At the end of the Contract, all the rights granted to Tektime, in relation to the Translated Book object of this contract, will be returned to the DDD.

8. Commissions

The sales and distribution channels, for the work of promoting, marketing and selling the Translated Book, deduct a percentage commission on the Cover Price of the Translated Book. These commissions may vary according to the sales channel, the distribution method and the Territories in which the Translated Book will be sold. In general, commissions can range from a minimum of 2 0% to a maximum of 7 5 % of the Cover Price excluding VAT where applicable. The quantification of the aforementioned commissions will be indicated in the Portal, when possible, and will in any case be highlighted by Tektime in the monthly report, as indicated in section 1 1 .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 established 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 sale price of the Translated Book, provided that it is set as close as possible to that decided by the DDD, to adapt it to any market or business needs. distribution, or parameterization of 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 proceeds will be subject to the taxes provided for by Italian law and to any international agreements between Italy and the country of tax residence that the DDD and the Translator will have declared during registration 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 Translator, as indicated in section 11 .

10. Division of income (royalties)

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

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

From	To	Author	Translator	Tektime
€ -	€ 1,000	15%	75%	10%
€ 1,000	€ 2,000	30%	60%	10%
€ 2,000	€ 4,000	50%	30%	10%
€ 4,000	€ 8,000	70%	20%	10%
€ 8,000	€ 900,000	80%	10%	10%

No compensation will be due or calculated in the Net Revenue for the distribution of copies of the Translated Book sent free of charge or for promotional, review, publicity or promotion purposes of any kind.

The Translator understands and accepts that he will not be entitled to the payment of any amount if he has violated his obligations, with Tektime or with the DDD, indicated in this Agreement. In this case, the proceeds will still be set aside until the dispute between the Translator and Tektime is resolved. Upon resolution of the dispute, any indemnity or other payment that the Translator should compensate Tektime may be deducted from the amounts previously set aside for the Translator.

The DDD understands and accepts that it will not be entitled to the payment of any amount if it has violated its obligations, with Tektime or with the Translator, indicated in this Agreement. In this case, the proceeds will still be set aside until the dispute between the DDD and Tektime is resolved. Upon resolution of the dispute, any indemnity or other payment that the DDD should compensate Tektime can be deducted from the amounts previously set aside for the DDD.

11. Terms and methods of payment

11.1 Tektime will report monthly, to the DDD and to the Translator in the specific section of the Portal ("sales"), the sales trend of the Translated Book where the copies sold and the relative turnover will be indicated.

11.2 Tektime, at the end of each month , will automatically generate an invoice request (in the case of a legal person) or a request to issue a notula (in the case of a natural person) for both the DDD and the Translator, relating to the proceeds from the sale of Translated Book (Net Turnover), broken down as indicated in section 8 .

11.3 The DDD and the Translator must each issue the respective invoice or notula and send it to

Tektime through the Portal.

11.4 Tektime, immediately after 60 days from the date of the invoice or notification, will send the payment to the DDD and to the Translator in the manner that will have been indicated when registering on the Portal.

In the event that the amount that Tektime must pay to the DDD or the Translator is less than 50 Euros, this amount will be set aside and accumulated in the proceeds of the subsequent period until the threshold of 50 Euros is reached. Upon exceeding this threshold, the proceeds may be liquidated and payment will be made in the manner indicated in the previous points 1 1 .2, 1 1 .3 and 1 1 .4.

The accounts and payments of proceeds will be made exclusively in EURO. Tektime will not be liable for any losses resulting from changes in exchange rates in other currencies.

12. Moral and material rights of the translator

The Translator, by signing this contract, declares to accept and therefore accepts that at the end of the Distribution Period (section 7.4) or, in case of early termination of the Contract, at the Date of Termination of the Contract (section 13), the rights moral and material due to him on the translated work are considered to be transferred to the DDD who will acquire full ownership without the need for a further device or other formality. By virtue of the above, the remuneration received by the Translator during the Distribution Period, deriving from the proceeds from the sales of the Translated Book and the possible Translation Contribution, are considered all-inclusive and therefore remunerative also for the transfer to the DDD of moral and material rights of the Translator on the Translated Book. At the end of the contract, therefore, the Translator cannot claim or claim any further rights in the Translated Book against the DDD.

13. Termination of the Agreement

13.1 Termination without penalty

a) DDD

In relation to what is indicated in 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 finish the translation work, for reasons that go beyond his or her will (force majeure), including legislative changes, armed conflicts, inability to understand and want to , death or any other similar cause, Tektime may suspend the Translator's services by giving him written notice via e-mail. If the causes that prevent the Translator from continuing and / or completing the Translation of the Book are not resolved within thirty calendar days of receiving the notice of suspension, Tektime may permanently withdraw from this Agreement. In this case, the rights granted to the Translator for carrying out the Translation of the Book in the Language will be withdrawn and will return to the DDD. Neither Tektime nor the DDD will have to pay any remuneration to the Translator. In the event that the DDD has paid a Translation Contribution, the relative amount will be returned to the DDD within 60 calendar days. Tektime reserves the right to apply a percentage deduction on this amount, not exceeding 10%, to cover any transaction fees for the transfer of funds.

13.2 Termination with penalties

In relation to what is indicated in section 5.3 b) (Final Translation) the DDD may withdraw from

this Agreement, incurring however the penalties indicated below:

- a) After the DDD has approved the Initial Translation but before the Translator has completed the Final Translation, the DDD who intends to withdraw from this Agreement will be obliged to notify the Translator and Tektime in writing by e-mail. and must pay the Translator the amount of Euro 400.00. Any costs incurred by the Translator prior to the request for termination of the Contract may be added to this amount, if duly documented.
- b) After the approval of the Final Translation, the DDD who intends to withdraw from this Agreement will be obliged to notify the Translator and Tektime in writing by e-mail and must pay the Translator the amount of Euro 800.00. Any costs incurred by the Translator prior to the request for termination of the Contract may be added to this amount, if duly documented.
- c) Any Translation Contribution paid by the DDD may be withheld as partial or total compensation of the amount due 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 the rights of economic use relating to the Translated Book inserted in the Portal by the DDD and translated by the Translator, for its distribution through the Portal and in the Tektime distribution channels. In relation to the Translated Book and its contents, the DDD declares and guarantees that it has all the necessary right of economic use, including, for example, the right of publication, reproduction, distribution, communication and the right to rent the Book and of its contents in Italy and abroad as well as all secondary and related rights, in this regard it remains the sole responsibility of the DDD itself to provide all indications and warnings to protect its interests and rights within the Book itself. The Author undertakes to hold Tektime harmless, at the simple request of the latter, from any third party claims concerning intellectual property and economic use rights relating to the Translated Book and its contents. Where Tektime. receives disputes or claims from third parties concerning the intellectual property rights relating to the works distributed through the Portal and the Tektime distribution channels, will notify the DDD, cautiously suspending the distribution of the Translated Book, except as provided in this article in terms of warranty, liability and indemnity by the DDD.

In the event of any claim or claim made by third parties due to the contents published by the DDD and distributed by him through Tektime, or in any case due to the use by the DDD of the services provided by Tektime. in violation of the conditions referred to in this Agreement and the declarations, guarantees and obligations referred to in this article, the DDD will remain solely responsible towards third parties and, in any case, undertakes to indemnify Tektime from any prejudice, liability, damage , also caused to third parties, deriving from violations of the law or of the provisions of this Agreement. Tektime will not be liable in any way towards the DDD and the Translator, for any direct or indirect damage caused, including lost profits or loss of opportunities, which may be claimed by the DDD or the Translator.

15. Provisions on privacy and the processing of personal data

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

16. Applicable law and competent court

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

Any dispute in any case connected to this Contract will be the exclusive competence of the Court of TERNI - ITALY.

FACSIMILE
Automatically translated

SIGNATURES PAGE

Rights Holder

Name / Company name:

Address:

Rights Holder Signature:

Translator

Name / Company name:

Address:

Translator signature

Tektime Srls

Via Armando Fioretti, 17

05030 - Montefranco - Terni - Italy

Legal representative signature :

Danilo Clementoni

Date: (Effective Date)

FACSIMILE
Automatically translated

Appendix A

ORIGINAL BOOK DATA

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

BOOK DATA TRANSLATED

Title:
Subtitle:
Series:
Translator:
Language:

DISTRIBUTION

Territories:

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

Initial Translation (5% of the Book):
Final Translation:

TRANSLATION FEE (EUR): _____

REIMBURSEMENT OF EXPENSES (EUR) : _____

APPENDIX B

INFORMATION ON THE PROCESSING OF PERSONAL DATA

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

METHOD AND PURPOSE OF DATA PROCESSING

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

- Information technology
- Mixed - electronic and paper

with the following purposes:

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

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

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

Any refusal to allow data processing could make it impossible to use the service requested by the user.

LEGAL BASIS

The provision of data is mandatory for all that is required by legal and contractual obligations and therefore any refusal to provide them in whole or in part may make it impossible to provide the requested services.

The company processes the users' optional data on the basis of consent, i.e. through the 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 also in associated form;
- Interested;

Furthermore, in the management of your data, other categories of authorized persons and / or internal and external managers identified in writing and to whom specific written instructions have been provided on the processing of data may become aware of the same .

TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

Activity name	country
Personal Data Management from User Contracts	United States (Amazon)

CONSERVATION PERIOD

The data required for contractual and accounting purposes are kept 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 had a previous contact with company representatives, will be immediately deleted or treated anonymously, where their conservation is not otherwise justified, unless it has been validly acquired. the informed consent of the interested parties relating to a subsequent commercial promotion or market research activity. The retention period of such data is: 1 year

RIGHTS OF THE INTERESTED PARTY

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

- request confirmation of the existence of personal data concerning him (right of access);
- know its origin;
- receive intelligible communication;
- have information about the logic, methods and purposes of the processing;
- request the updating, rectification, integration, cancellation, transformation into anonymous form, blocking of data processed in violation of the law, including those no longer necessary for the pursuit of the purposes for which they were collected;
- in cases of consent-based processing, receive their data provided to the owner, in a structured and readable form by a data processor 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 the address: **info@tektime.it**

OWNER OF TREATMENT OR

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 undergo changes over time - also related to the possible entry into force of new sector regulations, the updating or provision of new services or technological innovations - for which the user / visitor is invited to consult periodically this page www.traduzioneibri.it/privacy.asp.

SIGNATURES CONSENT DATA PROCESSING

Rights holder

The aforementioned Rights Holder, identified below, declares to have received complete information pursuant to Article 13 of EU Regulation 2016/679 and expresses consent to the processing and communication of their personal data with particular regard to the so-called particular ones in limits, for the purposes and for the duration specified in the information. and in particular it expresses or denies consent to data processing for the following purposes:

- Fulfillment of this contract (mandatory consent)

I accept I do not accept

- Sending proposals and commercial communications by e-mail or SMS or fax by both of Tekttime SRLS and of partner companies (*)

I accept I do not accept

- Market surveys and statistics, marketing and references on advertising communications (press, radio, TV, internet, etc.), product preferences (*)

I accept I do not accept

(*) The aforementioned consents have been filled in automatically based on your settings enter in his profile. If you want to change these settings, you must log in to your account and modify the section concerning your personal data.

HOLDER OF RIGHTS SIGNATURE

Translator

The aforementioned Translator, identified below, declares to have received complete information pursuant to Article 13 of EU Regulation 2016/679 and expresses consent to the processing and communication of their personal data with particular regard to the so-called particular ones within the limits, for the purposes and for the duration specified in the information. and in particular it expresses or denies consent to data processing for the following purposes:

- Fulfillment of this contract (mandatory consent)

I accept I do not accept

- Sending proposals and commercial communications by e-mail or SMS or fax by both of Tekttime SRLS and of partner companies (*)

I accept I do not accept

- Market surveys and statistics, marketing and references on advertising communications (press, radio, TV, internet, etc.), product preferences (*)

I accept I do not accept

(*) The aforementioned consents have been filled in automatically based on your settings enter in his profile. If you want to change these settings, you must log in to your account and modify the section concerning your personal data.

TRANSLATOR SIGNATURE

DATE: _____