

## TEKTIME

### STANDARD CONTRACT FOR AUDIOBOOK NARRATION AND DISTRIBUTION

Version: 1.4 (March 30, 2019)

#### 1. Definitions

1.1 This Standard Contract for Narration and Distribution (hereinafter referred to as the "Contract") is a binding agreement between the company Tektime S.r.l.s., located at via Armando Fioretti, 17 – 05030 - Montefranco (TR) – Italy – VAT/Tax Code 01585300559 (hereinafter referred to as "Tektime") and the individuals or companies identified in the "Signature Page" as "Rights Holder" and "Narrator." The purpose of this Contract is to create the audio version (hereinafter referred to as "Audiobook") of a book, novel, work, or any written material of any kind (hereinafter referred to as "Book"). The Audiobook will be distributed and marketed by Tektime in the territories (hereinafter referred to as "Territories") specified in Appendix A ("Territories").

1.2 "Rights Holder" is the individual or entity legally holding the copyright (intellectual and industrial property) of the Book, hereinafter referred to as RH.

1.3 "Narrator" is the natural person or legal entity who will narrate the Book in the original language specified in Appendix A ("Language").

1.4 "www.traduzioneLibri.it" is the operational portal (hereinafter referred to as the "Portal") where RH, Narrator, and Tektime will interact to create the audiobook narration and distribution project, the subject of this Contract.

1.5 "Title" is the title of the Book.

1.6 "Narration" is the process for creating the Audiobook.

1.7 "Initial Narration" is the narration of the initial part of the Book, corresponding to 5% of the total words it contains, which the Narrator must narrate and submit to RH for initial approval (see Section 5).

1.8 "Final Narration" is the complete narration of the Book that the Narrator must perform and submit to RH for final approval (see Section 5).

1.9 "Audio Sample" is an excerpt from the Audiobook to be used for promotional purposes, which the end customer can freely listen to before making a purchase.

1.10 "Contract Date" is the date on which RH accepts the Narrator's Narration proposal and signs it.

1.11 "Effective Date" is the actual date of contract signing and corresponds to the date on which Tektime affixes its digital signature.

1.12 "Start Date" is the date by which the Narration work must begin at the latest. This date will be defined by the Narrator or, in the absence of that, will correspond to the next calendar day after the Original Book is submitted to the Portal by RH. The countdown for the delivery of the Initial Narration and Final Narration will start from this date.

1.13 "Cover Price" is the Audiobook's selling price, including VAT where applicable.

1.14 "Narration Contribution" is an amount that RH optionally determines and the Narrator will receive in any case, even if the Audiobook does not sell a single copy. This fee must be paid simply by

purchasing a "Golden Copy" of the Audiobook in the online bookstore provided on the Portal. The Golden Copy is a special copy whose cost will be equivalent to the Narration Contribution plus a flat-rate expense reimbursement, indicated in Appendix A under "Flat-rate expense reimbursement," for the expenses that Tektime may incur for support activities related to the Narration Contribution. The Narration Contribution will be considered as if it were sales revenue of the Audiobook and will be accounted for in the revenue sharing. RH will not participate in the division of this amount. The Narrator can withdraw the Narration Contribution only upon completion of the Final Narration and after the final approval of the Final Narration by RH and Tektime.

1.15 "Publisher" is the entity holding the rights to print, publish, and distribute the Original Book, even on a non-exclusive basis.

1.16 "Publication" is the operation that RH must carry out through the Portal to deliver the Audiobook to Tektime, which will proceed with its final sale. The distribution and sale of the Audiobook will be entirely managed by Tektime as indicated in Section 7.

1.17 "Publication Date" is the date on which the Audiobook will be published and released for sale. This date will correspond to the one on which Tektime assigns the ISBN code to the Audiobook and officially registers it with the Italian ISBN Agency (<http://www.isbn.it/>).

## **2. Object of the Contract**

2.1 RH commissions the Narrator to narrate the Book specified in Appendix A ("Book") in the language specified in Appendix A ("Language").

2.2 The Audiobook will be distributed in the Territories specified in Appendix A ("Territories").

2.3 RH commissions Tektime for the distribution and sale of the Audiobook in the Territories specified in Appendix A ("Territories").

## **3. Declarations and Warranties**

Upon registration on the Portal, RH and the Narrator undertake to provide, for the entire duration of the relationship, their truthful and complete personal data necessary for billing and any tax and contractual compliance.

**3.1** RH declares and warrants that:

a) It owns or controls the distribution rights of the Book and has the full right, power, and authority to enter into and comply with this Contract.

b) It is the holder of a registered account on the Portal.

c) It has obtained from Tektime all necessary rights to act under this Contract.

d) The sale and distribution of the Audiobook, as permitted by this Contract, will not violate any applicable law or infringe or violate 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 slanderous material, as determined by the applicable laws in the Territories.

f) It will be solely responsible and personally liable for any breach of copyright that may occur concerning this Contract.

### 3.2 The Narrator declares and warrants that:

- a) They are free from any constraints and can operate freely in compliance with this Contract.
- b) They have not entered into agreements or commitments that prevent or interfere with the fulfillment of the obligations under this Contract.
- c) They are the holder of a registered account on the Portal.
- d) They will submit to the Portal up to 5 (five) examples of text narrated by them with different pronunciation styles, each with a maximum length of one minute. These examples can be listened to by the authors and Tektime to select the Narrator who best fits the narration requirements of the Book.
- e) The narration of the Book will be original and will not infringe or violate privacy, publicity rights, copyrights, or any other legal rights of any kind of third parties.
- f) The costs of narrating the Book will be entirely borne by them, and they cannot claim compensation beyond what is specified in this Contract (Section 10).
- g) In case of errors or typos in the Original Book, they will correct them and communicate them to RH through the specific function provided on the Portal.
- h) The Audiobook provided will be sent to the Portal in the ways indicated in the Portal itself and will comply with the following technical specifications:
  - MP3 file format, mono or stereo, at 192kbps or higher with constant bit rate (CBR) at 44.1 kHz
  - Consistent in sound and overall formatting. The volume will be between -23dB and -18dB RMS, with maximum peak values of -3dB and a maximum noise level of -60dB
  - Will include minimum opening credits: title, subtitle (if applicable), author, narrator, and closing credits (End)
  - Will consist of all mono files or all stereo files
  - Will include an Audio Sample to be used for Audiobook promotion, with a minimum duration of one minute and a maximum duration of five minutes
  - The Audiobook will consist of multiple mp3 files, each containing a single chapter/section, with a maximum duration of 120 minutes each, without background or external noises
  - The title of each chapter/section will be read out loud
  - Each file will have at least one second of silence at the beginning and from one to five seconds at the end.

## 4. Execution of Services

### 4.1 Preliminary Phases

The execution of the Book Narration phases will be carried out by the Narrator and the RH using the tools made available on the Portal.

a) RH can:

- Search for a Narrator that best fits its Narration needs;

- Request Narration of its Book from Narrators available on the Portal;
- Exchange messages with Narrators, both internally and via email, regarding the progress of the Narration project;
- Narrate its own Book independently, creating the corresponding Audiobooks.

b) Narrator can:

- Search for Books to narrate that best match its Narration style;
  - Exchange messages with authors, both internally and via email, regarding the progress of the Narration project;
- Propose to authors available on the Portal the Narration of their Books by providing:
  - Narration of the title, any subtitle, and series of the Book, in addition to the sample text provided by RH during the Book insertion into the Portal;
  - Timeframes for completing the Initial Narration (solar days);
  - Timeframes for completing the Final Narration (solar days).

If the Narration proposal made by the Narrator to the RH is not accepted within thirty days of the request, the proposal will be automatically deleted.

#### 4.2 Agreement Finalization

Once the RH has analyzed and evaluated the Narrator's offer, it approves it, effectively initiating the relationship with the Narrator, affixing its digital signature to the Contract, which will then be countersigned by both the Narrator and Tektime.

This Contract must be signed by all parties through legally recognized digital signatures or alternative methods that ensure the legal validity of the Contract. All phases of the digital signature of the Contract will be managed directly on the Portal provided by Tektime. If a valid digital signature is not available, the contract can be manually signed and sent to the Portal along with a valid identity document.

#### 4.3 Operational Phases

All deadlines for the following operations are indicated in Appendix A ("Work Delivery Times"). If, due to personal reasons, the Narrator is unable to complete the Initial Narration and/or Final Narration within the specified deadlines, they may request an extension of these deadlines from Tektime, via email, not exceeding thirty solar days, subject to approval by both the RH and Tektime. In case of approval of the extension, Tektime will modify these deadlines and add a note indicating such variation on the Narration tab present on the Portal.

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

- a) RH enters data related to the Book (title, subtitle, series, brief description, complete description, sales data, word count, etc.);
- b) RH optionally enters a Narration Contribution;
- c) RH uploads an extract of the Book in PDF format;

- d) RH searches for a Narrator or the Narrator searches for a Book to narrate;
- e) Narrator sets the start date for the Narration work (Work Start Date) and the deadlines for the delivery of the Initial Narration and Final Narration;
- f) RH provides the Narrator with an editable electronic copy of the Book, not protected by any Digital Rights Management protocol;
- g) Narrator submits the Initial Narration of the Book to the RH for approval;
- h) RH approves the Initial Narration or requests the Narrator to revise the Initial Narration. Only two (2) revisions are allowed. Timelines and procedures are described in Section 5;
- i) If the RH has set a Narration Contribution, after approving the Initial Narration, it must purchase a Golden Copy of the Book for an amount equal to that specified in section 4.3 point b) plus any Flat-rate expense reimbursement;
- j) Narrator completes the Final Narration and submits it to the RH for approval;
- k) RH approves the Final Narration or requests the Narrator to revise the Final Narration. Only three (3) revisions are allowed. Timelines and procedures are described in Section 5;
- l) Tektime finally approves the Final Narration;
- m) RH proceeds with the Publication, approving Tektime's distribution of the digital version of the Final Narration (Audiobook) present on the Portal. Simultaneously, it sends the Audiobook cover in digital format (JPG). The Audiobook will be distributed in MP3, M4B, AA, AAX, or other formats that may be adopted in the future by Audiobook digital reading systems and will be indicated on the Portal;
- n) RH sets the final selling price of the Audiobook, which must include any value-added tax (VAT) where applicable;
- o) Tektime verifies the Publication by checking the validity of the digital version of the Audiobook sent by the RH, the Audio Sample, and the cover, reserving the right to request any changes and adjustments;
- p) Tektime finally approves the Publication;
- q) Tektime assigns an ISBN code to the Audiobook, registers it with the Italian ISBN Agency, and begins its distribution and marketing through its sales channels;
- r) If the Rights Holder has set a Narration Contribution, the corresponding amount will be divided between the Narrator and Tektime as if it came from normal sales revenue, following the methods established in Section 10. The RH will not participate in this division.
- s) RH, Narrator, and Tektime share the proceeds from the normal sales of the Audiobook, as indicated in Section 10 and Section 11.

## 5. Approvals

### 5.1 Standard

The RH will only have the following two approval obligations:

- Approval of the Initial Narration;

- Approval of the Final Narration.

The RH agrees to work with the Narrator in good faith and, concerning its approval rights, to provide constructive and specific suggestions to facilitate the Narrator's approval. It also commits not to unreasonably delay or deny approval of the Final Narration without justifiable reasons. The RH will provide its approval through the specific approval function provided by Tektime on its Portal and agrees that such approval, once given, will be considered final.

The RH undertakes to give its approvals or request any necessary revisions within seven solar days concerning the Initial Narration and within thirty solar days from the presentation of the Final Narration.

The Narrator agrees to work with the RH in good faith and, as far as possible, make the revisions suggested by the RH. If requested by the RH, the Narrator agrees to provide at least two revisions of the Initial Narration and at least three revisions of the Final Narration, if requested by the RH. These revisions should be provided preferably within ten days of the request.

## **5.2 Automatic Approvals**

### **a) Initial Narration**

If the RH does not respond within seven solar days to the request for approval of the Initial Narration made by the Narrator (or the new revision of the Initial Narration requested by the RH), Tektime

will send an email to the RH inviting approval. If the RH does not respond to Tektime's request, the approval will be automatically given by the system, as if authorized by the RH itself. In case the RH has set a Narration Contribution, automatic approval cannot be applied, and the procedure indicated in section 5.3 point a) will be followed.

### **b) Final Narration**

If the RH does not respond within thirty solar days to the request for approval of the Final Narration made by the Narrator (or the new revision of the Final Narration requested by the RH), Tektime will send an email to the RH inviting approval. If the RH does not respond to Tektime's request, the approval will be automatically given by the system as if authorized by the RH itself.

If the RH was unable to review the Final Narration within the specified timeframe, it may request Tektime to postpone the approval of the Audiobook for an additional ten solar days. However, if this period also elapses without the RH's approval of the Final Narration, the approval will be automatically given by the system as if authorized by the RH itself.

## **5.3 Rejection of Approval**

### **a) Initial Narration**

If the RH decides to reject the Initial Narration performed by the Narrator, the RH must communicate this decision to the Narrator via email or internal message, indicating the modifications it would like to be made. The Narrator must make the requested modifications within the time specified for the Initial Narration revision. If the Narrator is unable to provide the requested modifications or if the RH also rejects the new versions provided by the Narrator, each party may terminate this Contract by providing written notice to the other party within ten solar days after the deadline for the Narrator to complete the revision, or within ten solar days from the

date on which the RH rejected the revision. No penalties or compensation of any kind will be applied to either party.

#### b) Final Narration

If the RH decides to reject the Final Narration performed by the Narrator, the RH must provide written notice to the Narrator, indicating the modifications and corrections it would like to be made. The Narrator must make the requested modifications within the specified timeframe and submit a new revision of the Final Narration. If the RH rejects three or more proposed revisions, the Narrator may request Tektime's intervention to determine whether the reasons preventing the RH from approving the Final Narration are valid or if the Final Narration should be approved. The request for Tektime's intervention must be made via email and must clearly outline all the reasons provided by both parties. Tektime will evaluate the Final Narration by comparing it with the Initial Narration, checking for style, form, and coherence. Tektime may suggest recommendations to both parties via email to improve the Final Narration to obtain final approval.

If Tektime believes that the Final Narration can be approved, and the RH agrees, the Final Narration will be considered approved as if the RH had approved it directly. If the RH does not agree with Tektime's assessment, the RH may terminate this Contract, incurring the penalties in favor of the Narrator as indicated in Section 13.2.

The Narrator is aware that in case of termination of this Contract, as permitted by the termination clauses in this Contract, the RH may consider itself free from any restrictions or obligations and may request a new Narration of the Book from another party. The RH will have no further obligations towards the Narrator regarding the Narration of the Book.

If the Narrator does not complete the Narration of the Book within the specified deadlines, the clauses for termination and any penalties are described in Section 13.

#### 5.4 Tektime Approval

At any time, before or after publication, Tektime may assess the Final Narration of the Audiobook for compliance with international standards of high-quality Audiobooks. Tektime shall have the right to accept or reject the Audiobook at its sole discretion, or may request modifications to adapt the Audiobook to Tektime's standards for Audiobook distribution. If Tektime rejects the Audiobook, this Contract shall be considered null and void, and none of the parties to this Contract shall have any claims against the other parties.

### 6. Publication of the Audiobook

Once the final approval of the Audiobook has been obtained (Standard, section 5.1 or Automatic, section 5.2), the RH must proceed with the publication of the Audiobook within seven solar days, using the methods and procedures made available on the Portal. If, within seven solar days of receiving a communication via email from Tektime, the RH has not published the Audiobook, Tektime will publish it directly. In this case, the RH will be charged for any costs related to the conversion of the Audiobook into standard format and the creation of the Audiobook cover. These costs will be based on the list prices indicated on the Portal at the time of automatic approval and will be deducted directly from the proceeds due to the RH from sales (section 10). If the RH has established a Narration Contribution, this amount will be credited to the Narrator in the same manner as indicated in section 1.12.

## **7. Distribution of the Audiobook**

### **7.1 RH**

During the exclusive distribution period of the Audiobook by Tektime, as indicated in section 7.4, the RH is strictly prohibited from commercializing, distributing, or selling in any manner or form the Audiobook covered by this Contract in all the Territories established and indicated in Appendix A ("Territories"). Furthermore, the RH cannot grant third parties the right to commercialize, distribute, or sell in any manner or form the Audiobook covered by this Contract in all the Territories established and indicated in Appendix A ("Territories"). However, the RH may engage in promotional activities for the Audiobook, including various types of advertisements (internet, search engines, magazines, print media, etc.) to encourage the purchase of the Audiobook distributed by Tektime.

### **7.2 Narrator**

During the exclusive distribution period of the Audiobook by Tektime, as indicated in section 7.4, the Narrator is strictly prohibited from commercializing, distributing, or selling in any manner or form the Audiobook covered by this Contract in all the Territories established and indicated in Appendix A ("Territories"). The Narrator is also prohibited from granting third parties the right to commercialize, distribute, or sell in any manner or form the Audiobook covered by this Contract in all the Territories established and indicated in Appendix A ("Territories"). However, the Narrator may engage in promotional activities for the Audiobook, including various types of advertisements (internet, search engines, magazines, print media, etc.) to encourage the purchase of the Audiobook distributed by Tektime.

### **7.3 Publisher**

The Publisher, after registering and creating their account on the Portal, may register their authors in the Portal so that they can avail themselves of all the services provided in the Portal. The Publisher, solely and exclusively for the Audiobooks narrated through Tektime's service, which are the subject of this contract and generated by the books of the authors they have registered, may indicate whether they intend to distribute them on a non-exclusive basis.

The execution of the aforementioned non-exclusive distribution service by Publishers must be authorized by Tektime and will be regulated by specific agreements that Tektime will establish with the Publisher (distribution costs, timing and methods of service provision, commissions, etc.). The provision of these services will be granted on a non-exclusive basis. Tektime reserves the right to directly provide the distribution service for the Audiobooks assigned to the Publisher, both in the event of non-compliance by the Publisher and to support better marketing and sales activities for the Audiobooks themselves.

### **7.4 Tektime**

a) Exclusive Distribution License: The RH and the Narrator grant Tektime an exclusive license to use, reproduce, display, market, sell, and distribute the Audiobook in all Territories, in all formats currently known or developed in the future, for seven (7) years from the Publication Date. This period is referred to as the "Initial Distribution Period." After this period, this Contract will be automatically renewed on a yearly basis ("Additional Distribution Period"), unless the RH or Tektime gives formal notice via email at least sixty (60) days prior to the expiration of the "Initial Distribution Period" 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 hereinafter be referred to solely as the "Distribution Period." During the Distribution Period, if the RH has not indicated its own publisher, Tektime will be identified as the publisher of the Audiobook.

b) Right to Modify: During the Distribution Period, Tektime may modify, reformat, encode, adapt, and convert the Audiobook to make it compatible with the Audiobook distribution and sales service. These modifications may include, but are not limited to:

- Addition of distribution-related details and information.
- Correction of spelling errors or typos in the synopsis and descriptions.
- Changes in encoding format.
- Adaptations of dimensions and cover image format for compatibility with different distribution channels.
- Modifications of the digital file to comply with international standards, etc.

c) Territorial Expansion: The RH may, at any time, request Tektime via email to expand the Territories in which the Audiobook can be distributed. The RH confirms and accepts that, for the new Territories where the Audiobook will be distributed, the same conditions indicated in section 3 of this Contract will apply. Tektime will expand the distribution Territories starting from the date of the RH's request, and the new Territories will have the same distribution and marketing rights applied to the Territories indicated and authorized before the expansion request.

d) Audiobook Excerpt: During the Distribution Period, the RH, if 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 duration of the Audiobook and make it available for listening and evaluation by the end customer.

e) Cover: During the Distribution Period, the RH and the Narrator authorize Tektime to use the Audiobook's cover image, title, sample file, and all other elements comprising it for advertising and promotional purposes of the Audiobook.

f) Free Copies: During the Distribution Period, the RH and the Narrator authorize Tektime to use and distribute free copies of the Audiobook for advertising and promotional purposes.

g) Advertising: During the Distribution Period, the RH authorizes Tektime to use the RH's name, image, and full biography or an excerpt thereof for advertising and promotional purposes of the Audiobook. If the RH is not the actual author of the Book, the RH guarantees Tektime the obtainment of rights from the Book's author for the use of the author's name, image, full biography, or an excerpt thereof for advertising and promotional purposes of the Audiobook.

h) Additional Services: The RH 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 Audiobook into other digital formats (WAV, AAX, etc.).
- Creation of the Audiobook cover.
- Paid advertising services on online bookstores, social networks, search engines, and dedicated portals.
- Any other service offered directly through the Portal upon request.

i) Subcontracting: Tektime may subcontract part or all of the services covered by this Contract to third parties. Tektime may grant subcontractors the rights guaranteed by this Contract. Tektime may allow the Publisher to provide, on a non-exclusive basis, the services indicated by the Publisher in the Portal, as defined in section 7.3. In any case, Tektime shall be responsible for the subcontractor's compliance with this Contract.

j) Audiobook Distribution: Tektime may distribute the Audiobook at its absolute and complete discretion. The RH and the Narrator agree that Tektime shall have no obligation to distribute the Audiobook, nor, once distribution has commenced, to continue with the distribution. The RH agrees that Tektime will not provide any guarantee regarding Audiobook sales or in any way guarantee the sale of a minimum number of copies of the Audiobook. However, if Tektime has not commenced the distribution of the Audiobook within six months from its publication on the Portal, the RH may send a communication to Tektime inviting them to proceed with the distribution. If three months after the confirmation of receipt of the aforementioned distribution invitation, Tektime has not yet commenced the distribution of the Audiobook, this Contract will be considered terminated thirty days after the RH sends an email communication to Tektime notifying the termination of this Contract. At the end of the Contract, all rights granted to Tektime regarding the Audiobook subject to this contract will be returned to the RH.

## **8. Commissions**

The sales and distribution channels, for their promotion, marketing, and sale of the Audiobook, retain a percentage commission on the Audiobook's Cover Price. These commissions may vary depending on the sales channel, distribution method, and Territories where the Audiobook will be sold. In general, commissions can vary from a minimum of 20% to a maximum of 75% on the Cover Price excluding VAT where applicable. The quantification of these commissions will be indicated on the Portal, when possible, and will also be highlighted by Tektime in the monthly reporting, as indicated in section 11.1.

In cases where the sales channels used by Tektime allow rental to end-users or listening to the Audiobook by their subscribers who have subscribed to their services, the rental price or the cost of subscriptions are determined by the same sales channels, and the commission is based on the rental price or the price reserved for subscribers, net of VAT.

The RH and the Narrator expressly authorize Tektime and the sales channels used by it to modify the Audiobook's selling price, provided it is set as close as possible to the one decided by the RH, to adapt it to market or distribution needs, or to parameterize it with certain conditions or any minimum and maximum thresholds decided by the distribution channels.

## **9. Taxation**

Taxation on earnings will be subject to the impositions provided by Italian law and any international agreements between Italy and the nation of fiscal residence declared by the RH and the Narrator during registration on the Portal. Any withholding taxes, where applicable, will be calculated on the individual shares relative to the "Net Revenue," divided between RH and Narrator, as indicated in section 11.

## **10. Revenue Division (Royalties)**

Tektime will divide the earnings from the sales of the Audiobook among the RH, the Narrator, and Tektime itself, calculating individual shares based on the "Net Revenue," understood as the amount

derived from each sale of each individual copy of the Audiobook net of distribution costs, discounts, promotions, taxes, excises, value-added taxes, duties, sales commissions, and withholding taxes where applicable, as described in section 8 and section 9.

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

Net turnover from	Net turnover to	Author	Narrator	Tektime
€ 0,01	€ 999,99	15%	75%	10%
€ 1.000,00	€ 1.999,99	30%	60%	10%
€ 2.000,00	€ 3.999,99	60%	30%	10%
€ 4.000,00	€ 7.999,99	70%	20%	10%
>€ 8.000,00	...	80%	10%	10%

No compensation will be due or calculated in the Net Revenue for the distribution of Audiobook copies sent free of charge or for promotional, review, advertising, or any other purposes.

The Narrator understands and accepts that they will not be entitled to payment of any amount if they have violated their obligations with Tektime or with the RH, as indicated in this Contract. In such a case, the earnings will still be set aside until the dispute between the Narrator and Tektime is resolved. Upon resolution of the dispute, any compensation or other payment that the Narrator owes to Tektime can be deducted from the amounts previously set aside for the Narrator.

The RH understands and accepts that they will not be entitled to payment of any amount if they have violated their obligations with Tektime or with the Narrator, as indicated in this Contract. In such a case, the earnings will still be set aside until the dispute between the RH and Tektime is resolved. Upon resolution of the dispute, any compensation or other payment that the RH owes to Tektime can be deducted from the amounts previously set aside for the RH.

## 11. Payment Terms and Methods

11.1 Tektime will provide monthly reports to the RH and the Narrator in the designated section of the Portal ("sales"), outlining the Audiobook sales data and the corresponding revenue.

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 a payment slip (in the case of a natural person) for both the RH and the Narrator, related to the earnings from the sale of the Audiobook ("Net Revenue"), divided as indicated in section 8.

11.3 The RH and the Narrator must issue their respective invoice or payment slip and send it to Tektime via the Portal.

11.4 Tektime will make the payment to the RH and the Narrator within 60 solar days from the date of the invoice or payment slip. If the amount Tektime has to pay to the RH or the Narrator is less than €50, this amount will be set aside and accumulated with the earnings from the following period until it reaches the €50 threshold. Upon surpassing this threshold, the earnings can be settled, and the payment will be made in the methods indicated in the previous points 11.2, 11.3, and 11.4.

The calculations and payments of earnings will be made exclusively in EURO. Tektime will not be responsible for any losses resulting from fluctuations in exchange rates in other currencies.

## 12. Narrator's Moral and Material Rights

By signing this contract, the Narrator declares and accepts that at the end of the Distribution Period (section 7.4) or, in the event of early termination of the Contract, on the Contract Resolution Date (section 13), the moral and material rights belonging to the Narrator on the Audiobook are considered transferred to the RH, who will acquire complete ownership without the need for further formalities or acts. Therefore, the compensation received by the Narrator during the Distribution Period, derived from the earnings of Audiobook sales and any Narration Contribution, is considered all-encompassing and remunerative for the transfer of the Narrator's moral and material rights to the RH. At the end of the contract, the Narrator cannot claim any further rights on the Audiobook against the RH.

## 13. Contract Termination

### 13.1 Termination without Penalties

#### a) RH:

In relation to what is stated in section 5.3 a) (Initial Narration), the RH and the Narrator can terminate the Contract without incurring any penalties, and none of the parties to this Contract can have any claims against the other parties.

#### b) Narrator:

If the Narrator is unable to continue and/or complete the narration work due to reasons beyond their control (force majeure), including legislative changes, armed conflicts, incapacity to understand and will, death, or any other similar cause, Tektime can suspend the Narrator's services by giving written notice via email. If the causes preventing the Narrator from continuing and/or completing the Narration of the Book do not resolve within thirty solar days from the receipt of the suspension notice, Tektime can permanently terminate this Contract. In this case, the rights granted to the Narrator for the narration of the Book in the Language will be withdrawn, returning to the RH. Neither Tektime nor the RH will be required to pay any compensation to the Narrator. If the RH has paid a Narration Contribution, the related amount will be refunded to the RH within 60 solar days. Tektime reserves the right to apply a percentage withholding on this amount, not exceeding 10%, to cover any transaction fees for fund transfers.

### 13.2 Termination with Penalties

In relation to what is stated in section 5.3 b) (Final Narration), the RH can terminate this Contract, but will incur the following penalties:

a) After the approval of the Initial Narration by the RH but before the completion of the Final Narration by the Narrator, the RH intending to terminate this Contract will be required to give written notice via email to both the Narrator and Tektime and must pay the Narrator an amount of €400.00. This amount may be increased by any costs incurred by the Narrator before the request for Contract termination, if duly documented.

b) After the approval of the Final Narration, the RH intending to terminate this Contract will be required to give written notice via email to both the Narrator and Tektime and must pay the Narrator an amount of €800.00. This amount may be increased by any costs incurred by the Narrator before the request for Contract termination, if duly documented.

c) The potential Narration Contribution paid by the RH may be withheld to partially or totally offset what is due to the Narrator as indicated in points a) and b) of this section.

#### **14. Responsibility and Indemnity**

Tektime assumes no responsibility towards third parties regarding the intellectual property and economic exploitation rights related to the Audiobook inserted into the Portal by the RH and translated by the Narrator, for its distribution through the Portal and Tektime's distribution channels. Concerning the Audiobook and its contents, the RH declares and guarantees to have all necessary economic exploitation rights, including, for example, the right of publication, reproduction, distribution, communication, and the right to rent the Audiobook and its contents in Italy and abroad, as well as all secondary and related rights. It is the exclusive responsibility of the RH to provide all necessary information and warnings to protect their interests and rights within the Audiobook. The Narrator undertakes to indemnify Tektime, at its mere request, from any claim by third parties concerning the intellectual property and economic exploitation rights related to the Audiobook and its contents. If Tektime receives challenges or claims from third parties regarding the intellectual property rights related to the works distributed through the Portal and Tektime's distribution channels, it will notify the RH, temporarily suspending the distribution of the Audiobook, except as provided in this article in terms of warranty, liability, and indemnification by the RH.

In the event of any claim or demand made by third parties due to the content published by the RH and distributed by him through Tektime, or due to the RH's use of services provided by Tektime in violation of the conditions of this Contract and the statements, warranties, and obligations in this article, the RH 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, resulting from violations of the law or what is established by this Contract. Tektime will not be in any way liable to the RH and the Narrator for any direct or indirect damage, including lost profits or missed opportunities, that may be claimed by the RH or the Narrator.

#### **15. Privacy Provisions and Personal Data Processing**

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

#### **16. Applicable Law and Jurisdiction**

The substantive and procedural laws of the Italian State apply to this Contract. Any dispute connected to this Contract will be under the exclusive jurisdiction of the Court of TERNI - ITALY.

**SIGNATURE PAGE**

**Rights Holder:**

Name / Company Name:

Address:

Signature of Rights Holder:

**Narrator:**

Name / Company Name:

Address:

Narrator's Signature:

**Tektime S.r.l.s.** Via Armando Fioretti, 17 05030 – Montefranco – Terni – Italy

Legal Representative's Signature:

Date: (Effective Date)

**FACSIMILE**  
**Automatically translated**

**Appendix A**

**NARRATED BOOK DATA**

Title:

Subtitle:

Series:

Translator:

Language:

**DISTRIBUTION**

Territories:

**WORK DELIVERY TIMELINES (calendar days from the date of submission to the Original Book Portal)**

Initial Narration (5% of the Book):

Final Narration:

**NARRATION CONTRIBUTION (EUR):** \_\_\_\_\_

**FLAT RATE EXPENSES REIMBURSEMENT (EUR):** \_\_\_\_\_

**FACSIMILE**  
**Automatically translated**

## APPENDIX B

### INFORMATION ON THE PROCESSING OF PERSONAL DATA

The user's personal data is processed by Tektime S.R.L.S., the data controller, in accordance with the principles of personal data protection established by Regulation (EU) 2016/679 (GDPR).

#### METHODS AND PURPOSES OF DATA PROCESSING

We inform you that the data will be processed using the following means:

- Computer systems
- Mixed - electronic and paper-based

For the following purposes:

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

Unless explicitly denied by the data subject, the user's data will also be processed for the following purposes:

- Sending proposals and commercial communications via email, SMS, or fax, both by Tektime S.R.L.S. and by partner companies (optional)
- Market research and statistics, marketing, and references on advertising communications (print, radio, TV, internet, etc.), product preferences (optional)

Refusal to allow data processing may result in the inability 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 optional data of users based on consent, i.e., by 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 to the following categories of interested parties:

- Customers and users
- Consultants and freelance professionals, even in associated form
- Interested parties

In the management of their data, other categories of authorized and/or responsible persons, both internal and external, may become aware of the data. They are identified in writing and have been given specific written instructions regarding data processing.

## **TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES**

Activity Name: Personal Data Management from Contracts with Users

Country: United States (Amazon)

## **DATA RETENTION PERIOD**

Mandatory data for contractual and accounting purposes will be kept for the time necessary to carry out the commercial and accounting relationship. Data of those who do not purchase or use products/services, despite having had previous contact with company representatives, will be immediately deleted or processed anonymously, unless their retention is otherwise justified, provided that valid consent from the interested parties has been obtained for subsequent commercial promotion or market research activities. The retention period for such data is: 1 year

## **DATA SUBJECT'S RIGHTS**

Under Regulation (EU) 2016/679 (GDPR) and national regulations, the data subject may, in the manner and within the limits provided by current legislation, exercise the following rights:

- Request confirmation of the existence of personal data concerning them (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, deletion, transformation into anonymous form, or blocking of data processed in violation of the law, including those no longer necessary for the purposes for which they were collected
- In cases of processing based on consent, receive the data provided to the data controller in a structured and commonly used format readable by an electronic device and request their transfer to another data controller
- The right to lodge a complaint with the supervisory authority

The above requests should be addressed to Tektime S.r.l.s. by sending an email to the following address: [info@tektime.it](mailto:info@tektime.it)

## **DATA CONTROLLER**

The data controller for your personal data is Tektime S.R.L.S. Unipersonale - Via Armando Fioretti, 17 - 05030 Montefranco (TR) – ITALY - VAT number: 01585300559

This Privacy Policy may be subject to 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 – therefore, the user/visitor is invited to periodically consult this page [www.traduzioneibri.it/privacy.asp](http://www.traduzioneibri.it/privacy.asp).