

TEKTIME

STANDARD TRANSLATION AND DISTRIBUTION CONTRACT

Version: 2.4 (March 30, 2019)

1. Definitions

1.1 This standard translation and distribution contract (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 "Translator." The purpose of this Contract is to translate a book, novel, work, or any written material of any kind (hereinafter referred to as the "Book") into a language other than the original (hereinafter referred to as the "Language"). The Book translated into the Language (hereinafter referred to as the "Translated Book") will be distributed and marketed by Tektime in the territories (hereinafter referred to as the "Territories") specified in Appendix A ("Territories").

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

1.3 "Translator" is the individual or legal entity that will translate the Book into the Language specified in Appendix A ("Language").

1.4 "www.traduzioneLibri.it" is the operational portal (hereinafter referred to as the "Portal") where RH, Translator, and Tektime will interact to carry out the translated Book's translation and distribution project, subject to this Contract.

1.5 "Title" is the title of the Translated Book.

1.6 "Initial Translation" is the translation of the initial portion of the Book, corresponding to 5% of the total words it comprises, which the Translator must translate and submit to RH for initial approval (see section 5).

1.7 "Final Translation" is the complete translation of the Book that the Translator must perform and submit to RH for final approval (see section 5).

1.8 "Contract Date" is the date on which RH accepts the Translator's translation proposal and affixes their signature.

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

1.10 "Start Date" is the date by which the translation work must begin at the latest. This date will be defined by the Translator or, in the absence of that, will correspond to the next calendar day after the Original Book is sent to the Portal by RH. The countdown for delivering the Initial Translation and Final Translation will start from this date.

1.11 "Cover Price" is the selling price of the Translated Book, inclusive of VAT where applicable.

1.12 "Translation Contribution" is an amount that RH may optionally establish for each Language, and the Translator will receive it regardless of whether the Translated Book sells any copies. This contribution must be paid by simply purchasing a "Golden Copy" of the translated book from the

online bookstore provided on the Portal. The Golden Copy's cost will be equivalent to the Translation Contribution amount plus a flat-rate reimbursement, indicated in Appendix A under "Flat-Rate Reimbursement," for the expenses Tektime may incur for support activities related to the Translation Contribution. The Translation Contribution will be considered as if it were revenue from the sales of the Translated Book and will be accounted for in the revenue division. RH will not participate in the division of this amount. The Translator can withdraw the Translation Contribution only upon completion of the Final Translation and after the RH and Tektime have given their final approval for the Final Translation.

1.13 "Publisher" is the entity holding the rights for printing, publishing, and distributing the Original Book, even on a non-exclusive basis.

1.14 "Publication" is the operation that RH must perform through the Portal to deliver the Translated Book to Tektime, which will proceed with its final sale. The distribution and sale of the Translated Book will be entirely managed by Tektime as indicated in section 7.

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

2. Object of the Contract

2.1 RH commissions the Translator to translate the Book specified in Appendix A ("Book") into the language specified in Appendix A ("Language").

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

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

2.4 The translation may be carried out by multiple individuals, companies, or other translators, but the final responsible party will be only the Translator. RH and Tektime will interact only with the Translator throughout the duration of the Contract.

3. Statements and Warranties

Upon registration on the Portal, RH and the Translator commit to providing, for the entire duration of the relationship, their truthful and complete personal data necessary for billing and any tax and contractual obligations.

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 holds a registered account on the Portal;
- c) It has obtained all necessary rights from Tektime to operate under this Contract;
- d) The sale and distribution of the Translated Book, as permitted by this Contract, will not violate any applicable laws or infringe or violate intellectual property or other rights of any person or entity, including copyrights, trademarks, publicity rights, privacy, or moral rights;
- e) The Book does not contain any defamatory or slanderous material, as defined by applicable laws in the Territories;

f) It will be solely responsible and personally liable for any copyright violations related to this Contract.

3.2 The Translator declares and warrants that:

- a) It is free from any constraints and can operate freely, in compliance with this Contract;
- b) It has not entered into agreements or commitments that prevent or interfere with the fulfillment of the obligations under this Contract;
- c) It holds a registered account on the Portal;
- d) The translation of the Book will be original and will not infringe or violate privacy, publicity rights, copyrights, or any other legal rights of any third parties;
- e) The translation costs of the Book will be borne entirely by the Translator, and it cannot claim compensation beyond what is stipulated in this Contract (section 10).

4. Execution of Services

4.1 Preliminary Phases

The execution of the Book's translation phases will be carried out by the Translator and RH using the tools provided on the Portal.

a) RH can:

- Search for a Translator that best fits its translation needs;
- Request translation of their Original Book from translators on the Portal;
- Exchange messages with translators, both internally and via email, regarding the progress of the translation project.

b) The Translator can:

- Search for books to translate that best fit its translation needs;
- Exchange messages with authors, both internally and via email, regarding the progress of the translation project.
- Propose to authors 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 RH during the insertion of the Original Book into the Portal;
 - Timeframe for completing the Initial Translation (solar days);
 - Timeframe for completing the Final Translation (solar days).

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

4.2 Agreement Finalization

After evaluating the Translator's offer, RH approves it, initiating the relationship with the Translator by affixing its digital signature to the Contract. The Contract must be signed by all parties using a legally

recognized digital signature or alternative methods ensuring the Contract's legal validity. All stages of the digital signature of the Contract will be directly managed on the Portal provided by Tektime. If a valid digital signature is not available, the contract can be signed by hand and sent to the Portal along with a valid identity document.

4.3 Operational Phases

All deadlines for the following operations are specified in Appendix A ("Work Delivery Times"). If the Translator is unable, for personal reasons, to complete the Initial Translation and/or Final Translation within the specified deadlines, they can request an extension of up to thirty solar days from Tektime via email. This extension must be approved by both RH and Tektime. Upon approval of the extension, Tektime will modify the deadlines and add a note indicating this variation in the Translation tab on the Portal.

The following chronological operational phases must be carried out using the procedures provided on the Portal:

- a) RH enters the data related to the Book (title, subtitle, series, brief description, complete description, sales data, word count, etc.);
- b) RH optionally enters a Translation Contribution;
- c) RH uploads an excerpt of the Book in PDF format;
- d) RH searches for a Translator or the Translator searches for a Book to translate;
- e) The Translator establishes the start date for translation work (Start Date) and the deadlines for delivering the Initial Translation and Final Translation;
- f) RH approves and provides the Translator with an editable electronic copy of the Book, not protected by any Digital Rights Management protocol;
- g) The Translator submits the Initial Translation and the translation of the Book's description to RH for approval;
- h) RH approves the Initial Translation or requests the Translator to revise it. A maximum of two (2) revisions is allowed. Timeframes and procedures are described in section 5;
- i) If a Translation Contribution has been established, RH must purchase a Golden Copy of the Book, after the Initial Translation is approved, for an amount equal to what is specified in section 4.3 point b) plus any Flat-Rate Reimbursement;
- j) The Translator completes the Final Translation and submits it to RH for approval in an editable digital version not protected by any Digital Rights Management protocol;
- k) RH approves the Final Translation or requests the Translator to revise it. A maximum of three (3) revisions is allowed. Timeframes and procedures are described in section 5;
- l) Tektime definitively approves the Final Translation;
- m) RH proceeds with Publication by sending the digital version of the Final Translation to the Portal, in EPUB2 or EPUB3 format or other formats that may be adopted by future digital e-book reading systems, clearly indicating the Translator's name, the title of the original work, and the Publisher, if applicable;

- n) RH sends the digital format of the cover of the Translated Book (jpg);
- o) RH sets the final selling price of the Translated Book, which must 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 RH, including the cover, and any print version, reserving the right to request any necessary modifications and adjustments;
- 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 sales channels;
- s) If the Rights Holder has established a Translation Contribution, the corresponding amount will be split between the Translator and Tektime as if it came from regular sales proceeds, as specified in section 10. RH will not participate in this division.
- t) RH, the Translator, and Tektime share the proceeds from normal sales of the Translated Book, as indicated in sections 10 and 11.

5. Approvals

5.1 Standard

RH shall have only the following approval obligations:

- Approval of the Initial Translation;
- Approval of the Final Translation.

RH agrees to work with the Translator in good faith and will provide constructive and specific suggestions regarding its approval rights with the aim of obtaining approval. RH also commits not to unduly delay or deny approval of the Final Translation without just cause. RH will grant its approval through the approval function provided by Tektime on its Portal and agrees that such approval, once given, shall be considered final.

RH undertakes to provide its approvals or request any revisions within seven solar days regarding the Initial Translation and within thirty solar days from the submission of the Final Translation.

The Translator agrees to work with RH in good faith, making reasonable efforts to incorporate the revisions suggested by RH. If requested by RH, the Translator will provide at least two revisions of the Initial Translation and at least three revisions of the Final Translation, if requested by RH. These revisions should be provided preferably within ten days of the request.

5.2 Automatic Approvals

a) Initial Translation

If RH does not respond within seven solar days to the request for approval of the Initial Translation made by the Translator (or to the new revision of the Initial Translation requested by RH), Tektime will send an email to RH inviting approval. If RH does not respond to Tektime's request, the approval will be automatically granted by the system, as if authorized by RH. However, if a Translation Contribution has been established by RH, automatic approval cannot be applied, and the process outlined in section 5.3 point a) will be followed.

b) Final Translation

If RH does not respond within thirty solar days to the request for approval of the Final Translation made by the Translator (or to the new revision of the Final Translation requested by RH), Tektime will send an email to RH inviting approval. If RH does not respond to Tektime's request, the approval will be automatically granted by the system, as if authorized by RH. In case RH is unable to review the Final Translation within the specified timeframe, RH may request Tektime to postpone the approval of the Translated Book by an additional ten solar days. However, even after this period, if RH has not approved the Final Translation, the approval will be automatically granted by the system as if authorized by RH.

5.3 Rejection of Approval

a) Initial Translation

If RH decides to reject the Initial Translation performed by the Translator, RH must notify the Translator via email or internal mail, indicating the specific changes required. The Translator must make the requested changes within the specified timeframe for the Initial Translation revision. If the Translator is unable to provide the requested changes or if RH rejects the new versions provided by the Translator, either party can terminate this Contract by providing written notice to the other party within ten solar days after the deadline for the revision completion or within ten solar days from the date RH rejects the revision. No penalties or compensation of any kind will be applied to either party.

b) Final Translation

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

If Tektime believes that the Final Translation can be approved and RH agrees, the Final Translation will be considered approved as if RH had approved it directly. If RH disagrees with Tektime's evaluation, RH may terminate this Contract, incurring the penalties specified in favor of the Translator as indicated in section 13.2. The Translator is aware that, in case of termination of this Contract, as permitted by the termination clauses in this Contract, RH may consider itself free from any restriction or obligation and may request a new translation of the Book from another party. RH will have no further obligations to the Translator regarding the translation of the Book into the Language.

If the Translator does not complete the translation of the Book within the specified timeframe, the clauses for termination and any penalties are described in section 13.

5.4 Tektime's Approval

At any time, before or after publication, Tektime may evaluate the Final Translation of the Translated Book for consistency with international standards of high-quality translated books. Tektime has the right to accept or reject the Translated Book at its sole discretion or may request modifications to adapt the Translated Book to Tektime's standards for translated books. If Tektime rejects the Translated Book, this Contract will be considered null and void, and none of the parties to this Contract will have any claims against the other parties.

6. Publication of the Translated Book

Upon final approval of the Translated Book (Standard, section 5.1, or Automatic, section 5.2), RH must proceed with the publication of the Translated Book within seven solar days using the methods and procedures made available on the Portal. If RH has not published the Translated Book within seven solar days of receiving communication from Tektime, Tektime will send an email to RH urging publication. If within seven solar days from this communication, RH has not yet published the Translated Book, Tektime will proceed with the publication directly. In this case, RH will be charged the costs related to converting the Translated Book into an ebook and the costs related to creating the ebook cover. These costs will be the standard rates indicated on the Portal at the time of automatic approval and will be deducted directly from the amounts due to RH, concerning the proceeds from sales (section 10.). If RH has established a Translation Contribution, this amount will be credited to the Translator in the same manner as indicated in section 1.12.

7. Distribution of the Translated Book

7.1 RH

During the exclusive distribution period of the Translated Book by Tektime, as indicated in section 7.4, RH is strictly prohibited from marketing, distributing, or selling the Translated Book in any manner or form in the Language specified in this Contract, in all the Territories established and indicated in Appendix A ("Territories"). RH is also not allowed to grant third parties the right to market, distribute, or sell the Translated Book in any manner or form in the Language specified in this Contract, in all the Territories established and indicated in Appendix A ("Territories"). However, RH may engage in promotional activities for the Translated Book, including any form of advertising (online, search engines, magazines, print media, etc.) to encourage the purchase of the Translated Book distributed by Tektime.

7.2 Translator

During the exclusive distribution period of the Translated Book by Tektime, as indicated in section 7.4, the Translator is strictly prohibited from marketing, distributing, or selling the Translated Book in any manner or form in the Language specified in this Contract, in all the Territories established and indicated in Appendix A ("Territories"). The Translator is also not allowed to grant third parties the right to market, distribute, or sell the Translated Book in any manner or form in the Language specified in this Contract, in all the Territories established and indicated in Appendix A ("Territories"). However, the Translator may engage in promotional activities for the Translated Book, including any form of advertising (online, search engines, magazines, print media, etc.) to encourage the purchase of the Translated Book distributed by Tektime.

7.3 Publisher

After registering and creating their account on the Portal, the Publisher can also enroll their authors in the Portal so that they can avail themselves of all the services provided therein. The

Publisher must specify which specific services they intend to provide to their enrolled authors or those who have explicitly indicated the Publisher as their Publisher. The services that the Publisher may provide concerning the Translated Books may include:

- a) Printing, distribution, and commercialization of printed editions;
- b) Distribution and commercialization of digital versions (e-books, audiobooks, etc.);
- c) Both options a) and b);
- d) None of the three options a), b), and c).

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

7.4 Tektime

a) Exclusive Distribution License.

RH and the Translator grant Tektime an exclusive license for five (5) years from the Publication Date to use, reproduce, display, market, sell, and distribute the Translated Book in all Territories, in all formats currently known or developed in the future, both digital (e-books) and printed, and for seven (7) years from the Publication Date, to use, reproduce, display, market, sell, and distribute in all Territories the potential audiobook version of the Translated Book, in all formats currently known or developed in the future. This period is referred to as the "Initial Distribution Period." After this period, this Contract will be automatically renewed on an annual basis ("Additional Distribution Period"), unless RH or Tektime provides formal notice via email at least sixty (60) days before the expiration of the "Initial Distribution Period" or at least sixty (60) days before 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, Tektime will be identified as the publisher or publishing house of the Translated Book.

b) Right to Modify.

During the Distribution Period, Tektime may modify, reformat, encode, and adapt the Translated Book to make it compatible with the needs of the Translated Book distribution and sales service. These modifications may include, but are not limited to:

- Adding details and information related to distribution;
- Correcting spelling errors or typographical errors in general;
- Modifying the printing format;
- Adjusting the dimensions and format of the cover image for compatibility with different distribution channels;
- Modifying the digital file to adapt to international standards;
- Etc.

c) Territory Expansion.

RH may, at any time, via email, request Tektime to expand the Territories in which the Translated Book may be distributed. RH confirms and agrees that for the new Territories where the Translated Book 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 RH's request, and the new Territories will have the same distribution and commercialization rights applied to the Territories indicated and authorized before the expansion request.

d) Excerpt from the Translated Book.

During the Distribution Period, if required by one or more distribution channels used by Tektime solely for advertising and promotional purposes, Tektime is authorized to produce an excerpt of up to 20% of the total number of pages of the Translated Book and make it available for viewing by the end customer.

e) Cover.

During the Distribution Period, RH and the Translator authorize Tektime to use the cover image of the Translated Book, the title, and all other elements composing it for advertising and promotional purposes of the Translated Book.

f) Free Copies.

During the Distribution Period, RH 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, RH authorizes Tektime to use RH's name, RH's image, and RH's full biography or an excerpt thereof for advertising and promotional purposes of the Translated Book. If RH is not the material author of the original Book, RH guarantees Tektime the obtaining of rights from the author of the original Book for the use of the author's name, image, full biography, or an excerpt thereof for advertising and promotional purposes of the Translated Book.

h) Additional Services.

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 Translated Book into popular digital formats (epub, PDF, mobi, etc.);
- Creation of the cover of the Translated Book;
- Printing of the printed version of the Translated Book;
- Creation of the audiobook version of the Translated Book;
- Paid advertising services on online bookstores, social networks, search engines, and dedicated portals;
- Upon request, any other service offered directly through the Portal.

i) Subcontracting.

Tektime may subcontract part or all of the services covered by this Contract to third parties. Tektime may grant subcontractors the rights granted by this Contract. Tektime may allow the Publisher to provide, on a non-exclusive basis, the services indicated by the Publisher on the Portal, as defined in section 7.3. In any case, Tektime will be responsible for the compliance of the services provided by subcontractors with this Contract.

j) Distribution of the Translated Book

Tektime may distribute the Translated Book at its absolute and complete discretion. The RH and the Translator acknowledge that Tektime has no obligation to distribute the Translated Book, nor, once distribution has begun, to continue with the distribution. The RH agrees that Tektime will not provide any guarantees regarding the sales of the Translated Book, nor will it guarantee 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 from the publication on the Portal, the RH may send a communication to Tektime inviting them to proceed with the distribution. If after three months from the confirmation of receiving the distribution invitation, Tektime has not yet started the distribution of the Translated Book, this Contract will be considered terminated thirty days after the RH sends an email to Tektime notifying the termination of this Contract. At the end of the Contract, all rights granted to Tektime regarding the Translated Book under this contract will be returned to the RH.

8. Commissions

Sales and distribution channels, for the promotion, marketing, and sale of the Translated Book, retain a percentage commission on the Cover Price of the Translated Book. These commissions may vary depending on the sales channel, distribution method, and Territories in which the Translated Book will be sold. In general, commissions can range 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 be highlighted by Tektime in the monthly reporting, as indicated in section 11.1. If the sales channels used by Tektime allow the rental of the Translated Book to end users, the rental price is determined by these sales channels, and the commission is based on the net rental price excluding VAT. The RH and the Translator explicitly authorize Tektime and the sales channels used by it to modify the selling price of the Translated Book, 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 to the price of any printed copies of the work, or in compliance with certain conditions or maximum thresholds decided by the RH.

9. Taxation

Taxation on proceeds will be subject to the provisions of Italian law and any international agreements between Italy and the country of fiscal residence declared by the RH and the Translator during registration on the Portal. Any withholding taxes, where applicable, will be calculated on the individual shares related to the "Net Turnover," divided between RH and Translator, as indicated in section 11.

10. Revenue Division (Royalties)

Tektime will divide the proceeds from the sales of the Translated Book among the RH, the Translator, and Tektime itself, calculating individual shares based on the "Net Turnover," meaning the amount obtained from each sale of each copy of the Translated Book net of distribution costs, discounts,

promotions, taxes, excise duties, value-added taxes, customs 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 Euros):

Net turnover from	Net turnover to	Author	Translator	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 Turnover for the distribution of copies of the Translated Book sent free of charge or for promotional, review, advertising, or any kind of promotion purposes. The Translator understands and agrees that they will not be entitled to any payment if they have violated their obligations with Tektime or with the RH, as stated in this Contract. In such case, the proceeds will still be held until the dispute between the Translator and Tektime is resolved. Upon resolution of the dispute, any compensation or other payment that the Translator must reimburse to Tektime may be deducted from the amounts previously held for the Translator. The RH understands and agrees that they will not be entitled to any payment if they have violated their obligations with Tektime or with the Translator, as stated in this Contract. In such case, the proceeds will still be held until the dispute between the RH and Tektime is resolved. Upon resolution of the dispute, any compensation or other payment that the RH must reimburse to Tektime may be deducted from the amounts previously held for the RH.

11. Payment Terms and Methods

11.1 Tektime will provide monthly reports to the RH and the Translator in the appropriate section of the Portal ("sales"), showing the progress of sales of the Translated Book, including the number of copies sold and the corresponding turnover.

11.2 At the end of each month, Tektime will automatically generate a billing request (for legal entities) or an invoice request (for natural persons) for both the RH and the Translator, related to the proceeds from the sale of the Translated Book (Net Turnover), divided as indicated in section 8.

11.3 The RH and the Translator must each issue their respective invoice or payment request and send it to Tektime through the Portal.

11.4 Immediately after 60 days from the date of the invoice or payment request, Tektime will make the payment to the RH and the Translator in the method indicated at the time of registration on the Portal. If the amount that Tektime must pay to the RH or the Translator is less than 50 Euros, this amount will be set aside and accumulated with the proceeds of the subsequent period until it reaches the threshold of 50 Euros. Upon exceeding this threshold, the proceeds can be settled, and payment will be made in the methods indicated in the previous points 11.2, 11.3, and 11.4.

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

12. Translator's Moral and Material Rights

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, on the Resolution Date of the Contract (section 13), the moral and material rights that the Translator has on the translated work are considered transferred to the RH, who will acquire complete ownership without the need for further dispositive acts or other formalities. Therefore, the compensation received by the Translator during the Distribution Period, derived from the proceeds of sales of the Translated Book and any Translation Contribution, is considered all-encompassing and therefore remunerative even for the transfer of the Translator's moral and material rights on the Translated Book to the RH. At the end of the contract, the Translator cannot claim any further rights on the Translated Book against the RH.

13. Contract Termination

13.1 Termination without Penalties

a) RH

Regarding what is indicated in section 5.3 a) (Initial Translation), the RH and the Translator may terminate the Contract without incurring any penalties, and none of the parties to this Contract may have any claims against the other parties.

b) Translator

If the Translator is unable to continue and/or complete the translation work due to reasons beyond their control (force majeure), including legislative changes, armed conflicts, inability to understand or will, death, or any other similar cause, Tektime may suspend the Translator's services by providing written notification via email. If the reasons preventing the Translator from continuing and/or completing the translation of the Book are not resolved within thirty solar days from the receipt of the suspension notice, Tektime may permanently terminate this Contract. In this case, the rights granted to the Translator for the translation of the Book in the Language will be withdrawn and returned to the RH. Neither Tektime nor the RH shall pay any compensation to the Translator. If the RH has paid a Translation Contribution, the corresponding 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

Regarding what is indicated in section 5.3 b) (Final Translation), the RH may terminate this Contract, but will incur the following penalties:

a) After the approval of the Initial Translation by the RH but before the completion of the Final Translation by the Translator, the RH intending to terminate this Contract will be obligated to provide written notification via email to both the Translator and Tektime and must pay the Translator the amount of Euro 400.00. This amount may be increased by any costs incurred by the Translator before the request for Contract termination, if duly documented.

b) After the approval of the Final Translation, the RH intending to terminate this Contract will be obligated to provide written notification via email to both the Translator and Tektime and must pay the Translator the amount of Euro 800.00. This amount may be increased by any costs incurred by the Translator before the request for Contract termination, if duly documented.

c) The Translation Contribution paid by the RH may be withheld to partially or fully offset the amounts 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 intellectual property and economic utilization rights related to the Translated Book inserted into the Portal by the RH and translated by the Translator, for its distribution through the Portal and Tektime's distribution channels. In relation to the Translated Book and its contents, the RH declares and guarantees that they have all necessary economic utilization rights, including, for example, the rights of publication, reproduction, distribution, communication, and the right to rent the Book and its contents in Italy and abroad, as well as all secondary and related rights. It is the sole responsibility of the RH to provide any information and warnings to protect their interests and rights within the Book. The Author undertakes to indemnify Tektime, at its simple request, from any claims by third parties regarding intellectual property and economic utilization rights related to the Translated Book and its contents. If Tektime receives complaints 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 Translated Book, except as provided in this article in terms of warranty, liability, and indemnity by the RH. In case of any claims or demands made by third parties due to the content published by the RH and distributed 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 of this article, the RH will be solely responsible to third parties and, in any case, undertakes to indemnify Tektime from any prejudice, liability, damage, even caused to third parties, resulting from violations of the law or what is established by this Contract. Tektime will not be in any way responsible towards the RH and the Translator for any direct or indirect damage caused, including lost profits or missed opportunities, that may be claimed by the RH or the Translator.

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

This Contract is governed by the substantive and procedural laws of the Italian State. 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:

Translator:

Name / Company Name:

Address:

Translator'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

ORIGINAL BOOK DATA

Title:

Subtitle:

Series:

Author:

Language:

Number of words:

TRANSLATED 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 Translation (5% of the Book):

Final Translation:

TRANSLATION GRANT (EUR): _____

FLAT RATE EXPENSES REIMBURSEMENT (EUR): _____

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

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.