



TEKTIME
STANDARD CONTRACT FOR AUDIOBOOK NARRATIVE AND DISTRIBUTION

Version: 3.0 (January 1, 2026)

1. Definitions

- 1.1 This standard agreement for Narration and Distribution (hereinafter referred to as **the "Agreement"**) is a binding agreement between the company Tektime Srls, with headquarters in via Armando Fioretti, 17 – 05030 - Montefranco (TR) – Italy – VAT number/Tax Code 01585300559 (hereinafter referred to as **"Tektime"**) and the persons or companies identified in the **"Signature Page"** as **"Rights Holder"** and **"Narrator"**.
The purpose of this Agreement is to achieve the audio version (hereinafter referred to as **the "Audiobook"**) of a book, novel, work or writing of any genre (hereinafter referred to as **the "Book"**). The Audiobook will be distributed and marketed by Tektime in the territories (hereinafter referred to as the **"Territories"**) indicated in Appendix A (**the "Territories"**).
- 1.2 **"Rights Holder"** is the person who legally holds the copyright (intellectual and industrial property) of the Book. Hereinafter referred to as **DDD** .
- 1.3 **"Narrator"** is the natural person or legal entity who will narrate the Book in the original language indicated in Appendix A (**"Language"**)
- 1.4 **"[www . traduzioneLibri . it](http://www.traduzioneLibri.it)"** it is the operational portal (hereinafter referred to as **the "Portal"**) where DDD, Narrator and Tektime will interact for the creation of the narration and distribution project of the Audiobook, the object of this Agreement.
- 1.5 **"Title"** is the title of the Book
- 1.6 **"Narration"** is the procedure 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 that compose it, which the Narrator will have to narrate and submit to the DDD for initial approval (see section 5).
- 1.8 **"Final Narration"** is the complete Narration of the Book that the Narrator will have to execute and submit to the DDD for final approval (see section 5).
- 1.9 **"Audio Sample"** is an excerpt from the Audiobook to be used for promotional purposes of the Audiobook itself that the end customer can listen to freely before purchasing.
- 1.10 **"Contract Date"** is the date on which the DDD has accepted the Narrator's Narration proposal and has affixed his signature.
- 1.11 **"Effective Date"** is the actual date of signing the contract and will correspond to the date on which Tektime has added its digital signature.
- 1.12 **"Work Start Date"** is the date by which the Narration work must begin. This date will be set by the Narrator or, failing that, it will correspond to the calendar day following the day the DDD sends the Original Book to the Portal. The deadlines for submitting the Initial Narration and the Final Narration will start from this date.
- 1.13 **"Cover Price"** is the selling price of the Audiobook including VAT where applicable.
- 1.14 **"Narrative Contribution"** is an amount that the DDD **voluntarily establishes** and that the Narrator will receive in any case, even if the Audiobook does not sell a single copy. This contribution must be paid simply by purchasing, from the online bookstore available on the Portal, a **"Golden Copy"** of the Audiobook. This is a special copy costing the same amount as the Narration Contribution plus a flat-rate expense reimbursement, indicated in Appendix A under **" Flat-rate Expense Reimbursement ,"** for expenses that Tektime may incur for support activities related to the Narration Contribution. The Narration Contribution will be considered as revenue from the Audiobook sales and will be accounted for in the division of proceeds. The DDD will not participate in the division of this amount. The Narration Contribution may be withdrawn by the Narrator only upon completion of the Final Narration and after the Final Narration has been definitively approved by the DDD and Tektime.

- 1.15 **"Publisher"** is the person who holds the printing, publication and distribution rights of the original Book, even on a non-exclusive basis.
- 1.16 **"Publication"** is the operation that the DDD must complete via the Portal to deliver the Audiobook to Tektime, which will then arrange for 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 the Audiobook will be published and released for sale. This date will correspond to the date on which Tektime will assign the ISBN code to the Audiobook and officially register it with the Italian ISBN Agency (<http://www.isbn.it/>).

2. Object of the Contract

- 2.1 The DDD instructs the Narrator to narrate the Book indicated in Appendix A (**the "Book"**) in the language indicated in Appendix A (**the "Language"**).
- 2.2 The Audiobook will be distributed in the Territories listed in Appendix A (**"Territories"**).
- 2.3 The DDD appoints Tektime to distribute and sell the Audiobook in the Territories listed in Appendix A (**the "Territories"**).

3. Declarations and warranties

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

3.1 DDD declares and guarantees that:

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

3.2 The Narrator represents and warrants that:

- a) is free from any constraints and can operate freely, in compliance with this Agreement;
- b) has not entered into any agreements or commitments that prevent or interfere with the performance of the obligations under this Agreement;
- c) is the holder of a registered account on the Portal;
- d) You will submit to the Portal up to 5 (five) examples of text narrated by you using different pronunciation styles, no longer than one minute. These examples may be listened to by the authors and Tektime in order to select the narrator who best suits the book's narration needs.
- e) the Book Narration will be original and will not infringe or violate the privacy rights, publicity rights, copyrights, or any other legal rights of any kind of any third party;
- f) the costs of narrating the Book will be entirely at your expense and you will not be able to claim compensation other than those established in this Agreement (section 10).
- g) If errors or typos are found in the original Book, they will be corrected and communicated to the DDD using a specific function made available on the Portal.
- h) The Audiobook provided will be sent to the Portal in the manner indicated on the Portal itself and will comply with the following technical characteristics:
 - Mono or stereo MP3 file format, 192kbps or higher with constant bit rate (CBR) at 44.1kHz
 - Consistent in sound and overall formatting. Volume will range between -23dB and -18dB RMS, with -3dB maximum peak values and a maximum noise level of -60dB.
 - It will include the minimum opening credits: title, subtitle (if applicable), author, narrator and closing (End)

- It will be composed of all mono files or all stereo files
- It will include an Audio Sample to be used for the promotion of the Audiobook, with a minimum duration of one minute and a maximum of five minutes.
- The Audiobook will be composed of multiple mp3 files, each of which will contain a single chapter/section, with a maximum duration of 120 minutes each, without background or external noise.
- The title of each chapter/section will be read aloud
- Each file will have at least one second of silence at the beginning and one to five seconds at the end

4. Execution of services

4.1 Preliminary stages

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

a) The DDD will be able to:

- Find the Narrator that best suits your storytelling needs;
- Request the narration of your book from the narrators present on the Portal;
- Exchange messages with the narrators, both internally and via email, in relation to the progress of the Storytelling project.
- Narrate your own book by creating the related audiobooks

b) The Narrator will be able to:

- Find the books to narrate that best suit your narrative characteristics;
- Exchange messages with the authors, both internally and via email, in relation to the progress of the Storytelling project.
- Propose to the authors present 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 example text provided by the DDD during the insertion phase in the Book Portal;
 - the times for completing the Initial Narration (calendar days);
 - the times for completing the Final Narration (calendar days).

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

4.2 Completion of the agreement

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

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

4.3 Operational phases

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

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

- a) the DDD enters the data relating to the Book (title, subtitle, series, short description, full description, sales data, number of words, etc.);

- b) the DDD optionally inserts a Narration Contribution;
- c) the DDD inserts an extract of the Book in PDF format;
- d) The DDD is looking for a Narrator or the Narrator is looking for a Book to narrate;
- e) The Narrator establishes the times for the start of the Narration work (Work Start Date) and the times for the delivery of the Initial Narration and the Final Narration;
- f) DDD agrees to provide the Narrator with an electronic copy of the Book that is editable and not protected by any Digital Rights Management protocol;
- g) the Narrator delivers the Initial Narration of the Book to the DDD for approval;
- h) the DDD approves the Initial Narration or requests the Narrator to revise the Initial Narration. A maximum of two (2) revisions will be permitted. Times and methods are described in section 5;
- i) The DDD, in the event that it has established a Narration Contribution, after the approval of the Initial Narration, will have to purchase a Golden Copy of the Book for an amount equal to that established in section 4.3 point b) increased by any Flat Rate Expense Reimbursement;
- j) The Narrator completes the Final Narration and delivers it to the DDD for approval,
- k) the DDD approves the Final Narration or requests the Narrator to revise the Final Narration. A maximum of three (3) revisions will be allowed. Times and methods are described in section 5;
- l) Tektime finally approves the Final Narration
- m) The DDD proceeds with the Publication, approving Tektime's distribution of the digital version of the Final Narration (Audiobook) available on the Portal. At the same time, the DDD submits 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 digital audiobook reading systems and which will also be indicated on the Portal;
- n) the DDD establishes the final selling price of the Audiobook which must in any case include any value added tax (VAT) where applicable;
- o) Tektime verifies the Publication, checking the validity of the digital version of the Audiobook sent by the DDD, the Audio Sample and the cover, reserving the right to request any changes and adaptations;
- p) Tektime definitively 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 own sales channels;
- r) In the event that the Rights Holder has established a Narration Contribution, the related amount will be divided between Narrator and Tektime as if it came from the normal proceeds of sales, in the manner established in section 10. DDD will not participate in this division.
- s) DDD, Narrator and Tektime will share the proceeds from regular sales of the Audiobook, as set forth in Section 10 and Section 11 .

5. Approvals

5.1 Standard

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

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

The DDD agrees to work with the Storyteller in good faith and, regarding its approval rights, offers constructive and specific suggestions to secure the Storyteller's approval. It also agrees not to delay or withhold, without justifiable cause, approval of the Final Storytelling.

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

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

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

5.2 Automatic

a) Initial Narration

If the DDD does not respond to the Narrator's request for approval of the Initial Narration (or to the new revision of the Initial Narration requested by the DDD) within seven calendar days, Tektime will send the DDD an email inviting them to approve it. If the DDD also fails to respond to Tektime's request, approval will be granted automatically by the system, as if it had been authorized by the DDD itself. If the DDD has established a 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 DDD does not respond to the Narrator's request for approval of the Final Narration (or to the new revision of the Final Narration requested by the DDD) within thirty calendar days, Tektime will send the DDD an email inviting approval. If the DDD also fails to respond to Tektime's request, approval will be granted automatically by the system as if it had been authorized by the DDD itself.

If the DDD is unable to review the Final Narration within the specified timeframe, they may request Tektime to postpone approval of the Audiobook by an additional ten calendar days. However, if this deadline elapses without the DDD approving the Final Narration, the system will automatically grant approval as if it had been authorized by the DDD himself.

5.3 Refusal of approval

a) Initial Narration

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

b) Final Narration

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

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

The Narrator acknowledges that, in the event of termination of this Agreement, as permitted by the termination clauses in this Agreement, the DDD may consider itself free from any restrictions or obligations and request a new Narration of the Book from another party. The DDD will no longer have any obligations towards the Narrator in relation to the Narration of the Book. In the event that the Narrator does not complete the Narration of the Book within the expected time, the clauses for withdrawal and any penalties are described in section 13.

5.4 Tektime Approval

At any time, before or after publication, Tektime may evaluate the Audiobook's Final Narration for

compliance with high-quality international audiobook standards. Tektime shall have the right to accept or reject the Audiobook at its sole discretion, or may request modifications to bring the Audiobook into line with Tektime's audiobook standards. If Tektime rejects the Audiobook, this Agreement will be considered terminated, and neither party to this Agreement will have any claims against the other parties.

6. Audiobook Publication

After final approval of the Audiobook (Standard, point 5.1 or Automatic, point 5.2), the DDD must, within **seven calendar days**, proceed with publishing the Audiobook in the manner and through the procedure made available on the Portal. After this deadline, Tektime will send an email to the DDD inviting them to proceed with publication. If the DDD has not published the Audiobook within **seven calendar days** of this communication, Tektime will do so directly. In this case, the DDD will be charged for any costs related to converting the Audiobook to standard format and the costs related to creating the Audiobook cover. These costs will be the list prices indicated on the Portal at the time of automatic approval and will be deducted directly from the compensation due to the DDD, relating to sales proceeds (section 10). In the event that the DDD has established a Narration Contribution, this amount will be regularly credited to the Narrator, in the same manner indicated in section 1.12.

7. Audiobook Distribution

7.1 DDD

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

7.2 Narrator

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

7.3 Publisher

: After registering and creating an account on the Portal, the Publisher may also register its authors on the Portal, allowing them to benefit from all the services available on the Portal. The Publisher may indicate whether it intends to distribute audiobooks narrated through the Tektime service, the subject of this agreement, generated from the books of its registered authors .

The provision of the aforementioned non-exclusive distribution service by Publishers must be authorized by Tektime and will be governed by specific agreements that Tektime will establish with the Publisher (distribution costs, time and method of service provision, commissions, etc.). The provision of the aforementioned services will be granted on a **non-exclusive basis**. Tektime reserves the right to directly provide the distribution service for the Audiobooks assigned to the Publisher, both in the event of default by the Publisher and to support improved marketing and sales of the Audiobooks.

7.4 Tektime

a) **Exclusive Distribution License**. DDD and Narrator grant Tektime the exclusive license to use,

reproduce, display, market, sell and distribute the Audiobook in all Territories, in all formats now known or hereafter developed, for seven (7) years from the Publication Date. This period is called the "**Initial Distribution Period**". After such period, this Agreement will automatically renew on a yearly basis ("**Additional Distribution Period**"), unless terminated by either party. Termination by DDD must be made through the appropriate function available on the Portal within the period between one hundred and twenty (120) and sixty (60) days prior to the expiration of the "Initial Distribution Period" or each "Additional Distribution Period". Tektime and Narrator may communicate the termination via email to the other parties, at least sixty (60) days prior to the expiration. The "Initial Distribution Period" and the "Additional Distribution Period" will hereafter be referred to solely as the "**Distribution Period**". During the Distribution Period, Tektime will be identified as the publisher or publishing house 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 requirements of the Audiobook distribution and sales service. Such modifications may include, but are not limited to:
- adding distribution details and information;
 - correct spelling errors or typos in general in the synopsis and descriptions;
 - encoding format changes;
 - adjustments to the size and format of the cover image for compatibility with different distribution channels;
 - modifications of the digital file to adapt to international standards;
 - etc.
- c) **Territorial Expansion.** DDD may, at any time, request Tektime via email to expand the territories in which the Audiobook may be distributed. DDD confirms and agrees that the same conditions set forth in Section 3 of this Agreement will apply to the new territories in which the Audiobook will be distributed. Tektime will expand the distribution territories starting from the date of DDD's request and will have the same distribution and marketing rights in the new territories as applied to the territories indicated and authorized prior to the expansion request.
- d) **Audiobook Excerpt .** During the Distribution Period, the DDD, should it be requested by one or more distribution channels used by Tektime and solely for advertising and promotional purposes, authorizes Tektime to produce an excerpt of up to 20% of the total duration of the Audiobook and make it available for listening and review by the end customer.
- e) **Cover.** During the Distribution Period, the DDD and the Narrator authorize Tektime to use the Audiobook's cover image, title, sample file, and all other elements for advertising and promotional purposes.
- f) **Free Copies.** During the Distribution Period, DDD 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, DDD authorizes Tektime to use DDD's name, DDD's image, and their full biography or an excerpt thereof for advertising and promotional purposes of the Audiobook. If DDD is not the material author of the Book, DDD guarantees Tektime that the author of the Book will obtain the rights to use the author's name, image, full biography or an excerpt thereof for advertising and promotional purposes of the Audiobook.
- 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:
- converting 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;
 - upon request, any other service offered directly through the Portal;
- i) **Subcontracting.** Tektime may subcontract part or all of the services covered by this Agreement to third parties. Tektime may grant subcontractors the rights granted under this Agreement. Tektime may grant the Publisher the right to provide, on a non-exclusive basis, the services that the Publisher has specified on the Portal, as defined in Section 7.3. In any case, Tektime will be responsible for the compliance of the services provided by the subcontractor with this Agreement.
- j) **Audiobook Distribution .** Tektime may distribute the Audiobook at its sole discretion. However,

Tektime reserves the right, at its sole discretion, to remove the Audiobook if it is found to violate any applicable law, to be fraudulent, or to infringe any intellectual property rights or other rights of any person or entity, including, but not limited to, copyright, trademark, publicity, privacy, or moral rights. The DDD and the Narrator agree that Tektime will have no obligation to distribute the Audiobook or, once distribution has begun, to continue with distribution. The DDD also acknowledges that Tektime will not provide any guarantee regarding sales of the Audiobook or in any way guarantee the sale of a minimum number of copies. If Tektime has not begun distribution of the Audiobook within six months of publication on the Portal, the DDD may send Tektime a written notice inviting it to proceed with distribution. If, within three months of confirmation of receipt of such notice, Tektime has not yet begun distributing the Audiobook, this Agreement will be automatically terminated thirty days after the DDD sends Tektime a termination notice via email. This provision regarding early termination and reversion of rights also applies in any case of termination of this Agreement due to an act or breach attributable to Tektime.

In the event of early termination, for the cases of termination referred to in this Article, all rights granted to Tektime in relation to the Audiobook subject to this Agreement will be returned in full to the DDD and the Narrator, where applicable. Any proceeds deriving from the self-publishing of the Audiobook must be managed exclusively and independently by the DDD and the Narrator. Any arrangement relating to the division of such proceeds will be governed by a separate agreement, entered into directly between DDD and Narrator, which will define the new percentage of division of the proceeds between them, without any involvement, obligation or right of intervention on the part of Tektime, either in the separate agreement or in any future proceeds.

8. Commissions

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

In the event that the sales channels used by Tektime allow rental to end users or listening to the Audiobook to its users who have subscribed to their services, the rental price or the cost of the subscriptions are established by the sales channels themselves and the commission is based on the rental price or the price reserved for subscribers, net of VAT.

The DDD and the Narrator explicitly authorize Tektime and the sales channels it uses to modify the selling price of the Audiobook, provided that the same is set as close as possible to that decided by the DDD, to adapt it to any market or distribution needs, or to parameterization with respect to certain conditions or any minimum and maximum thresholds decided by the distribution channels.

9. Taxation

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

10. Division of proceeds (royalties)

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

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

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

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

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

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

11. Terms and conditions of payment

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

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

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

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

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

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

12. Moral and material rights of the Narrator

By signing this agreement, the Narrator declares that he or she accepts and therefore agrees that at the end of the Distribution Period (section 7.4) or, in the event of early termination of the Agreement, on the Termination Date (section 13), the moral and material rights to which the Narrator is entitled in the Audiobook will be deemed to have been transferred to DDD, who will acquire full ownership thereof without the need for any further dispositive deed or other formality. By virtue of the above, the compensation received by the Narrator during the Distribution Period, deriving from the proceeds of sales of the Audiobook and any Narration Contribution, will be considered all-inclusive and therefore also remunerate the transfer of the Narrator's moral and material rights in the Audiobook to DDD. Therefore, at the end of the agreement, the Narrator will not be able to claim or assert any further rights in the Audiobook against DDD.

13. Termination of Contract

13.1 Resolution without penalties

a) DDD

In relation to what is indicated in section 5.3 a) (Initial Narration) the DDD and the Narrator may

withdraw from the Contract without incurring any penalty and neither party to this Contract may have any claim against the other parties.

b) Narrator:

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

13.2 Resolution with penalties

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

- a) After the DDD has approved the Initial Narration but before the Narrator has completed the Final Narration, the DDD who wishes to withdraw from this Agreement will be obliged to give written notice, via email, to both the Narrator and Tektime and will have to pay the Narrator the sum of **Euro 500.00** (five hundred) , of which **80% will be paid to the Narrator** and **20% to Tektime** . To this amount may be added any costs incurred by the Narrator prior to the request to terminate the Agreement, if duly documented.
- b) After approval of the Final Narration, the DDD who intends to withdraw from this Agreement will be obliged to give written notice, via email, to both the Narrator and Tektime and will have to pay the Narrator the sum of **Euro 1,000.00** (one thousand) , of which **80% will be paid to the Narrator** and **20% to Tektime** . To this amount may be added any costs incurred by the Narrator prior to the request to terminate the Agreement, if duly documented.
- c) Any Narration Contribution paid by the DDD may be withheld as partial or total compensation for the amount owed to the Narrator as indicated in points a) and b) of this section.

14. Liability and indemnity

Tektime assumes no responsibility towards third parties regarding the intellectual property and economic exploitation rights relating to the Audiobook inserted into the Portal by the DDD and translated by the Narrator, for its distribution through the Portal and Tektime's distribution channels. In relation to the Audiobook and its contents, the DDD declares and guarantees that it has all necessary economic exploitation rights, including, for example, the right to publish, reproduce, distribute, communicate and rent the Audiobook and its contents in Italy and abroad as well as all secondary and related rights. In this regard, the DDD itself remains solely responsible for providing all indications and warnings to protect its interests and rights within the Audiobook itself. The Author undertakes to indemnify Tektime, upon simple request of the latter, from any third-party claims relating to the intellectual property and economic exploitation rights relating to the Audiobook and its contents. If Tektime. If the User receives any disputes or claims from third parties concerning the intellectual property rights relating to the works distributed through the Portal and Tektime's distribution channels, he/she will notify the DDD and suspend the distribution of the Audiobook as a precaution, except as provided for in this article in terms of guarantee, liability and indemnity by the DDD.

In the event of any claim or demand made by third parties due to content published by DDD and distributed by him/her through Tektime, or otherwise due to DDD's use of the services provided by Tektime in violation of the terms of this Agreement and the representations, warranties, and obligations set forth in this article, DDD shall remain solely liable to third parties and, in any case, undertakes to indemnify Tektime from any prejudice, liability, or damage, including damage caused to third parties, arising from violations of the law or the provisions of this Agreement. Tektime shall not be liable in any way to DDD or the Narrator for any direct or indirect damages, including lost profits or lost opportunities, that may be claimed by DDD or the Narrator. If Tektime believes that deceptive,

fraudulent, or illegal activity has occurred in connection with the Audiobook or the DDD or Narrator's account, Tektime reserves the right to permanently withhold payments due. Tektime may also offset any payments already made against amounts due in the future or request the return of amounts received. These amounts may be used to cover the costs of any legal proceedings initiated and/or to compensate third parties who have suffered damages as a result of the deceptive, fraudulent, or illegal conduct.

15. Privacy and personal data processing provisions

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

16. Applicable law and competent court

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

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

FACSIMILE - Automatically translated

Rights Holder

Name/Company Name:

Address:

Signature of the Rights Holder:

Narrator

Name/Company Name:

Address:

Narrator's Signature

Tektime Srls

Via Armando Fioretti, 17
05030 – Montefranco – Terni – Italy

Signature of legal representative :

Danilo Clementoni

Date: (Effective Date)

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

METHODS AND PURPOSES OF DATA PROCESSING

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

- Informatics
- Mixed - electronic and paper

with the following purposes:

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

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

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

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

LEGAL BASIS

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

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

CATEGORIES OF RECIPIENTS

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

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

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

TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

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

RETENTION PERIOD

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

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

RIGHTS OF THE INTERESTED PARTY

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

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

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

DATA CONTROLLER

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

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