

**TEKTIME**  
**STANDARD CONTRACT FOR NARRATION AND AUDIO BOOKS DISTRIBUTION**

Version: 1 .4 (March 30 201 9)

**1. Definitions**

- 1.1 This standard contract for storytelling and distribution (hereinafter referred to as the «**Contract**») is a binding contract between the company Tektime Srls, based in via Armando Fioretti, 17 – 05030 - Montefranco (TR) — Italy-VAT number / Fiscal 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 create the audio version (hereinafter referred to as «**Audio Book**») of a book, novel, work or writing of any kind (from now on referred to as «**Book**»). The Audiobook will be distributed and marketed by Tektime in the territories (hereafter referred to as «**Territories**») indicated in Appendix A («**Territories**»).
- 1.2 «**Rights Holder**» is the person who legally holds the copyright (intellectual and industrial property) of the Book. From now on referred to as **DDD**.
- 1.3 «**Narrator**» is the natural person or legal person who will narrate the Book in the original language indicated in Appendix A («**Language**»)
- 1.4 «[www.translazioneLibri.it](http://www.translazioneLibri.it)» is the operational portal (hereinafter referred to as the «**Portal**») where DDD, Narratore and Tektime will interact for the realization of the narration and distribution project of the Audiobook, object of this Contract.
- 1.5 «**Title**» is the title of the Book
- 1.6 «**Narration**» is the procedure for making 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 must narrate and submit to the DDD for first approval (see section 5).
- 1.8 «**Final Narration**» is the complete Narration of the Book that the Narrator must perform and submit to the DDD for final approval (see section 5).
- 1.9 «**Audio Sample**» is an extract 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 will have accepted the Narrator's proposal and will have affixed his signature.
- 1.11 «**Effective date**» is the effective date of signature of the contract and will correspond to that on which Tektime will have affixed its digital signature.
- 1.12 «**Work start date**» is the date by and no later than which the Narration work must begin. This date will be defined by the Narrator or, failing this, it will correspond to the calendar day following that of the sending of the Original Book to the Portal by the DDD. From that date, the delivery times for the Initial Narration and the Final Narration will start.
- 1.13 «**Cover Price**» is the sale price of the Audiobook including VAT where applicable.
- 1.14 «**Narration Grant**» is an amount that the DDD sets **optionally** and that the Narrator will receive in any case, even if the ' Audio Book does not sell even one copy. This contribution must be paid simply by purchasing, in the online library made available on the Portal, a «**Golden Copy**» of the Audiobook, that is a special copy whose cost will be equivalent to what is established as a Narration Contribution plus a lump sum reimbursement of expenses, indicated in Appendix A under the item «**Reimbursement of lump sum expenses**», relating to the expenses that Tektime may incur for the support activities related to the Narration Contribution. The Narration Contribution will be treated as if it were revenue from the sales of the Audiobook and will be

accounted for in the division of proceeds. The DDD will not participate in the division of this amount. The Narration Contribution can be collected by the Narrator only upon completion of the Final Narration and after the final approval of the Final Narration by the DDD and Tektime.

1.15 "**Publisher**" is the one who holds the rights to print, publish and distribute the original Book, even on a non-exclusive basis.

1.16 "**Publication**" is the operation that the DDD will have to carry out through the Portal for the delivery of the Audiobook to Tektime, which will arrange for its definitive sale. The distribution and the sale audiobook will be completely run by three and from Tektime as indicated in section 7.

1.17 "**Publication Date**" is the date on which the Audiobook will be published and placed on the market. This date corresponds to that in which Tektime assign the ISBN code to the Audiobook and register it officially at the Agency Italian ISBN (<http://www.isbn.it/>).

## 2. Object of the Agreement

2.1 The DDD instructs the Narrator to narrate the Book indicated in Appendix A (**«Book»**) in the language indicated in Appendix A (**«Language»**).

2.2 the Audiobook will be distributed in the Territories indicated in Appendix A (**«Territories»**).

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

3. **Representations and warranties** Upon registering on the Portal, the DDD and the Narrator undertake to communicate, for the entire duration of the relationship, their personal data, truthful and complete, and any variation thereof, necessary for billing and any fiscal and contractual fulfillment.

### 3.1 The DDD declares and guarantees that:

- a) owns or controls the distribution rights of the Book and has the full right, power and authority to enter into and comply with this Agreement;
- b) is the owner of an account registered on the Portal;
- c) has obtained from Tektime all the rights necessary to operate under this Agreement;
- d) the sale and distribution of the Audiobook, as permitted by this Agreement, will not violate any applicable law or infringe or infringe any 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 libelous material, as established by the laws applicable in the Territories;
- f) will be solely responsible and personally liable for any violation of any copyright that may be violated with respect to this Agreement;

### 3.2 the Narrator declares and guarantees that:

- a) is free from any constraint and can operate freely, in compliance with this Agreement;
- b) has not entered into agreements or commitments that prevent or interfere with the fulfillment of the obligations under this Agreement;
- c) is the owner of an account registered on the Portal;
- d) He will send to the Portal up to 5 (five) examples of text narrated by him with different styles of pronunciation of a maximum length of one minute. These examples can be heard by the authors and by Tektime in order to select the Narrator that best suits the needs of the Narration of the Book.
- e) the Narration of the Book will be original and will not infringe or violate the rights of privacy, publicity, copyright or any other legal right of any kind in respect of third parties;
- f) the costs of Narration of 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) In the event of errors or typos in the original Book, it will correct them and communicate them to the DDD, through a special function made available on the Portal.
- h) The Audio Book provided will be sent to the Portal in the manner indicated on the Portal and will respect 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. The volume will be between a value of -23dB and -18dB RMS, with maximum -3dB peak values and a maximum noise level of -60dB
  - It will include the minimum opening credits: title, subtitle (if applicable), author, narrator and closing (Fine)
  - It will consist of all mono files or all stereo files
  - It will include a sound sample to be used for the promotion of the audio book, the minimum duration of one minute and a maximum of five minutes
  - The Audiobook will consist of several 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 on opening and one to five seconds on closing

#### 4. Execution of services

##### 4.1 Preliminary steps

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

a) **The DDD may:**

- Find the Narrator that best suits your Narration needs;
- Request, from the narrators present in the Portal, the Narration of their Book;
- Exchange messages with the narrators, both internal mail and e-mail, in relation to the development of the Narration project.
- Narrate your own book by yourself by creating its audiobooks

b) **The Narrator can:**

- Search for the books to narrate that best suit your Narrative characteristics;
- Exchange messages with the authors, both by internal mail and by e-mail, in relation to the development of the Narration project.
- Propose, to the authors of this Portal, the Telling of their Libri providing:
  - Narration of the title, any subtitle and series of the Book, in addition to the sample text provided by the DDD during the insertion phase in the Portal of the Book;
  - the times for completing the Initial Narration (calendar days);
  - the times for completing the Final Narrative (calendar days).

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

##### 4.2 Finalization of the agreement

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

This Agreement must be signed by all parties through a legally recognized digital signature or through alternative methods that still guarantee the legal validity of the Agreement. All the

phases of the digital signature of the Contract will be managed directly in the Portal made available by Tektime. If you do not have a valid digital signature, the contract can be signed by hand and sent to the Portal together with your valid identity document.

#### 4.3 Operative phases

All the times in which the following operations must be carried out 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 established deadlines, he / she may request Tektime, by e-mail, an extension of these terms, not exceeding thirty calendar days, which it must be approved by both the DDD and Tektime itself. In case of approval of the extension, Tektime will modify these terms and will add, in the Narration form on the Portal, a note indicating this variation.

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

- a) the DDD enters the data relating to the Book (title, subtitle, series, short description, complete description, sales data, number of words, etc);
- b) the DDD optionally inserts a Narration Contribution;
- c) the DDD inserts an extract of the Book in PDF format;
- d) The DDD searches for a Narrator or the Narrator searches 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) the DDD accepts provides the Narrator with an electronic copy of the Book which can be modified 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 review the Initial Narration. The revisions allowed will be a maximum of two (2). Times and methods are described in section 5;
- i) The DDD, in the event that it has established a Narration Contribution, after the approval of the Initial Narration, will have to purchase a Golden Copy of the Book for an amount equal to what is established in section 4.3 point b) plus any Lump-sum Expense Reimbursement;
- j) the Narrator completes the Final Narrative and delivers it to the DDD for approval,
- k) the DDD approves the Final Narration or requests the Narrator to review the Final Narration. The revisions allowed will be a maximum of three (3). Times and methods are described in section 5;
- l) Tektime definitively approves the Final Narration
- m) the DDD proceeds with the Publication, approving the distribution by Tektime, of the digital version of the Final Narration (Audiobook) present in the Portal. At the same time, he sends the cover of the Audiobook in digital format (JPG). The Audio Book will be distributed in the format MP3, M4B, AA, AAX, or in other formats in the future will be taken at the digital readout systems Audiobooks and will be indicated in the Portal;
- n) the DDD establishes the final sale 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 ask for 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 Rightholder has established a Narration Contribution, the relative amount will be divided between Narrator and Tektime as if it came from normal sales proceeds, in the manner established in section 10 . The DDD will not participate in this division.
- s) the DDD, the Narrator and Tektime share the proceeds from the normal sales of the Audiobook, as indicated in section 10 and section 11 .

## 5. Approvals

### 5.1 Standard

The 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 Narrator in good faith and proposes constructive and specific suggestions in relation to their approval rights, in order to obtain approval from the Narrator. It also undertakes not to delay or deny, without justified reason, the approval of the Final Narration.

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

The DDD will undertake to give its approvals or request any revisions within **seven calendar days in** relation to the Initial Narration, and within **thirty calendar days** from the presentation of the Final Narrative.

The Storyteller undertakes to work with the DDD in good faith, to carry out, as far as possible, the revisions suggested by the DDD. The Narrator will undertake, if requested by the DDD, to provide at least **two revisions** of the Initial Narration and at least **three revisions** of the Final Narration, again if requested by the DDD. Such reviews must be provided within ten days of the request if possible.

### 5.2 Automatic

#### a) Initial Narration

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

#### b) Final Narration

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

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

### 5.3 Refusal of Approval

#### a) Initial Narration

In the event that the DDD decides to refuse the Initial Narration made by the Narrator, the DDD must notify the Narrator himself, by e-mail or internal mail, indicating any changes he would like to have made. The Narrator will have to make the changes requested by the DDD within the time frame set for the Initial Narration revision. In the event that the Narrator is unable to provide the requested changes or if the DDD also refuses the new versions provided by the Narrator, each party may withdraw from this Agreement, providing written notice to the other, no later than ten calendar days after the end of the deadline by which the Storyteller 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 or the other.

#### b) Final Narration

In the event that the DDD decides to refuse the Final Narration made by the Narrator, the DDD must notify the Narrator in writing, indicating any changes and corrections he would like to have made. The Narrator will have to make the changes required by the DDD on time and submit a new revision of the Final Narration. Should the DDD reject three or more proposed revisions, the Storyteller may request the intervention of Tektime, to determine if the reasons that prevent the DDD from approving the Final Story are actually valid, or if the Final Story should be approved. Tektime's request for intervention must be made via e-mail and must detail all the reasons given by both parties. Tektime will evaluate the Final Narration by comparing it with the Initial Narration and verifying its correspondence in style, form and consistency. Tektime will be able to suggest, again by e-mail, any recommendations to both parties in order to improve the Final Narration in order to obtain definitive approval.

If Tektime deems that the Final Narrative can be approved and the DDD agrees, the Final Narrative will be considered as if the DDD had approved it directly. If the DDD does not agree with Tektime's assessment, the DDD may withdraw from this Agreement, incurring the penalties provided for in favour of the Narrator as indicated in section 13.2.

The Narrator is aware that, in the event of termination of this Agreement, as permitted by the termination clauses present in the Agreement itself, the DDD may be considered free from any restrictions or constraints and request a new Narration of the Book from another person. The DDD will no longer have any obligations towards the Narrator in relation to the Narration of the Book.

In the case in which the narrator did not complete the narration of the book on schedule, the terms for the withdrawal and any other penalties are described in section 13.

### 5.4 Tektime approval

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

## 6. Publication of the Audiobook

The DDD, after the final approval of the Audiobook (Standard, point 5.1 or Automatic, point 5.2) must, within **seven calendar days**, proceed with the publication of the Audiobook in the manner and through the procedure made available on the Portal. After this deadline, Tektime will send a communication by email to the DDD with an invitation to proceed with the publication. If within **seven calendar days** of such communication, the DDD has not yet published the Audiobook, it will be carried out directly by Tektime. In this case, the DDD will be charged for the costs relating to any conversion of the Audiobook into the standard format and the costs relating to the creation of the cover of the Audiobook itself. These costs will be those listed in the Portal at the time of automatic approval and will be directly deducted from the fees due to the DDD, in relation to the proceeds from sales (section 10.). In the event that the DDD has established a Narration Contribution, this amount will be duly credited to the Narrator, in the same manner indicated in section 1.12.

## 7. Distribution of the Audiobook

### 7.1 DDD

During the period of exclusive distribution of the Audiobook by Tektime, as indicated in section 7.4, it is strictly **forbidden** for the DDD to market, distribute or sell in any manner and form the Audiobook covered by this Agreement, in all the Territories established and indicated in Appendix A («**Territories**»). It will also not be possible for the DDD to grant third parties the right to market, distribute or sell the Audiobook subject to this Agreement in any manner and form, in all the Territories established and indicated in Appendix A («**Territories**»). The DDD will still be able to carry out audiobook promotion activities, advertising of any kind (internet, search engines, magazines, press, etc.) in order to encourage the purchase of the Audiobook distributed by Tektime.

### 7.2 Narrator

During the exclusive distribution period audiobook by Tektime, as indicated in section 7.4, it is made **absolute prohibition** to Narrator to market, distribute or sell in any manner and form the Audiobook object of this Agreement, in all Territories established and indicated in Appendix A («**Territories**»). It will also not be possible for the Narrator to grant to third parties the right to market, distribute or sell the Audiobook covered by this Agreement in any manner and form, in all the Territories established and indicated in Appendix A («**Territories**»). The Narrator may still carry out audiobook promotion activities, advertising of any kind (internet, search engines, magazines, press, etc.) in order to encourage the purchase of the Audiobook distributed by Tektime.

**7.3 Publisher** The Publisher, after registering and creating his account on the Portal, may also register his authors on the Portal, so that they too can use all the services made available on the Portal. The Publisher, solely and exclusively for Audiobooks narrated through the Tektime service, object of this contract, generated by the Books of the authors registered by him, will be able to indicate whether he intends to carry out **non-exclusive distribution as well**. The execution of the indicated services or non-exclusive distribution by Publishers will still be authorized after or from Tektime and will be regulated or by specific agreements that will establish Tektime with the publisher (cost distribution, timing and mode of delivery of services, commissions, etc.). The provision of the aforementioned services will be granted in a **non-exclusive manner**. Tektime reserves the right to directly provide the distribution service of the Audiobooks assigned to the Publisher, both in the event of default by the Publisher itself, and as a support for better marketing and sale of the Audiobooks themselves.

#### 7.4 Tektime

- a) **Exclusive distribution license.** The DDD and the Narrator grant Tektime the exclusive license to use, reproduce, show, commercialize, sell and distribute the Audiobook in all Territories or, in all formats currently known or in the future developed, for seven (7) years to starting from the Publication Date. This period is called the "**Initial Distribution Period**". After such period this Agreement will be renewed automatically from year to year (**«Additional Distribution Period»**), unless the DDD or Tektime provides formal cancellation by email, at least sixty (60) days before the expiration of the «Period of Initial Distribution " or at least sixty (60) days prior to the expiration of the " Additional Distribution Period ". The «Initial Distribution Period» and the «Additional Distribution Period» will hereafter be referred to solely as the "**Distribution Period**". During the Distribution Period, if the DDD has not indicated its publisher, Tektime will be identified as the publisher or publisher of the Audiobook.
- b) **Right of modification.** During the Distribution Period Tektime may modify, reformat, encode, adapt and convert the Audiobook to make it compatible with the needs of the Audiobook distribution and sales service. These changes may include, by way of example but not limited to:
- addition of details and information relating to the distribution;
  - correction of spelling errors or typos in general in the synopsis and descriptions;
  - changes to the encoding format;
  - adaptations of the size and format of the cover image for compatibility with the different distribution channels;
  - modifications of the digital file to adapt to international standards;
  - etc.
- c) **Territories expansion.** The DDD may, at any time, by e-mail, request Tektime to expand the Territories in which the Audiobook can be distributed. The DDD confirms and agrees that, for the new Territories in which the Audiobook will be distributed, the same conditions indicated in section 3 of this Agreement will apply. Tektime will expand the distribution Territories starting from the date of the DDD request and will have the same distribution and marketing rights on the new Territories as applied to the Territories indicated and authorized before the expansion request.
- d) **Extract from the Audiobook.** During the Distribution Period, the DDD, in the event that it should be requested by one or more distribution channels used by Tektime and solely and exclusively for advertising and promotional purposes, authorizes Tektime to produce an extract of maximum 20% of the overall duration of the Audiobook and to make it available to be listened to and evaluated by the end customer.
- e) **Cover.** During the Distribution Period, the DDD and the Narrator authorize no Tektime to use the cover image of the Audiobook, the title, the sample file and all the other elements that compose it for advertising and promotion purposes. Audio book.
- f) **Free copies.** During the Distribution Period, the 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, the DDD authorizes Tektime to use the name of the DDD, the image of the DDD and its complete biography or an extract from it, for advertising and promotional purposes of the Audiobook. If the DDD were not the material author of the Book, the DDD guarantees Tektime to obtain, from the author of the Book, the rights for the use of the author's name, the author's image, his complete biography. or



- an extract from it, 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:
- conversion of the Audiobook into other digital formats (WAV, AAX, etc.);
  - realization of the cover of the Audiobook;
  - paid advertising services on online bookstores, social networks, search engines and dedicated portals;
  - on request, any other service offered directly through the Portal;
- i) **Subcontracting.** Tektime may assign the subcontracting of part or all of the services covered by this Agreement to third parties. Tektime may grant the subcontractors the rights guaranteed by this contract. Tektime may grant the Publisher to provide, on a non-exclusive basis, the services that the Publisher itself has indicated in the Portal, as defined in section 7.3. In any case Tektime will be responsible for the compliance of the services provided by the subcontractor in relation to this Contract.
- j) **Distribution of the Audiobook.** Tektime may distribute the Audiobook at its absolute and complete discretion. The DDD and the narrator accepts that Tektime shall have no obligation to distribute the Audio Book or, once the distribution started, to continue with the distribution. DDD agrees that Tektime will not provide any guarantees regarding the sales of the Audiobook nor will it guarantee in any way the sale of a minimum number of copies of the Audiobook. In any case, if Tektime has not started the distribution of the Audiobook within six months of its publication on the Portal, the DDD may send a communication to Tektime with an invitation to proceed with the distribution. If after three months from the confirmation of receipt of the aforementioned invitation to distribution, Tektime has not yet started the distribution of the Audiobook, this Agreement will be considered terminated thirty days after the DDD sends Tektime the communication of termination of this Agreement. At the end of the Contract, all the rights granted to Tektime, in relation to the Audiobook object of this contract, will be returned to the DDD.

## 8. Commissions

The sales and distribution channels, for the work of promoting, marketing and selling the Audiobook, retain a percentage commission on the Cover Price of the Audiobook. These fees may vary depending on the sales channel, the distribution method and the Territories in which the Audiobook will be sold. In general, commissions may vary from a minimum of 20% to a maximum of 7.5% of the Cover Price excluding VAT where applicable. The quantification of the aforementioned commissions will be indicated in the Portal, when possible, and will in any case be highlighted by Tektime in the monthly report, as indicated in section 1.1.1.

If the sales channels used by Tektime allow the car to the end users or listening audiobook its users that have subscribed to their services, the rental price or subscription cost, will be established from the same sales channels and the commission is fixed on the rental price or on the price reserved for subscribers, net of VAT

The DDD and the Narrator explicitly authorize Tektime and the sales channels used by it to change the sale price of the Audiobook, provided that it is set as close as possible to that decided by the DDD, to adapt it to any market or business needs. distribution or parametrisation compared to certain conditions or any thresholds minimum and maximum decided by the distribution channels b  
uzione.

## 9. Taxation

Taxation on proceeds will be subject to the taxes provided for by Italian law and to any international agreements between Italy and the country of tax residence that the DDD and the Narrator will have declared during registration on the Portal. Any withholding taxes, where applicable, will be calculated on the individual amounts due in relation to the «Net Turnover», divided between DDD and Narrator, as indicated in section 11 .

#### 10. Division of income (royalties)

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

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

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

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

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

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

#### 11. Terms and methods of payment

11.1 Tektime will report monthly, to the DDD and to the Narrator in the appropriate section of the Portal («sales»), the sales trend of the Audiobook where the copies sold and the relative turnover will be indicated.

11.2 Tektime, at the end of each month, will automatically generate an invoice request (in the case of a legal person) or a notification request (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 Turnover), broken down as indicated in section 8 .

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

Tektime through the Portal.

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

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

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

## 12. Moral and Material Rights of the Narrator

The Storyteller, by signing this agreement, declares to accept and therefore accepts that at the end of the Distribution Period (section 7.4) or, in the event of early termination of the Agreement, on the Date of Termination of the Agreement (section 13), the rights moral and material due to the same on the audio book are considered transferred to the DDD which will acquire full ownership without the need for further device or other formalities. By virtue of the above, the remuneration received by the Narrator during the Distribution Period, deriving from the proceeds from the sales of the Audiobook and the possible Narration Contribution, are considered all-inclusive and therefore remunerative also for the transfer to the DDD of moral rights and Narrator's materials on the Audiobook. At the end of the contract, therefore, the Narrator will not be able to claim or claim any further rights on the Audiobook against the DDD

## 13. Termination of the Agreement

### 13.1 Termination without penalty

#### a) DDD

In relation to what is indicated in section 5.3 a) (Initial Narration) the DDD and the Narrator may withdraw from the Agreement without incurring any penalty and neither party to this Agreement may have any claim against the other parties.

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

### 13.2 Termination with penalties

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

- a) After the approval of the Initial Narration by the DDD but before the completion of the Final Narration by the Narrator, the DDD who intends to withdraw from this Agreement will be obliged to give written notice, via e-mail, to both the Narrator and Tektime and must pay the Narrator the amount of Euro 400.00. Any costs incurred by the Storyteller before the request for termination of the Agreement may be added to this amount, if duly documented.
- b) After the approval of the Final Narration, the DDD who intends to withdraw from this Agreement will be obliged to notify the Narrator and Tektime in writing by e-mail and must pay the Narrator the amount of Euro 800.00. Any costs incurred by the Storyteller before the request for termination of the Agreement may be added to this amount, if duly documented.
- c) Any Narration Contribution paid by the DDD may be withheld as partial or total compensation of the amount due to the Narrator as indicated in points a) and b) of this section.

#### **14. Liability and Indemnity**

Tektime assumes no responsibility towards third parties concerning the intellectual property and the rights of economic use relating to the Audiobook inserted in the Portal by the DDD and translated by the Narrator, for its distribution through the Portal and in the Tektime distribution channels. In relation to the Audiobook and its contents, the DDD declares and guarantees that it has all the necessary right of economic use, including, for example, the right of publication, reproduction, distribution, communication and the right to rent the Audiobook and its contents in Italy and abroad as well as all secondary and related rights, in this regard it remains the sole responsibility of the DDD itself to provide all indications and warnings to protect its interests and rights within the Audiobook itself. The Author undertakes to hold Tektime harmless, at the simple request of the latter, from any third party claims regarding intellectual property and economic use rights relating to the Audiobook and its contents. Where Tektime receives disputes or claims from third parties concerning the intellectual property rights relating to the works distributed through the Portal and the Tektime distribution channels, will notify the DDD, cautiously suspending the distribution of the Audiobook, except as provided for in this article in terms of warranty, liability and indemnity by the DDD.

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

#### **15. Provisions on privacy and the processing of personal data**

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

#### **16. Applicable law and competent court**

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

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

## SIGNATURES PAGE

**Rights Holder**

Name / Company name:

Address:

Rights Holder Signature:

**Narrator**

Name / Company name:

Address:

Signature Narrator

**Tektime Srls**

Via Armando Fioretti, 17

05030 - Montefranco - Terni-Italy

Legal representative signature:

**Danilo Clementoni**

**Date: (Effective Date)**

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## Appendix A

### DATA NARRATED BOOK

Title:

Subtitle:

Series:

Narrator:

Language:

Number of words:

### DISTRIBUTION

Territories:

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

Initial Narration (5% of the Book):

Final Narration:

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

**REIMBURSEMENT OF EXPENSES (EUR):** \_\_\_\_\_

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## APPENDIX B

### INFORMATION ON THE PROCESSING OF PERSONAL DATA

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

#### METHOD AND PURPOSE OF DATA PROCESSING

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

- Information technology
- Mixed - electronic and paper

with the following purposes:

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

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

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

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

#### LEGAL BASIS

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

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

#### CATEGORIES OF RECIPIENTS

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

- Customers and users;
- Consultants and freelancers also in associated form;
- Interested;

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

## TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

<b>Activity name</b>	<b>country</b>
Personal Data Management from User Contracts	United States (Amazon)

### CONSERVATION PERIOD

The data required for contractual and accounting purposes are kept for the time necessary to carry out the commercial and accounting relationship.

The data of those who do not purchase or use products / services, despite having had a previous contact with company representatives, will be immediately deleted or treated anonymously, where their conservation is not otherwise justified, unless it has been validly acquired. the informed consent of the interested parties relating to a subsequent commercial promotion or market research activity. The retention period of such data is: 1 year

### RIGHTS OF THE INTERESTED PARTY

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

- request confirmation of the existence of personal data concerning him (right of access);
- know its origin;
- receive intelligible communication;
- have information about the logic, methods and purposes of the processing;
- request the updating, rectification, integration, cancellation, transformation into anonymous form, blocking of data processed in violation of the law, including those no longer necessary for the pursuit of the purposes for which they were collected;
- in cases of consent-based processing, receive their data provided to the owner, in a structured and readable form by a data processor and in a format commonly used by an electronic device;
- the right to lodge a complaint with the supervisory authority.

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

### OWNER OF TREATMENT OR

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

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



## SIGNATURES CONSENT DATA PROCESSING

Rights holder

\_\_\_\_\_  
\_\_\_\_\_

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

— Fulfillment of this contract (mandatory consent)

I accept  I do not accept

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

I accept  I do not accept

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

I accept  I do not accept

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

SIGNATURE HOLDER OF RIGHTS

\_\_\_\_\_

Narrator

\_\_\_\_\_  
\_\_\_\_\_

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

— Fulfillment of this contract (mandatory consent)

I accept  I do not accept

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

I accept  I do not accept

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

I accept  I do not accept

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

NARRATOR SIGNATURE

\_\_\_\_\_

DATE: \_\_\_\_\_