



TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

(EBOOK AND AUDIOBOOK; PRINT ON DEMAND – AUTHORS AND PUBLISHERS/hereinafter just “PUBLISHER”)

WHEREAS

- a) StreetLib S.r.l. (hereinafter “SL”) is a company providing services related to digital publishing and production of latest-generation audiobooks and ebooks (i.e. works in different digital formats, such as PDF, ePub and Kindle);
- b) SL is the owner of “Streetlib Publish”, a computer platform via internet, which allows authors and publishers to acquire several publishing digital services, including in particular the uploading and storing of their titles in digital format to sell them to end users as ebooks or audiobooks through digital bookstores, web applications and mobile devices connected to Streetlib Publish (hereinafter collectively "digital bookstores"), or even, upon request, for the "print on demand" service, for their marketing through digital or physical bookstores;
- c) the Publisher, in its capacity as author and/or publisher, wants to buy SL’s services provided through Streetlib Publish for the sale of the titles included in its digital catalogue;
- d) to this end, the Publisher has previously registered itself on Streetlib Publish, creating his own personal account for the use of the platform, accepting the relevant General Terms and Conditions, a prerequisite for using the services;
- e) “audiobook” means any digital file containing one or more works, which includes recorded readings of the work and may also include, *inter alia*, other sounds, text, art, images, photographs, video, metadata and other digital content related to that work;
- f) “ebook” means any digital file of various kinds, including PDF, ePub and Kindle, containing one or more works mainly consisting of text and that may also include, *inter alia*, images, photographs, sounds, metadata and other digital content related to that work;
- g) file "ready to print" means any file in digital format that is suitable for printing on demand ("print on demand" mode) of printed copy of the work.
- h) The words "title/s" or "work/s" in this agreement refer to both audiobooks and ebooks and "ready to print" files.

Given the above, the Publisher and SL (hereinafter also referred to individually as "Party" and, jointly, as "Parties") agree on what follows (hereinafter, including Annex 1 "Economic terms and invoicing", "Agreement"). For anything not expressly specified in the Agreement, the General Terms and Conditions for the use of Streetlib Publish apply. Additional services may be integrated



into the platform environment, and in such a case it will be required to accept the related conditions.

1. SUBJECT OF THE AGREEMENT.

1.1. SL, through Streetlib Publish, provides the services indicated below, which can be activated at the request of the Publisher with regard to the titles of its digital catalogue.

1.1.1. Ebook and audiobook. The use of Streetlib Publish allows the Publisher to sell ebooks and audiobooks through the SL online store and / or other digital bookstores electronically connected to the platform.

1.1.2. Print on demand. The use of Streetlib Publish allows the sale of titles in "print on demand" mode through the SL's online store and / or "Totem" (SL's e-commerce space for purchase by bookstores, accessible to the address <https://totembooks.io/>) and / or through digital or physical bookstores electronically connected to the platform or served by wholesalers.

1.1.3. Connected services, and in particular:

1.1.3.1. Storage;

1.1.3.2. Technical assistance;

1.1.3.3. Reporting and invoicing.

1.2. The features of Streetlib Publish and the technical and operational specifications for uploading files and using the services are available at the following address: <https://www.streetlib.com/publish/>.

2. PERMISSIONS GRANTED BY THE PUBLISHER.

2.1. For the marketing of the titles of its digital catalogue through Streetlib Publish, the Publisher: **(i)** may enter into specific retail agreements directly with the owners of digital bookstores connected to the platform and for the effect authorize SL to activate, in accordance with these agreements, the marketing of the titles through Streetlib Publish,

or

(ii) if the Publisher has not entered into direct agreements with digital bookstores, hereby authorizes SL, without exclusivity, to agree with the digital bookstores for the marketing of the titles uploaded to the platform, without territorial limitations, and therefore in Italy as well as abroad. SL may conclude all agreements with the owners of the digital bookstores and carry out all the useful or necessary operations for the marketing of the works by the Publisher through Streetlib Publish, without however being able to attribute any exclusivity in favour of the owners



of the digital bookstores.

2.2. Unless – in the case referred in section 2.2. (i) – otherwise stated by the agreements between the Publisher and the digital bookstores, the Publisher:

2.2.a) authorizes SL to accept the terms and conditions offered by third-parties for the retail through their digital bookstores, even if these terms and conditions entail limitations regarding territorial areas and/or other limitations concerning the technical methods and business models of distribution or license to end user, granting SL the broadest faculties in this regard, except for the power to grant sole agency or exclusive rights. The terms and conditions applied by the digital bookstores with which Streetlib Publish is connected can be viewed by the Publisher at the following link: <https://www.streetlib.com/book-stores> and it is upon the Publisher to take knowledge of those terms and conditions by accessing that webpage and the relevant digital bookstore's webpages. In particular and by way of example, SL is authorized by the Publisher, in connection to the supply of the services provided by this Agreement, to distribute, host, to store, to reproduce, to convert in other digital format, and to stream or transmit electronically the audiobooks of the Publisher in Italy and abroad without any territorial limitation and may authorize its own or the digital bookstores to distribute, reproduce, host, store, convert in other digital format, apply DRM systems, stream, sell, rent out, display, transmit, promote, index and otherwise digitally make available (through all means of online and electronic distribution), the Publisher's audiobooks, without territorial limitations and also allowing innovative uses of the audiobook such as, *inter alia*, adding to the audiobook a customized introduction or short summaries, providing for text-to-speech or speech-to-text tools, providing for caption and transcripts of the audio recording, permitting underlining of the texts or notations, adding condensed or abridged versions of the audiobooks, adopting family sharing's formulas and subscriptions services for the fruition of the digital content of which the audiobooks and the ebooks consist of. The Publisher authorizes the release of information, including, if provided, editorial material, information on the works or on the author of the work, links, graphics, metadata, photos, advertisements, trademarks, sounds and films related to the works, and free previews for promotional purposes; free previews are authorized for a maximum of 15% of the content of the single title made available on Streetlib Publish;

2.2.b) authorizes SL to carry out any action or operation connected to the supply of its own services, provided that it does not increase the costs for the Publisher in any way beyond what is agreed upon in this Agreement. The rights granted to SL hereunder include the right to make adjustments to the ebooks and audiobooks that may be necessary for the distribution and sale of



that ebooks and audiobooks under this Agreement;

2.2.c) authorizes SL also to enter into agreements with those digital bookstores that adopt periodic subscription systems for access and fruition of digital content by end users and/or which pay out the revenue and royalties due to the Publisher in accordance with revenue sharing models for the distribution of net revenues, and/or on the basis of cash pooling systems between the rights holders. In the event the terms and conditions established by certain digital stores to enter into an agreement require the respect of best-price conditions, and/or maximum thresholds for the retail price, the Publisher authorizes StreetLib to reach said agreement even by reducing the retail price. In any case, the Publisher will have the possibility to choose, through Streetlib Publish, the exclusion of one or more digital bookstores for the sale of its titles;

2.2.d) authorizes SL, if certain digital bookstores require a mandatory minimum term for the works sale agreement, to accept such condition, as long as the term of the agreement itself does not exceed the term of this Agreement and provided that at the expiration of the term, the right to withdraw may be exerted without the payment of penalties;

2.2.e) authorizes SL to provide its services even if certain digital bookstores require particular modifications, or methods, concerning the technological protection (Digital Rights Management) of the works, as long as this does not entail additional costs for the Publisher. It is understood that if the Publisher has decided to use technological protection for its works, SL may not provide its services related to the distribution through the digital bookstores that do not allow any form of technological protection of the files;

2.2.f) Terms and conditions for distribution through the Google Play's digital bookstore:

Shall the Publisher decide to sell its titles through Streetlib Publish and Google Play's store, the Publisher shall enter into a direct agreement with Google Ireland Ltd (Address: Gordon House, Barrow Street, Dublin 4, Ireland) to open a Google Play's account. In this case, SL should be meant to be the sole appointed manager of the Publisher's Google Play account to the purpose of managing the content uploaded on Streetlib Publish. SL is therefore hereby granted by the Publisher the sole authorization to upload the Publisher's titles on the Google Play platform, schedule and manage promotions, send sales reports and other content management services on behalf of the Publisher and according to the terms and conditions set forth by this Agreement. The Publisher shall provide Google Play with all the data, included the SL's bank account coordinates, which are due to allow SL to manage the sale of the Publisher's titles and to collect the revenues from works sale net of the Google Play store's fees. No change of any of such data by the Publisher should occur without the prior written consent by SL. Should the Publisher



change any of such data without the SL's prior consent, SL has the faculty to immediately terminate this Agreement and require to the Publisher the double of any incurred loss.

2.3. For the sale of titles in "print on demand", in addition to the authorizations all indicated above - which, where applicable, are also extended to SL's relationships with brick-and-mortar bookstores and wholesalers - the Publisher also authorizes SL to conclude with print partners all agreements and to carry out all useful or necessary operations, without however being able to attribute any exclusivity.

2.4. The Publisher acknowledges that any malfunctions, delays or non-fulfilments related to the partners of SL in charge of printing and / or to the digital or brick-and-mortar bookstores connected with Streetlib Publish are not attributable to SL, which will not bear the risk of such malfunctions, delays or non-fulfilments of third parties.

3. EBOOK AND AUDIOBOOK.

3.2. For each ebook to be uploaded to Streetlib Publish, the Publisher will have to assign a unique ISBN code, either independently or by requesting it to be assigned by the platform; the code must be different from that of any corresponding printed edition.

3.2.1. ISBN IN ASSIGNMENT. In the event that the unique ISBN code to be attributed to the ebook for the distribution of the ebook itself is requested by the Publisher to be assigned by the platform, the Publisher authorizes SL to communicate to third parties the code, with the header of the same code to SL, and related data and metadata, also remodeled through digital formats (eg. onix 3.0), providing for them the guarantees referred to in point 11 below, which applies in full. In particular, the Publisher authorizes SL to communicate the ISBN code, data and metadata also to third parties, who may possibly modify them (for integration, addition, cancellation or variation), in order to insert them in databases owned by third parties for publication and distribution to licensee customers and/or users of the aforementioned databases. The Publisher remains responsible for the data and metadata thus published and distributed. Specifically, the Publisher guarantees that the data and metadata communicated for the aforementioned purposes do not harm or affect the rights of third parties and can be lawfully made public. The Publisher therefore undertakes to indemnify SL from any liability for claims made by third parties due to or in connection with abuses of third party rights or laws deriving from the publication and distribution of the code and data in question.

4. PRINT ON DEMAND.



4.1. With respect to the titles of its digital catalogue uploaded to Streetlib Publish, the Publisher may:

- i) purchase a desired print run (print run also means the only copy);
- ii) initiate the marketing in "print on demand" within the circuit of digital and brick-and-mortar bookstores and wholesalers connected to SL, including those proposed at the following link: <https://www.streetlib.com/book-stores>;
- iii) make the titles available within Totem, i.e. the SL's e-commerce site for direct purchase by the bookstores, accessible by the latter at <https://totembooks.io/>.

4.2. The Publisher, in order to initiate the "print on demand" distribution, must upload the file in "ready to print" format in the proper section of Streetlib Publish. The Publisher will also have to assign a unique ISBN code to the "ready to print", either independently or by requesting it to be assigned by the platform; the code must be different from that of the corresponding ebook format. With reference to the codes assigned by the platform, the previous point 3.2.1 on ebooks (ISBN in assignment) will apply, with the necessary adjustments and as far as compatible with the paper format of the title. To activate the service, for each title, the payment of a one-off fee is due to SL by the Publisher, as specified in Annex 1 "Economic terms and invoicing". For the creation of the "ready to print" file, the Publisher can autonomously proceed, using the SL software at the following address: <https://writeapp.io/home> or other page layout software, or it can ask SL to provide its own fee-based layout professional service, by connecting to the following address: <https://readybooks.io/>. Once the "ready to print" file is uploaded, the platform will display the cost for unit of the printing service, which represents the minimum price of any printed copy, and the Publisher will be able to set the retail price. Once the "ready to print" is uploaded, the Publisher must enter the data, metadata and all information regarding the title, thus making it available for marketing in "print on demand" mode.

5. STORAGE.

SL, through cloud services offered by third parties, allows the Publisher to upload its catalogue in digital format, with regard to the titles it uploads for marketing through Streetlib Publish. The Publisher acknowledges that the storage space is made available free of charge by SL and is instrumental and connected to the use of marketing services. Therefore, the Publisher acknowledges that, in the absence of activity on Streetlib Publish for a continuous period exceeding three years from the last action performed, SL will have the right to request the return



of the space in use, SL itself being able to provide for the total or partial cancellation of the Publisher's catalogue after fifteen days from the request. With particular regard to the storage of the digital catalogue, SL reserves the right to communicate to the Publisher the maximum limits of free storage space available, after which a contribution may be requested for the related costs.

6. TECHNICAL ASSISTANCE.

SL offers the Publisher a free technical assistance service for uploading the data relating to the titles of its digital catalogue on Streetlib Publish. The assistance is provided by SL staff by email and is instrumental and connected to provide the marketing services.

7. REPORTING AND INVOICING.

SL makes available to the Publisher free of charge, through the platform, the reporting service that allows it to view the revenues deriving from the sale of the works through each of the marketing channels that can be activated on the platform. The service also allows the management of the invoicing of marketing revenues. The reports and the consequent invoicing services are instrumental and connected to the marketing by the Publisher and remain available to the Publisher for a period of five years starting from the availability of each of the mentioned reports within the platform.

8. DIGITAL BOOKSTORES CHANNEL – PUBLISHER'S REVENUES AND SL'S COMPENSATION.

8.1. DIGITAL BOOKSTORES. For titles sold through the digital bookstores connected to Streetlib Publish, the Publisher will receive the revenues from the sale according to the revenue business model applied by each of the individual digital bookstores and net of the compensation due to SL. The commissions and costs to be paid to digital bookstores by the Publisher will be those established by the digital bookstores themselves according to their own business model and revenues sharing policy. The terms and conditions applied by the digital bookstores with which SL is connected are available at the following address: <https://www.streetlib.com/book-stores> and it is the Publisher's responsibility to become acquainted with them, even directly, by accessing the relative web pages of the various digital bookstores. The Publisher is aware of the fact that digital bookstores can change their business and revenues sharing models over time, depending on their commercial policies. However, the Publisher retains the right, through the platform, to select if and which titles shall be distributed by one or more digital bookstores.



8.2. SL's compensation is indicated in Annex 1 "Economic terms and invoicing". SL will retain the amount due to it from the sale revenues reported by the various digital bookstores resulting from the reports available on Streetlib Publish and from the register of invoices issued by SL to the same subjects.

9. "TOTEM" BOOKSTORES AND WHOLESALERS CHANNEL – PUBLISHER'S REVENUES AND SL'S COMPENSATION.

9.1. TOTEM. For the "print on demand" sale of the titles in its digital catalogue to the bookstores within Totem (SL e-commerce space for purchase by the bookstores), the Publisher will receive, for each printed copy, the revenues due based on the public sale price of the work it set (cover price), net of the compensation due to SL, as indicated in Annex 1 "Economic terms and invoicing".

9.2. WHOLESALERS. If the sale of the work in "print on demand" takes place to wholesalers, therefore when point 9.1. above does not apply, the Publisher will receive, for each printed copy, the revenues due on the cover price, net of the compensation due to SL, as indicated in Annex 1 "Economic terms and invoicing".

9.3. SL will retain its compensation from the sale revenues reported by bookstores and wholesalers resulting from the reports available on Streetlib Publish and from the register of invoices issued by SL to the bookstores and wholesalers.

10. "PRINT RUN ON DEMAND" - COSTS.

The Publisher can purchase a desired print run of the work uploaded on Streetlib Publish in "ready to print" format, and subsequent shipment of the printed copies to the address indicated by the Publisher, recognizing to SL, for each printed copy, a consideration determined according to the conditions set out in Annex 1 "Economic terms and invoicing", to be paid at the time of purchase.

11. INTELLECTUAL PROPERTY - PUBLISHER'S REPRESENTATIONS AND WARRANTIES - OBLIGATIONS TO INDEMNIFY.

11.1. Publisher has exclusive liability with regard to intellectual property rights, ownership rights in and to the copyrights and all other exploitation rights regarding the works and any content uploaded and marketed by the Publisher through Streetlib Publish. The Publisher represents, declares and guarantees SL that the publication, distribution, communication, marketing and sale



of the works, in compliance with this Agreement, do not violate the intellectual property rights of any third party. In relation to the mentioned titles, their cover and all their content, including graphics, photographs, videos or sounds, the Publisher represents SL and warrants that it has, and will maintain throughout the term of this Agreement, the ownership rights in and to the copyright, and all other intellectual property rights, rights, faculties and interests into the content, including, for example, the publication, reproduction, distribution, communication, streaming, transmission and rental rights for the work and its contents, in Italy and abroad, as well as all the secondary and related rights, for which the Publisher remains responsible for providing, within the work itself, every indication and warning with regard to the licenses it will release in order to protect its own interests and rights. The Publisher shall, at first demand, indemnify and hold SL, its directors, employees, affiliates, collaborators, harmless from and against any claim of third parties for any reason advanced, arises from any breach of the Publisher's representations or warranties set forth herein. The indemnity due shall cover any economic, reputational damage and any damage to the image, including damage or other payments to third parties, internal costs and legal costs, fines or penalties, whether resulting from the breach or not of the guarantees and declarations given hereby.

11.2. Should SL become aware, also because of notices or claims by third parties, of any claim of unlawfulness of the titles and/or of any digital content uploaded and sold by the Publisher, in breach of the Publisher's representations or warranties set forth above at 11.1, it shall notify the Publisher. In such event, the Publisher shall immediately, and as a precautionary measure, suspend the marketing of the works via Streetlib Publish, until the dispute will come to be fully cleared; failing that, the Publisher hereby authorizes SL to suspend the marketing on its own initiative. The Publisher is required to actively cooperate with SL, also by entering into direct contact with the claimants, for the purpose of a prompt clarification concerning the third parties claims and with regard to any arising dispute, being acknowledged that SL will have the faculty, on its discretion, to provide the third parties with all the information and data regarding the distribution of the disputed audiobooks and digital content. Should SL receive from third parties the said notices or claims, it shall have the right, on its sole discretion and until the dispute with the third parties will come to be fully cleared, to suspend any payment regarding the contested titles and to retain, as a warranty for the Publisher's indemnification obligation set forth above at 11.1, any amount, up to a maximum of the overall revenues of all the Publisher's titles sold through Streetlib Publish, that has to be given by SL to the Publisher under any consideration or otherwise held by SL on behalf of the Publisher.



11.3. The Publisher represents to SL and warrants that each and all the works in its digital catalogue, their cover and all their content shall not be illegal and shall not be spam, or have contents, data or information that are unlawful or contrary to the digital bookstores' terms and conditions for the sale of the works, or content contrary to morality, morality and / or public order, nor will it have content contrary to the laws on the protection of personal data, pornographic, child pornography and / or in any case content that is obscene, defamatory, abusive, or content of a discriminatory or offensive type in relation to religions, races, gender, nationality and, more generally, offensive content for third parties. The Publisher shall, at first demand, indemnify and hold SL, its directors, employees, affiliates, collaborators, harmless from and against any claim of third parties for any reason advanced, arises from any breach of the Publisher's representations or warranties set forth herein. The indemnity due shall cover any economic, reputational damage and any damage to the image, including damage or other payments to third parties, internal costs and legal costs, fines or penalties, whether resulting from the breach or not of the guarantees and declarations given hereby.

11.4. Should SL become aware of a breach of the Publisher's representations or warranties set forth above at 11.3., including those resulting from disputes or claims by third parties, it shall notify the Publisher. Without prejudice to the provisions of this paragraph in terms of guarantee, liability and indemnity, upon notification, the Publisher shall immediately, and as a precautionary measure, suspend the marketing of the works via Streetlib Publish, until the dispute will come to be fully cleared. In such event, the Publisher is required to actively cooperate with SL, also by entering into direct contact with the claimants, for the purpose of a prompt clarification concerning the third parties claims and with regard to any arising dispute, being acknowledged that SL will have the faculty, on its discretion, to provide the third parties with all the information and data regarding the marketing of the disputed works and digital content. Should SL receive from third parties the said notices or claims, it shall have the right, on its sole discretion and until the dispute with the third parties will come to be fully cleared, to suspend any payment regarding the contested titles and to retain, as a warranty for the Publisher's indemnification obligation set forth above at 11.3, any amount, up to a maximum of the overall revenues of all the Publisher's titles sold through Streetlib Publish, that has to be given by SL to the Publisher under any consideration or otherwise held by SL on behalf of the Publisher.

11.5. Both SL and the Publisher reciprocally acknowledge that this Agreement, except for that expressly provided for by it and needed for its execution, does not provide for nor imply any transfer or license of the intellectual property rights regarding the Publisher's works and the



copyrights or industrial property of the Publisher and SL respectively. If, in the supply of the services, the Publisher's titles or other digital content uploaded by the Publisher on the platform should bear the SL's logo or brand or trademarks or other brands or distinctive marks owned by or at the disposal of SL itself, these references must not be understood as implicit license to use them. Commercial data, data and metadata, generated by the sale and any processing of the same arising out the sale through Streetlib Publish, are a property of, and in the disposal of, SL. The Publisher acknowledge that the technology, software, digital contents, logos, trademarks, brands copyrights and generally all the intellectual and industrial property rights held by SL are not transferred through this Agreement.

11.6. The Publisher will take care and remains solely responsible for the fulfilment of any legal requirements regarding the publication and sale of ebooks, audiobooks and "print on demand", for which the Publisher is fully and exclusively liable, therein including the obligations of legal deposit and any connected tax obligations.

12. SIGNING AND TERM OF THE AGREEMENT.

12.1. The Agreement is deemed concluded and effective between the Parties on the date of display and acceptance of the same by the Publisher in the manner described in section 17 below, and shall, unless terminated as provided below, continue for a period of 1 year. At the end of the term the Agreement shall, unless terminated by either Party by giving three months written notice (by certified email or registered mail) to the other Party, automatically be extended in new terms of 1 year each. In case either Party becomes insolvent or is declared bankrupt, the other Party shall have the right to immediately terminate this Agreement by giving the other Party notice thereof.

12.2. It is understood between the Parties that in any case of termination of the Agreement, including the hypotheses of withdrawal or termination of the same, the Parties themselves will remain obliged as far as possible for the consequent withdrawal from existing relationships with other IT platforms or digital bookstores for the sale of the Publisher's ebooks and audiobooks, without prejudice to the constraints and the discipline of withdrawal by SL stability in relations with the mentioned subjects.

12.3. During the term of the Agreement, the Publisher may deactivate, through the platform, the marketing of one or more titles previously uploaded to Streetlib Publish. In this case, SL will endeavour to withdraw such titles from distribution, in compliance with the conditions and terms established by the digital bookstores where they are marketed. The withdrawal of one or more



titles by the Publisher will not exempt him from paying the consideration for the services already rendered, just as the withdrawal does not release SL from performance of the services for which it has already obtained payment of the consideration.

13. TERMINATION OF THE AGREEMENT.

If a Party materially breaches this Agreement, then the other party may terminate it upon written notice if the breaching Party fails to cure the breach within 30 days after notice of a breach. SL has the right to immediately terminate the Agreement or to immediately suspend the provision of its services in case of any breach or claimed breach, respectively, of the representations, warranties and obligations set forth in section 11 above, as well as in case of breach of the Publisher obligation set forth in section 2.2.f.) above.

14. PERMANENCE OF THE END-USERS ACQUIRED RIGHTS.

It remains acknowledged between the Parties that in case of withdrawal by the Publisher of one or more titles from marketing, as well as after the termination, or in case of earlier termination of this Agreement, and so also beyond the terms of its duration, the rights of the end users who have legally purchased rights or faculties the mentioned titles in the course of the execution of the Agreement should be granted. Therefore, the Publisher authorizes SL to keep and to distribute a copy of the work even beyond the termination of the Agreement for the sole scope to grant the end-users the full exercise of their faculties, to which they were previously entitled, related to the work itself, such as, for example, the streaming or download of the audiobooks and the supply of post-sale services. The Publisher authorizes the same faculty to the digital and physical bookstores and the intermediaries through which, during the implementation period of this Agreement, the marketing of the mentioned titles has taken place.

15. MAINTENANCE AND UPDATE OF THE PLATFORM AND IT SYSTEMS.

15.1. The Publisher acknowledges that, during the supply of services, there can be temporary disabling of Streetlib Publish due to major force, technical causes, maintenance, software updates, replacement of hardware, instability or disconnection of the internet connections with the Publisher's devices and/or with the digital bookstores, including those which are owned by the same SL. It remains understood that there can be temporary inefficiencies, disabling, delays or malfunctioning regarding the connection of Streetlib Publish with one or more digital bookstores, including those of SL itself, due to delays in internet services or malfunctioning of



third parties, such as, for example, cloud services which SL buys from third parties for the storage of the ebooks and audiobooks.

15.2. SL shall not be responsible for any delays or breaches in this Agreement caused by any fact or circumstances beyond its control.

16. OBLIGATIONS OF GOOD FAITH IN THE INTERPRETATION AND EXECUTION OF THE AGREEMENT -

INTEGRATION OF THE AGREEMENT.

According to the innovative nature of the services covered by this Agreement, the Parties reciprocally acknowledge that during the term of the Agreement itself the Parties shall endeavour, in good faith and with the obligation to safeguard mutual interests related to its execution, to produce any reasonable interpretation and integration of it which may be requested by technical reasons, legislative innovations, novelties in the application procedures of tax obligations, etc.

17. SIGNING OF THE AGREEMENT, COSTS AND NOTICES.

17.1. In order to activate the services referred to section 1, the Publisher selects the relevant item within Streetlib Publish and displays the contents of this Agreement online. The Agreement is deemed concluded and effective between the Parties at the time of its display by the Publisher, followed by the acceptance of the entire content displayed by checking the boxes at the bottom of the text specifically dedicated to this acceptance. The acceptance is extended to Annex 1 "Economic terms and invoicing".

17.2. Following the acceptance of the Agreement, the Publisher undertakes to communicate, for the entire duration of the relationship, its own data, accurate and complete, and any variation of the same, necessary for invoicing and any tax or contractual obligation.

17.3. Each Party shall bear its own respective costs incurred in relation to the negotiation, preparation and execution of the Agreement.

18. ASSIGNMENT OF THE AGREEMENT.

StreetLib may assign or otherwise transfer the Contract to third parties, as well as the individual rights and obligations arising from the same, upon simple written communication to the Publisher, to be sent by certified email or registered mail, with notice of not less than 15 days with respect to the date in which the assignment or transfer will be effective.



19. GOVERNING LAW AND JURISDICTION.

The Agreement is governed by Italian law, and is subject to the exclusive jurisdiction of the Italian Judicial Authority. Any dispute that may arise between the Parties under the Agreement will be subject to the exclusive territorial jurisdiction of the Court of Milan.

* * *

The Parties declare that all the data exchanged and related to the execution of the Agreement will be treated in compliance with current regulations and in compliance with the provisions of the G.D.P.R. EU Regulation 2016/679 and Legislative Decree 196/2003 as amended by Legislative Decree 101/2018.

The Publisher, as author and / or owner of the processing of the personal data of the authors, also undertakes to respect, in the mentioned capacity, any legal obligation referred to in the G.D.P.R. EU Regulation 2016/679 and Legislative Decree 196/2003 as amended by Legislative Decree 101/2018.

* * *

- I declare that I have dully read and understood the entire content of this Agreement, which I approve in all its provisions.**

- I also declare that I specifically approve the following clauses, in all their points:**
 - **2. Permissions granted by the Publisher;**
 - **11. Intellectual property - Publisher's representations and warranties - Obligations to indemnify;**
 - **12. Signing and Term of the Agreement;**
 - **18. Assignment of the Agreement;**
 - **19. Governing law and Jurisdiction.**

- Finally, I declare that I specifically approve Annex 1 "Economic terms and invoicing".**

A copy of this Agreement will be stored in your account on Streetlib Publish.



ANNEX 1 ECONOMIC TERMS AND INVOICING

DIGITAL BOOKSTORES CHANNEL

In relation to point 8 of the Agreement "PUBLISHER'S REVENUES AND SL'S COMPENSATION", the SL's unitary compensation (excluding VAT) is indicated in the following table.

Table A. DIGITAL BOOKSTORES

SL's Fees		
ebook	audiobook	"print on demand"
10% of the cover price	20% of the proceeds from sale (according to the business and revenues sharing model applied by each bookstore)	- activation price: € 49 (one-time fee when uploading the title) + 10% on the cover price + variable price for printing service (*)

(*) The price due for the printing service varies in relation to the characteristics of the "ready to print" file and is displayed by the Publisher when the file is uploaded to the platform. To get the printing done, SL turns to partners selected by SL itself. Once the print on demand channel is activated, printing costs remain subject to possible fluctuations over time. SL undertakes to promptly notify the Publisher of any increases that are equal to or greater than 15% of the cost displayed to the Publisher at the time of setting the file as "ready to print" file.

PAYMENTS AND INVOICING

The Publisher may issue an invoice to SL with a frequency of quarterly; in particular, it will issue an invoice to StreetLib Srl, based on the information provided from time to time in the user area of the Streetlib Publish billing service, for an amount equal to the amount of the revenues due to the Publisher itself, less the fees due to SL as indicated above in Table A.

SL will make the payment within 60 days from the end of the month in which the invoice issued by the Publisher is received. Payment to the Publisher by SL will be made by bank transfer if the amount of the invoices exceeds € 200,00, or with the other payment methods highlighted on the



platform on the following page: <https://streetlib.co/billing-reporting-payment>.

The one-off price for activating the print on demand will be immediately due by the Publisher to SL upon uploading the "ready to print" file.

"TOTEM" BOOKSTORES CHANNEL

In relation to point 9.1 of the Agreement ("TOTEM"), the Publisher's unitary revenues and the SL's unitary compensation (excluding VAT) are indicated in the following table.

Table B. "TOTEM" BOOKSTORES

Print on demand	
Publisher's unitary revenues	SL's unitary compensation
60% of the cover price, less the SL's unitary compensation (as calculated in the next column)	- activation price €: 49 (one-time fee when uploading the title) + 10% of the cover price + variable price for printing service (*)

(*) The price due for the printing service is variable in relation to the features of the "ready to print" file and is displayed to the Publisher when the file is uploaded to the platform. To get the printing done, SL turns to partners selected by SL itself. Once the print on demand channel is activated, printing costs remain subject to possible fluctuations over time. SL undertakes to promptly notify the Publisher of any increase that is equal to or greater than 15% of the cost displayed to the Publisher at the time of setting the file as "ready to print".

WHOLESALE CHANNEL

In relation to point 9.2 of the Agreement ("WHOLESALE"), the Publisher's unitary revenues and the unitary SL's compensation (excluding VAT), are indicated in the following table.

Table C. WHOLESALE

Print on demand	
Publisher's unitary revenues	SL's unitary compensation
45-50% of the cover price, less the SL's unitary compensation (as calculated in the next column) (*)	- activation price: € 49 (one-time fee when uploading the title) + 10% of the cover price + variable price for printing service (**)

(*) The percentage payable to the Publisher varies within the interval indicated in relation to the wholesaler involved from time to time, as will be reported on the platform.



(**) The fee due for the printing service is variable in relation to the features of the "ready to print" file and is displayed to the Publisher when the file is uploaded to the platform. To get the printing done, SL turns to partners selected by SL itself. Once the print on demand channel is activated, printing costs remain subject to possible fluctuations over time. SL undertakes to promptly notify the Publisher of any increase that is equal to or greater than 15% of the cost displayed to the Publisher at the time of setting the file as "ready to print".

PAYMENTS AND INVOICING

The Publisher may invoice to SL at quarterly intervals; in particular, it will issue an invoice to StreetLib Srl, based on the information provided from time to time in the user area of the Streetlib Publish billing service, for an amount equal to the amount of the revenues due to the Publisher itself, less the amount due to SL according to as indicated above in Tables B and C.

SL will make the payment within 60 days from the end of the month in which the invoice issued by the Publisher is received. Payment to the Publisher by SL will be made by bank transfer if the amount of the invoices exceeds € 200,00, or with the other payment methods highlighted on the platform on the following page: <https://streetlib.co/billing-reporting-payment>.

The one-off price for activating the print on demand will be immediately due by the Publisher to SL upon uploading the "ready to print" file.

"PRINT RUN ON DEMAND"

In relation to point 10 of the Agreement "PRINT ON DEMAND - COSTS", the SL's unitary compensation (excluding VAT) is indicated in the following table.

Table D. "Print run on demand"

SL's unitary compensation (excluding VAT)
- activation price: € 49 (one-time fee when uploading the title)
+ variable price for printing service (*)
+ shipping costs (**)

(*) The amount due for the purchase of the printing service varies in relation to the features of the "ready to print" file and is displayed to the Publisher when the file is uploaded to the platform. To get the printing done, SL turns to partners selected by SL itself. Once the print on demand channel is activated, printing costs remain subject to possible fluctuations over time. SL undertakes to promptly notify the Publisher of any increase that is equal to or greater than 15% of the cost



displayed to the Publisher at the time of setting the file as "ready to print".

(**) The shipping costs vary in relation to the weight, size and destination of the books and are displayed at the time of the order.

PAYMENTS AND INVOICING

The one-off price for the activation of the print on demand will be immediately due by the Publisher to SL upon loading of the "ready to print" file. The payment of the runs will be due at the time of their purchase. SL will invoice the Publisher at the time payments are due.