



TERMS AND CONDITIONS FOR SERVICE PROVISION

(EBOOK AND AUDIOBOOK; PRINT ON DEMAND – AUTHORS AND PUBLISHERS)

Milan, version “January 2024”

StreetLib S.r.l., with registered office in Corso Venezia 10, 20121 Milan (MI), Italy, tax code and VAT number 05338720963, email (certified): simplicissimus@pec-mail.it, REA MI-2094063, 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).

StreetLib S.r.l. is the owner of “StreetLib”, an online computer platform, which allows authors and publishers to acquire several publishing digital services, including in particular the uploading and storing of their works in digital format to market them to end users as ebook or audiobook, through retailers as digital bookstores, web applications and mobile devices connected to StreetLib (hereinafter collectively “digital bookstores”), or even, upon request for the “print on demand” service, in print format, for their marketing through digital or physical bookstores.

The use of StreetLib is granted for commercial purposes of authors and publishers.

Authors and publishers who intend to purchase services from StreetLib S.r.l. for the marketing of works in their digital catalog must register in advance on StreetLib by creating their personal account for platform usage; this includes accepting the corresponding General Conditions, which are an essential prerequisite for accessing the services.

In this document, the following terms have the meanings indicated next:

“SL”: StreetLib S.r.l.;

“Publisher”: authors and publishers interested in purchasing services from StreetLib S.r.l. for commercial purposes via StreetLib;

“Contract”: the acceptance of these Terms and Conditions, including Annex 1 “Economic terms and invoicing”, for the offer of services by SL;

“audiobook”: any digital file containing one or more works, including recorded readings of the work and may also include, among other things, sounds, text, art, images, photographs, videos, metadata, and other digital content related to the work;

“ebook”: digital files of various formats, including PDF, ePub, and Kindle, containing one or more works primarily composed of text and may also include, among other things, images, photographs, sounds, metadata, and other digital content related to the work;

“ready to print” file: any digital file suitable for print on demand of the paper copy of the work;

“work/s”: referring to both audiobooks, ebooks, and ready to print files.



In addition to the explicitly stated conditions, the General Conditions for activating the StreetLib account also apply.

Additional (optional) services may be integrated into the platform environment, and in such cases, acceptance of their respective conditions will be required.

1. SUBJECT.

1.1. Through StreetLib, SL provides the services described below, which can be activated upon the Publisher's request regarding the works in its digital catalogue.

1.1.1. Ebook and audiobook. The use of StreetLib allows the Publisher, upon request, to market ebooks and audiobooks through the online Store of SL and/or other digitally connected bookstores through StreetLib.

1.1.2. Print on demand. The use of StreetLib allows the Publisher, upon request, to market works in "print on demand" mode through the online Store of SL and/or "Totem" (SL's e-commerce space for library purchases, accessible at <https://totembooks.io/>) and/or through digitally or physically bookstores connected to StreetLib or served by wholesalers.

1.2. The activation of the above services implies, in any case, the activation of connected services, in particular:

1.2.1. Storage;

1.2.2. Technical support;

1.2.3. Reporting and invoicing;

1.3. The features of StreetLib 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, 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,

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 contract and 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, 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 point 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 marketing of works through digital bookstores, even if they involve limitations regarding sales territories and/or other restrictions related to sales or end-user licensing. SL is granted broad discretion in this regard, except for the granting of exclusives. The terms and conditions applied by the digital bookstores connected to SL can be viewed at the following address: <https://www.streetlib.com/book-stores>, and it is the Publisher's responsibility to have direct knowledge by accessing the respective web pages of various digital bookstores. Specifically, for the provision of services, the Publisher hereby authorizes SL to store, archive, reproduce, communicate, distribute, stream, convert into other digital formats, and electronically transmit the Publisher's ebooks and audiobooks in Italy and abroad without any territorial limitations. SL may also authorize its own and any other digital bookstore connected to StreetLib for the storage, archiving, reproduction, communication, distribution, streaming, conversion into other digital formats, and the application of DRM systems, sale, rental, digital lending (libraries), promotion, indexing, and any other method of marketing the Publisher's ebooks and audiobooks without territorial limitations. This includes allowing innovative ways of enjoying the work, such as adding a personalized introduction and brief summaries, highlighting, providing captions, text-to-speech, speech-to-text, and features like family sharing or periodic subscription for the use of digital content comprising the work. The Publisher authorizes the release of information, including, if provided, editorial material, information about the works or the author of the work, links, graphics, metadata, photos, advertisements, trademarks, sounds, and videos related to the works, free previews for promotional purposes within reasonable limits customary in the industry, as required by digital bookstores;

2.2.b) authorizes SL to carry out any action or operation connected to the supply of the services, provided that it does not increase the costs for the Publisher in any way beyond what is agreed upon in this Contract. 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 marketing of these ebooks and audiobooks under this Contract;

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 SL to reach said agreement even by reducing the retail price. In any case, the Publisher will have the possibility to choose, through StreetLib, the exclusion of one or more digital bookstores for the marketing of its works;

2.2.d) authorizes SL, in the event that certain digital bookstores require a mandatory minimum duration for the agreement for the sale of works, to accept such a condition. In this case, SL will promptly take steps to ensure that, in the event of the Publisher's withdrawal from this Contract, the duration of the relationship with the digital bookstore is limited to the minimum contractually specified, without renewal;

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 market its works through StreetLib 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. SL is therefore hereby granted by the Publisher the sole authorization to upload the Publisher's works 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 Contract. 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 marketing of the Publisher's works and to collect the revenues from works marketing 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



Contract and require to the Publisher the double of any incurred loss.

2.3. For the marketing of works in "print on demand", in addition to the authorizations all indicated above - which, where applicable, are also extended to SL's relationships with physical 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 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.

3.1. The Publisher, through StreetLib, will be able to offer its ebooks and audiobooks for their marketing through the digital bookstores with which the platform will be connected from time to time, listed at the following address: <https://www.streetlib.com/book-stores>, subject to the consent of the same. The Publisher will also be able to select only some of the digital bookstores through which to distribute its ebooks and audiobooks. SL will notify the Publisher of the additional bookstores with which it has established a new connection, while the Publisher remains entitled, via the platform, to enable or not the sale on additional bookstores. SL does not guarantee in any way the permanent connection of StreetLib with one or more bookstores.

3.2. For each ebook to be uploaded to StreetLib, the Publisher will have to assign a unique ISBN code, either independently or by requesting it to be assigned to 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, 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 ready to print file in the proper section of StreetLib. 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 works it uploads for marketing through StreetLib. The Publisher acknowledges that the storage space is instrumental and connected to the use of marketing services. Therefore, the Publisher acknowledges that, in the absence of activity on StreetLib 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.

6. TECHNICAL ASSISTANCE.

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

The technical assistance service also includes all the technical activities that SL carries out so that the services are effectively provided, such as in particular the electronic file transmission activity.

7. REPORTING AND INVOICING.

SL makes available to the Publisher, 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 and remain available to the Publisher for a period of five years starting from the availability of each of the mentioned reports within StreetLib.

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

8.1. DIGITAL BOOKSTORES. For works marketed through digital bookstores connected to StreetLib, the Publisher will receive revenues from sales according to the revenue-sharing model applied by each individual digital bookstore, net of amounts due to SL for marketing activities, as specified in the following point 8.2. The commissions and costs to be recognized by the Publisher to digital bookstores will be those established by the digital bookstores themselves, according to the business and revenue-sharing model each has adopted. The terms and conditions applied by the digital bookstores to 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 aware of them by accessing the respective web pages of various digital bookstores directly. The Publisher acknowledges being aware that digital bookstores may change their business and revenue-sharing models over time, depending on their commercial policies. Nevertheless, the



Publisher retains the option, through the platform, to exclude the marketing of their works by one or more digital bookstores.

8.2. The amounts due to SL are calculated in such a way as to ensure that the Publisher receives revenue equal to 70% of the turnover generated by SL, net of VAT, towards the digital bookstore, as indicated in Annex 1 "Economic terms and invoicing".

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

9.1. TOTEM. For the "print on demand" sale of the works 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 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 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. The Publisher represents, declares and guarantees SL that the publication, distribution, communication, marketing of the works, in



compliance with this Contract, do not violate the intellectual property rights of any third party. In relation to the mentioned works, 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 Contract, 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 illegality 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 point 11.1, it shall notify the Publisher. In such event - without prejudice to the provisions in terms of guarantee, liability and indemnity - the Publisher shall immediately, and as a precautionary measure, suspend the marketing of the works via StreetLib, 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 works and to retain, as a warranty for the Publisher's indemnification obligation set forth above at point 11.1, any amount, up to a maximum of the overall revenues of all the Publisher's works sold through StreetLib, 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 or ethnicity 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.

11.4. Should SL become aware of a breach of the Publisher's representations or warranties set forth above at point 11.3, including those resulting from disputes or claims by third parties, it shall notify the Publisher. In such event - without prejudice to the provisions in terms of guarantee, liability and indemnity - the Publisher shall immediately, and as a precautionary measure, suspend the marketing of the works via StreetLib, 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 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 point 11.3, any amount, up to a maximum of the overall revenues of all the Publisher's titles sold through StreetLib, 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. The Parties reciprocally acknowledge that this Contract, 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 works 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 marketing and any processing of the same arising out the marketing through StreetLib, 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 Contract.

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. TERM AND WITHDRAWAL. CHANGES TO THE CONTRACT.

12.1. The Contract is open-ended, with the option for either Party to terminate it by giving communication via email, with a thirty-day notice period from the effective date of termination. In any case, if either Party is involved in a business crisis procedure, the other Party has the right to immediately terminate the Contract by notifying the other Party via email. For communications between the Parties, the provisions of the following point 17.2 apply.

12.2. It is understood between the Parties that in any case of termination of the Contract, including instances of termination or resolution, the Parties themselves will remain obligated to do everything possible for the subsequent termination or cancellation of relationships with digital bookstores for the marketing of the Publisher's ebooks and audiobooks. This is subject to the constraints and termination provisions established by SL in its relationships with the aforementioned entities. Following termination, SL has the right to deactivate the Publisher's registration account.

12.3. During the Contract, the Publisher may deactivate, through the platform, the marketing of one or more works previously uploaded to StreetLib. In such a case, SL will act to withdraw those works from the market, respecting the conditions and terms established by the digital bookstores where they are in circulation. The withdrawal of one or more works by the Publisher does not exempt them from payment for services already rendered, just as SL's termination does not



exempt it from performing services for which it has already received payment.

12.4. SL has the right to modify the Contract at any time, including Annex 1 "Economic terms and invoicing". The amendments will be communicated by SL to the Publisher at the email address registered in the StreetLib account, and they will take effect on the specified effective date, not less than thirty days from the sending of the relevant informative communication. SL will make the modified Contract, with the effective date of the respective change clearly indicated, available through the platform accessible from the Publisher's account. The Publisher who wishes to continue using the services offered by SL, need not take any action. However, a Publisher who does not wish to continue the relationship with SL under the new conditions and terms, may terminate the Contract by removing the content uploaded to StreetLib and deactivating its account before the modification becomes effective. Any additional time required for the disconnection of the service by digital and/or physical bookstores and intermediaries connected with StreetLib is expressly reserved.

13. TERMINATION. SUSPENSION OF SERVICES.

In the event of a breach of obligations arising from the Contract, the party alleging such breach may declare the termination of the Contract if the defaulting party has not remedied the violation within thirty days of receiving the notice of the breach from the other party. SL has the right to immediately terminate the Contract or suspend the execution of some or all of its services in cases where the Publisher violates the commitments, statements, or warranties specified in the above point 11. This includes receiving reports of the Publisher's improper use of services provided by SL through the platform, as well as the Publisher's breach of obligations as outlined in the above point 2.2.f).

14. PERMANENCE OF THE END-USERS ACQUIRED RIGHTS.

It is understood between the Parties that in the event of channel deactivation, withdrawal from the marketing of one or more works, as well as after the expiration of the Contract or in any case of termination or early termination thereof, even beyond the terms of its duration, the rights of end-users who have lawfully acquired rights or licenses related to the aforementioned works during the period in which the Contract was executed are preserved.

Therefore, the Publisher authorizes SL to retain and transmit over the internet a copy of the work even after termination and beyond the duration of the Contract, ensuring the exercise of related rights, such as downloading and streaming by end-users who have acquired such rights before



the termination of the Contract or to provide them post-sales services. The Publisher grants similar rights to digital or physical bookstores and intermediaries through which, during the validity of the Contract, the marketing of the aforementioned works 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 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 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 Contract caused by any fact or circumstances beyond its control.

15.3. StreetLib will undergo evolutions during this Contract, including adapting to changes in technical security measures, technological conditions, and market conditions. The Publisher, therefore, undertakes to stay informed about innovations, integrations, technical modifications, and technological developments by periodically accessing the platform, even independently of the actual use of the services.

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

According to the innovative nature of the services covered by this Contract, the Parties reciprocally acknowledge that during the term of the Contract 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. CONCLUSION OF THE CONTRACT, COSTS E COMMUNICATIONS BETWEEN THE PARTIES.

17.1. For acceptance of the Contract, the Publisher, after having created his own account for the



use of the platform, shall flag the relevant items within StreetLib which allow to view and accept these Conditions and Terms for the offer of services by SL.. The acceptance extends to Annex 1 "Economic terms and Invoicing".

17.2. Throughout the duration of the Contract, the Publisher undertakes to provide SL with its data, accurately and completely, as well as any changes to the same, necessary for invoicing or any other tax or contractual obligation. In particular, the Publisher commits to communicating to SL, already during the registration for the activation of the StreetLib account, and for the purposes of this Contract, an email address that is kept active, valid, and functional under the responsibility of the Publisher. This is to receive and regularly review SL's communications related to the Contract, including those containing changes to the Contract as indicated in the above point 12.4, as well as communications related to technical measures for service usage and security. In the absence of communication of the change of the registration email, as well as SL's email indicated in the Contract header, communications between the Parties to the respective original registration email and the one indicated for SL in the header of the Contract are considered effectively occurred between the Parties.

18. GOVERNING LAW AND JURISDICTION.

The Contract 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 Contract will be subject to the exclusive territorial jurisdiction of the Court of Milan, Italy.

* * *

SL declares that all data exchanged and related to the execution of the Contract will be processed in compliance with the current regulations and in accordance with the provisions of the GDPR (EU Regulation 2016/679) and Legislative Decree no. 196/2003, as amended by Legislative Decree no. 101/2018.

By entering into this Contract, the Publisher declares to process the exchanged data related to the execution of the Contract in compliance with the provisions of the GDPR (EU Regulation 2016/679) and Legislative Decree no. 196/2003, as amended by Legislative Decree no. 101/2018. In particular, as the author and/or data controller of the personal data of the authors, the Publisher also undertakes to respect, in that capacity, every applicable legal obligation under the aforementioned regulations.

* * *

A copy of this document will be stored in your account on StreetLib.



ANNEX 1

ECONOMIC TERMS AND INVOICING

DIGITAL BOOKSTORES CHANNEL

In relation to point 8 of the Contract “DIGITAL BOOKSTORES RETAILER CHANNEL - PUBLISHER'S REVENUES AND SL'S COMPENSATION”, the economic terms (excluding VAT) are indicated in the following table.

Table A. DIGITAL BOOKSTORES

Retailer		
ebook	audiobook	“print on demand”
1) No activation price 2) Publisher’s revenues: 70% of the turnover, net of VAT, made by SL towards the digital bookshop (according to the business and revenue-sharing model applied by each bookstore)	1) No activation price 2) Publisher’s revenues: 70% of the turnover, net of VAT, made by SL towards the digital bookshop (according to the business and revenue-sharing model applied by each bookstore)	1) Activation price equal to 49€ per book 2) Distribution commission equal to 10% on the cover price 3) Printing service price, variable based on the characteristics of the book (*)

(*) 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.

In case of opting for DRM protection of the file through third-party technology (Adobe), SL will apply a cost of € 0,25 per sales transaction to the Publisher.

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 fees due to SL, as indicated above in Table A and for DRM protection if applicable.

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/payment-it>.

The one-off price for the print on demand service will be immediately due by the Publisher to SL, only in case of activation of the service, upon uploading the “ready to print” file.

PHYSICAL BOOKSTORES CHANNEL

In relation to point 9.1 (“TOTEM”) and 9.2 (“WHOLESALE”) of the Contract, the Publisher’s unitary revenues and the SL’s unitary compensation (excluding VAT) are indicated in the following table.

Tabella B. PHYSICAL BOOKSTORES

Print on demand	
Publisher’s unitary revenues	SL’s unitary compensation
StreetLib Totem Bookstore	
60% of the cover price, less the SL’s unitary compensation (as calculated in the next column)	1) Activation price equal to 49€ per book 2) Distribution commission equal to 10% on the cover price 3) Printing service price, variable based on the characteristics of the book (**)
Bookstores Connected via Wholesalers	
45-50% of the cover price, less the SL’s unitary compensation (as calculated in the next column) (*)	1) Activation price equal to 49€ per book 2) Distribution commission equal to 10% on the cover price 3) Printing service price, variable based on the characteristics of the book (**)

(*) 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 Table B.

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/payment-it>.

The one-off price for the print on demand service will be immediately due by the Publisher to SL, only in case of activation of the service, upon uploading the "ready to print" file.

"PRINT RUN ON DEMAND" SERVICE

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

Table C. "PRINT RUN ON DEMAND"

SL's unitary compensation
1) activation price: € 49 (one-off price, only in case of activation of the service by the Publisher, when uploading the title)
2) variable price for printing service (*)
3) 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 print on demand service will be immediately due by the Publisher to SL, only in case of activation of the service, upon uploading 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.