



AGREEMENT

BETWEEN

Amplitudo LTD, with registered office in **Glasgow (Scotland)**, company identification number: **653709**, email: **hello@amplitudo.co.uk** also "Agent".

AND

* If you represent a company please fill both sections

COMPANY TAX INFORMATION											
NAME OF ORGANIZATION											
CITY OR TOWN			ADDRESS								
POSTCODE		COUNTRY									
VAT NUMBER			TAX CODE								
PERSONAL INFORMATION											
NAME AND SURNAME								SEX		M	F
TAX CODE				ID. DOCUMENT							
BORN IN		ON		ADDRESS							
POSTCODE		COUNTRY									
DOCUMENT NO.		COUNTRY OF ISSUED			ISSUED ON						
TELEPHONE		E-MAIL									

hereinafter also "Publisher"

SUMMARY

1	PREAMBLE	4
2	TERMS OF THE CONTRACT	4
	<i>2.1 Duration of the contract</i>	4
3	SURVIVORSHIP	5
4	LICENSING TERMS	5
5	ECONOMIC TERMS OF THE CONTRACT	5
	<i>5.1 Annual account maintenance fee</i>	5
	<i>5.2 Royalties and deductions</i>	6
	<i>5.3 Payment of royalties</i>	6
	<i>5.4 Tax agreements and taxation</i>	7
	<i>5.5 Accounts, Currencies and Exchange Rate</i>	7
6	ACCOUNT PROCESSING AND MANAGEMENT	7
7	TRANSFER OF RIGHTS	8
8	INVOICING	8
9	LIABILITY AND DISPUTES	8
10	TERMINATION	9
11	CONTRACT SIGNATURE AND COMMENCEMENT	9
12	APPLICABLE LAW	10

1. PREAMBLE

- a) The **Agent** performs the following activity: **Publishing house for Authors, Intermediary agent of books, audiobooks, copyrights, trademarks, television and audio-visual commercials;**
- b) The **Agent** is qualified and has all the requirements, authorisations and tax arrangements to carry out the above activity;
- c) The **Agent** wishes to entrust the **Publisher**, which accepts, with the task of promoting, on its own behalf, the production and sale of books and audio books, with the right for the **Publisher** to conclude contracts on its own behalf and in the name of the **Agent** that it intends to promote on the various publication platforms (**Amazon, Audible, Author's Republic, etc.**);
- d) The **Publisher** is aware that the obtaining of the result is given exclusively of its own commitment, also from the point of view of the means employed, falls entirely on itself and that, therefore, its contribution is to be qualified as **royalties**;
- e) The **Publisher** grants the **Agent** the right to use the licensed property in accordance with Article 4 of this agreement, i.e., book, audiobook, copyright, etc.;
- f) Both the **Agent** and the **Publisher** are responsible for enforcing the provisions agreed and expressed in this Agreement.

THE PARTIES AGREE AND STIPULATE THE FOLLOWING

2. TERMS OF THE CONTRACT

2.1 Duration of the contract

- a) The initial duration of this contract will be 7 (seven) years, from the last audiobook published, as per ACX obligations. After the initial term, the term of this Contract will be automatically extended by 1 (one) additional year;
- b) The contracting parties may in any case terminate this collaboration in advance and at any time by written notice sent by registered letter with return receipt, with a period of notice of 30 (thirty) days.

3. SURVIVORSHIP

All license transactions performed under the authority of this Agreement shall be bound by all terms and conditions set forth herein. Upon expiration of the initial term of this Contract or any extension thereof, the terms, conditions and warranties contained in this Contract which, according to their meaning and context, are intended to survive the completion, cancellation or termination of this Contract shall so survive, including the terms of the sections entitled Preamble; Terms of the Contract, Duration of the Contract; Survivorship; Licensing Terms; Economic Terms of the Contract, Annual Account Maintenance Fee, Royalties and Deductions, Payments of Royalties, Tax Agreements and Taxation, Accounts, Currency and Exchange Rate; Account Processing and Management; Transfer of Rights; Invoicing; Liability and Disputes; Termination; Contract Signature and Commencement; Applicable Law.

4. LICENSING TERMS

- a) The **Publisher** is recognised as the owner of the intellectual rights to the book and audiobook;
- b) The **Publisher** concludes contracts autonomously and on behalf of the **Agent** (e.g.: Narrators) which it intends to promote on the various publishing platforms (**Amazon, Audible, Author's Republic, etc.**);
- c) The **Publisher**, pursuant to the following Agreement, grants the **Agent** the exclusive license to publish each book or audiobook for a total of 7 (seven) years and at the same time the ownership of the rights according to the various publication platforms (**Amazon, Audible, Author's Republic, etc.**).

5. ECONOMIC TERMS OF THE CONTRACT

5.1 Annual Account Maintenance Fee

- a) The **Publisher** has the right to request the creation of multiple accounts for a fee;
- b) The annual maintenance fee for the opening of the first account is set at €97.00. However, if the **Publisher** needs to start more than one account, the maintenance fee from the second account onwards is set at €77.00;
- c) The **Publisher** is required to pay the annual fee at the conclusion of this contract by bank transfer, on the coordinates expressed in article 5.5, indicating the email address chosen for the activation of the service and the account number. E.g.: **macorossi@gmail.com – Account 1**;
- d) The **Publisher** is aware that this is an annual and not a one-off fee related to the account opening phase;
- e) The **Agent** reserves the right to increase the annual fee should the conditions of management of the services offered change, notifying the **Publisher** in advance of the regular payment.

5.2 Royalties and Deductions

The **Publisher** understands that by entering into this Agreement, the **Agent** will be processing part of the net royalties received by the various publishing platforms (**Amazon, Audible, Author's Republic, etc.**), as set out below:

RANGE OF NET ROYALTIES RECEIVED	RETENTION PERCENTAGE
from 1 \$ to 25.000 \$	7%
from 25.001 \$ to 50.000 \$	5%
from 50.001 \$ to 100.000 \$	3%
> 100.000 \$	0,1%

The **Publisher** is aware that the percentage withheld by the **Agent** is to be considered as royalty, therefore not subject to invoicing.

5.3 Payment of royalties

- a) The **Agent** undertakes to make the payment of royalties to the **Publisher**, deducting the percentages specified in this contract according to article 5.2, within 48 (forty-eight) working hours from the receipt of the same by the various publishing platforms (**Amazon, Audible, Author's Republic, etc.**);
- b) The **Agent** undertakes to carry out, after each transfer order to the **Publisher**, a calculation of the royalty payment, which the **Publisher** will receive in the form of an "auto-issued" receipt;
- c) The **Agent** will carry out the calculation and the unified payment of the amounts if the **Publisher** has started more than one account and has received royalties on different accounts;
- d) The **Agent** undertakes to make the payment of royalties to the **Publisher**, even after the termination of this Agreement and for the same duration, subject to an assessment of liability to the detriment of the **Agent**.

5.4 Tax agreements and Taxation

The **Agent** at the date of entering into this agreement benefits from the UK/US double tax agreement, however, if these circumstances change for reasons for which the **Agent** is not responsible, the withholding tax on royalties may change. It is the **Agent's** responsibility, however, to notify the **Publisher** that it will decide under its own responsibility to terminate or continue the contractual relationship.

5.5 Accounts, Currencies and Exchange Rate

- a) The **Agent**, after a careful economic analysis and after having reached an agreement with **TransferWise UK** for the management of incoming and outgoing cash flows, specifies below the availability to operate commercially with the following accounts and currencies:

Account Holder	IBAN / WIRE TRANSFER NUMBER	CURRENCY
Amplitudo Ltd	GB49 TRWI 2314 7021 3869 46	STERLING
Amplitudo Ltd	026073008	DOLLARS
Amplitudo Ltd	BE69 9670 5044 1578	EURO

- b) The exchange rate is provided automatically by **TransferWise** and there is no possibility of any kind of variation;
- c) The cost of the money transfer applied by **TransferWise** and which will take place in the economic transaction between the **Agent** and the **Publisher** will be deducted from the net amount to be reclaimed from the **Publisher**. For all contractual terms and conditions and any costs, please visit the following website <https://transferwise.com/>.

6. ACCOUNT PROCESSING AND MANAGEMENT

The **Agent**, after several consultations with what is the major platform of common interest, namely, ACX, has established what is the operational procedure for managing the publication processes that we report below:

- 1) The **Publisher** will pay the amount due in accordance with article 5.1 of this contract and send the accountant at the following email address **office@amplitudo.co.uk**;
- 2) The **Agent** will create one or more mailboxes for each **Publisher** (based on the deposits received), directly under its own web domain and at the same time an automatic forwarding of all correspondence to one or more mailboxes preferred by the **Publisher** will be programmed;
- 3) The **Agent**, will start the registration of the account in its name on the ACX platform, i.e., registering all information regarding tax (TAX INTERVIEW), banking, etc.;
- 4) The **Agent**, once the ACX recognition process is completed, will forward (through a special reserved area) all the data necessary for the correct use of the account;
- 5) From this moment on, the **Publisher** will be free to conclude the contracts it intends to promote on the ACX platform autonomously and on behalf of the **Agent**;

- 6) Once the **Agent** has received the royalty transaction (which the Publisher will also automatically receive in its mailbox in pdf format), i.e., physically on its current account, it will calculate and forward the amount due within 48 (forty-eight) working hours.

7. TRANSFER OF RIGHTS

This Contract provides for the transfer of the obligations for all successors for all parties involved in the signing.

8. INVOICING

The **Agent** will issue regular invoices to the **Publisher** exclusively for the amounts described in this contract in section 5.1, i.e., for the annual account maintenance fee.

9. LIABILITY AND DISPUTES

- a) The **Publisher** is aware that the obtaining of the result is given exclusively of its own commitment, also from the point of view of the means employed;
- b) The **Agent** shall not be liable for any hold, pending or latency generated by the publishing platform that the **Publisher** chooses at its discretion (**Amazon, Audible, Author's Republic, etc.**);
- c) The **Publisher** is aware that it should/may not make any changes to all sensitive data, tax data (Example: TAX INTERVIEW), bank data, account access data, etc. Should this occur, the **Publisher** will lose the right to receive royalties for the entire duration of the contract;
- d) The **Agent** may not in any way modify what is managed by the **Publisher** on the platforms it chooses at its discretion (**Amazon, Audible, Author's Republic, etc.**) and at the same time undertakes not to use the books and audiobooks for illegal purposes;
- e) The **Publisher** undertakes to publish high quality material according to the standards of the platform it chooses at its discretion (**Amazon, Audible, Author's Republic, etc.**), so as not to compromise the good name and image of the **Agent**;
- f) The **Agent** assumes full operational and legal responsibility in the event that it fails to comply with the policies and FAQs of the platform to which the account is referenced (**Amazon, Audible, Author's Republic, etc.**);
- g) The **Publisher** assumes full operational and legal responsibility should it fail to comply with the Policies and FAQs of the platform to which it refers for publication (**Amazon, Audible, Author's Republic, etc.**);

- h) If any provision of this Contract is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall continue in full force and effect;
- i) The **Agent** agrees to honour all obligations under this Agreement and assumes full legal responsibility for any errors it generates;
- j) The **Publisher** undertakes to honour all obligations under this Agreement and assumes full legal responsibility for any errors it generates;
- k) The **Agent** may prevent the termination of this contract in the manner expressed above, if there is a breach of the agreed terms. In that case, it will be the responsibility of both parties to resolve the current dispute in a democratic manner and according to the principles of normal due diligence;
- l) All disputes that cannot be resolved between the parties shall be submitted to arbitration in accordance with the rules and regulations of the law in force in the UK.

10. TERMINATION

- c) The initial duration of this contract will be 7 (seven) years, from the last audiobook published, as per ACX obligations. After the initial term, the term of this Contract will be automatically extended by 1 (one) additional year.
- d) The contracting parties may in any case terminate this collaboration in advance and at any time by written notice sent by registered letter with return receipt, with a period of notice of 30 (thirty) days.
- e) The Agent undertakes to make the payment of royalties to the Publisher, even after the termination of this Agreement and for the same duration, subject to an assessment of liability to the detriment of the Agent.

11. CONTRACT SIGNATURE AND COMMENCEMENT

This Agreement shall be deemed to be concluded and consequently effective, if signed by both parties, and its effective date shall be the date stated near the signatures. No attachments, agreements, promises or conditions of any other kind are to be added to this Agreement and supersedes, if any, any other precedent, written or oral.

12. APPLICABLE LAW

This Contract is governed by the law in force in the UK and therefore falls under the exclusive jurisdiction of the courts in the UK.

The **Publisher** declares to have read and specifically approve of the provisions contained in the contract: 1) **Preamble**; 2) **Terms of the Contract**, 2.1 **Duration of the Contract**; 3) **Survivorship**; 4) **Licensing Terms**; 5) **Economic Terms of the Contract**, 5.1 **Annual Account Maintenance Fee**, 5.2 **Royalties and Deductions**, 5.3 **Payments of Royalties**, 5.4 **Tax Agreements and Taxation**, 5.5 **Accounts, Currency and Exchange Rate**; 6) **Account Processing and Management**; 7) **Transfer of Rights**; 8) **Invoicing**; 9) **Liability and Disputes**; 10) **Termination**; 11) **Contract Signature and Commencement**; 11) **Applicable Law**.

Read, approved, and signed.

SPACE RESERVED FOR AGENT'S SIGNATURE	SPACE RESERVED FOR PUBLISHER'S SIGNATURE
Agent	Publisher

Date ____ / ____ / ____