

Copyright License Agreement

This Copyright License Agreement (this "**Agreement**") is made effective as of **date:** _____ between

Name/Company Name _____ **Family Name/Name and Family Name of the legal representative of the company** _____, **Address/Legal company addresses** _____, **City** _____ **Post Code** _____ **Nation** _____, **Fiscal Code/ Company Number/P.iva or similar** _____ **and Email** _____ (**Author**) and

Charlie Creative Lab ltd, of 109A spa hill, London, SE19 3TT, U.K., Company Number: 12138562. Email: info@charliecreativelab.com (**Charlie**)

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "**Author**", and the party who is receiving the right to use the licensed property will be referred to as "**Charlie**".

The parties agree as follows:

GRANT OF LICENSE

The Author is the creator of audiobooks published on ACX.com and other platforms compatible or connected to ACX (hereafter called "Audiobooks"). In accordance with this Agreement, the author grants Charlie an exclusive license to publish the Audiobooks and Charlie becomes the Rights Holder under ACX and ACX compatible or connected platforms. Charlie will own all rights to materials, products or other work (the Other Work) created by Charlie in connection with this license.

OTHER WORK RIGHTS AND OBLIGATIONS

Charlie shall be solely responsible for providing all technical expertise and access for the development of the Other Work in which the licensed property is used. Charlie shall be the sole owner of the Other Work and all proprietary rights in and to the Other Work; except, such ownership shall not include ownership of the copyright in and to the Audiobooks or any other rights to the Audiobooks not specifically granted in this Agreement.

PAYMENT OF ANNUAL FEES

The Author will pay Charlie every year, at the same date of the signature of the contract, an annual fee of EURO 200 or GBP 180. Charlie may increase the annual fees each year.

PAYMENT OF ROYALTY

Charlie will pay to the Author a share of the royalties earned, which shall be calculated as follows:

- from USD 1 up to USD 50.000, 10% to Charlie and 90% to the Author
- from USD 50.001 up to USD 100.00, 5% to Charlie and 95% to the Author
- No fees over USD 100.001

The Author will never be demanded by Charlie to pay more than \$7500 per year, independently from the total amount of royalties earned, with the exclusion of the add on and extra services.

Payment will be on any royalties paid by ACX, its affiliates, or other ACX connected platforms. The share of the royalty shall be paid from Charlie to the Author within 10 working days from receiving the payment

from the source of payment. With each royalty payment, Charlie will submit to the Author a written report that sets forth the calculation of the amount of the royalty payment.

Charlie benefits from the Tax dual agreement UK /USA, if these circumstances will change due to international decisions, not dependent on Charlie, any withholdings or taxes paid based on point-of-sale are considered payments on the Author behalf toward the amounts due.

The currency exchange rate is the one provided by Transferwise at the date of the payment, the cost of the money transfer will be deducted from the Author's fee.

MODIFICATIONS

Charlie will not modify or change the Audiobooks in any manner. Charlie shall not use Charlie property for any purpose that is unlawful or prohibited by these Terms of the Agreement.

ACX ACCOUNT

The Author will be provided by Charlie with his own credentials to access his ACX account. Under No circumstance the Author shall change/modify any registration data, tax form, or any other part of the account setting provided by Charlie, including the password. If the situation occurs the account might be suspended.

ACX Account Access

As soon as the Author documents and payments are validated, Charlie will provide the Author with a set of credentials to access the ACX account. Multiple accounts can be open for the same Author, the cost of setting any new account after the first is USD 60 per account/per contract year. If more than 10 extra accounts are required by the Authors, Charlie will send a separate quotation that will include a discount.

The emails and the account credentials in general, provided by Charlie to the Author, are created and stored in a private and safe server and provider. In no case will be used an email that is generated from a free provider, as free means no rights on the property of the email and risky as the email account can be suspended by google or any other free provider any time with no notice, without mentioning the lack of cybersecurity that free providers are offering.

The user name will be an email with this format:

Nickname_codicecliente_nraccount@accademia.charliecreativelab.com

The password will be automatically generated from a private system with high security standards.

INVOICING AND PAYMENT RECORDS

Charlie will invoice the annual service fee as annual service, the Author is demanded to provide a non fiscal receipt or an invoice, depending on your personal or company position, for each of the payment made by Charlie toward the Authors. Charlie is not and in any way responsible for the Author's personal or company's accounting. An Italian template for the "ritenuta d'acconto" will be available with an en "example only" purposes.

CUSTOMER SERVICE

Charlie is offering to its Authors the service of customer support via email, facebook messenger, skype and phone. The opening hours are from 2pm to 10pm, british time, Monday to Friday. The schedule is aligned to the opening time of the support office at Amazon ACX, based in the USA.

DEFAULTS. *If Charlie fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, Author shall have the option to cancel this Agreement by providing 30*

days written notice to Charlie. Charlie shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken within the 30 days cancellation notice, and if there are no other defaults during such time period, the Agreement between Charlie and the Author will still be in place.

ARBITRATION. All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the British Law. Either party may invoke this paragraph after providing 30 days written notice to the other party.

TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

TERMINATION. This Agreement cannot terminate before 7 years from the last audiobook published, as per ACX obligations. The contract will be reviewed automatically after 7 years, each party has the right to terminate the contract after 7 years by giving 60 days notice to the other party.

Termination or expiration of this Agreement shall not extinguish any of Author's or Charlie's obligations under this Agreement including, but not limited to, the obligation to pay royalties which by their terms continue after the date of termination or expiration.

TERMINATION OF THE ANNUAL FEE PAYMENT. If the Author decides intentionally to stop its payments of the ACX annual fee, during the first 7 years of this contract, or during the coming years in general, the Author has to communicate the decision via email to Charlie by giving 60 days of notice. The Author will stop to pay the annual fee, Charlie will retain the right to modify the access to the Author dedicated ACX account/s and the Author will no longer have access to the ACX account object of this agreement. Charlie will keep paying the royalties to the Author as per the length of this agreement, a minimum of 7 years from the last date of publication.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

NOTICE. The address of each party hereto as set forth in the beginning of this Agreement shall be the appropriate email address for the mailing of notices, checks and statements, if any. Either party may change their mailing address by written notice to the other.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

APPLICABLE LAW. This Agreement shall be governed by the law of England and Wales and it is subject to the exclusive jurisdiction of the courts of England and Wales.

SIGNATORIES. This Agreement shall be signed and effective as of the date first above written.

<i>Author</i>	<i>Name in capital letters</i>	<i>Signature</i>
<i>Charlie</i>	<i>Charlie by Charlie Creative Lab ltd</i>	<i>Signature: Miriam Fracavallo</i>