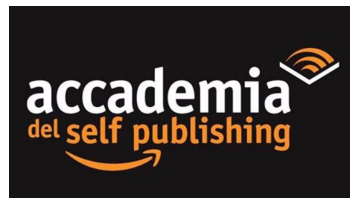


CHARLIE CREATIVE LAB
INTERNATIONAL LITERARY AGENCY



Temporary Share of Royalties Agreement for INGRAMSPARK

This *Temporary Share of Royalties Agreement* (this "**Agreement**") is made effective as of **date:** _____

between

Name/Company Name _____

Family Name/Name or Legal representative of the company _____

Address/Legal company addresses _____

City _____, **Province** _____, **Post Code** _____, **Nation** _____

Fiscal Code/ Company Number/P.iva or similar _____

Email _____

(Author)

and

Charlie Creative Lab Ltd, Kemp House, 152-160 City Road, London, EC1V 2NX, United Kingdom. Company Number: 12138562. Email: info@charliecreativelab.com

(Charlie)

BACKGROUND

(A) The "**Author**" is a creator and owner of Intellectual Property rights of the Literary Works subject of this Agreement.

(B) The "**Author**" wishes to appoint "**Charlie**" as its exclusive agent and publishing company to make the Literary Work available for production and/or distribution, through the Authorised Channels, within the Territories included in the IngramSpark distribution.

AGREED TERMS

DEFINITIONS AND INTERPRETATION

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**".

Book: any Literary Work in any format, whether existing or yet to be invented, to be produced and/or advertised, promoted, distributed and sold through the Authorised Channels, on the terms of this agreement.

Electronic Book: any visually-readable copy of the Literary Work which is manufactured, stored, distributed, published or transmitted on behalf of the Author by any available platform affiliates to IngramSpark

Authorised Channels: IngramSpark and its affiliates

Author's Account: a unique account(s) created by the Charlie on behalf of the Author in any Authorised Channels.

Commencement Date: the date of execution of this agreement stated at the beginning of it.

Copyright: all copyright and rights in the nature of copyright subsisting in the Literary Work in any part of the world to which the Author is, or may become, entitled.

Intellectual Property: all Copyright, and neighbouring and related rights, including, trade marks, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, and all other related intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world in the Literary Work, including the cover art, graphics, images, or other artwork related to the Literary Work.

Literary Work: the original literary work created by the Author during the Term, in any part of the world, as an Electronic Book, uploaded directly by the Author from IngramSpark platform to the Author's Account.

Royalties Report: the net amount received by the Agent from the Authorised Channels (for the sale of any work through the Authorised Channels, as paid by them in terms of the Authorised Channels' Agreements), after deducting withholding taxes, local taxes and "TransferWise" or bank fees for the transfer of funds.

Territory: United States of America, United Kingdom, Europe and Australia.

Year: the period of 12 months from the Commencement Date and each consecutive period of 12

months thereafter during the period of this agreement.

Person: A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assignments.

Party: A reference to any party shall include that party's personal representatives, successors and permitted assigns.

Writing and written: A reference to writing or written includes email.

Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

THE PARTIES AGREE AS FOLLOWS:

1. GRANT OF LICENSE.

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

2. PAYMENT OF ANNUAL FEES (Author to Charlie).

The Author will pay Charlie every year, at the same date of the signature of the contract, an

Annual Registration Fee of GBP 200.00 (GBP 166.66 + 20% VAT).

Charlie also may, but it's not obliged to, discount the annual fee and make additional offers if the Author signs multiple distribution channels agreements contracts with Charlie.

In the case of extreme change of circumstances, Charlie may increase the annual fees.

3. PAYMENT OF ROYALTIES (Charlie to Author).

Charlie is authorised to collect, on behalf of the Author, distribution payments from the distribution and sale of the Literary Works. Charlie will pay to the Author the royalties earned from the sales on IngramSpark, its affiliates, or other IngramSpark connected platforms, within 10 working days from receiving the payment from the source of payment, if or when the amount earned is over £50.

Charlie will retain its part of the Royalties fee from the payment at source.

Charlies' fee will be starting from GBP 0.00 to a max of GBP 3,000 per year

and it will be calculated on the total amount of Royalties earned from the sales on IngramSpark, in the form of 10% of the first GBP 30,000 earned by the Author, per year. Any earning over the mentioned amount will be free of fee.

In the case of Authors with multiple distributions contracts, this threshold will be applied as the total of all the Royalties earned in all the contracts signed.

4. FISCAL DOCUMENTS AND TAXATION.

With each royalty payment made by Charlie to the Authors, Charlie will submit to the Author the **Royalties Report** that can be used by the Author for Fiscal purposes in his/her own country. The report will also include the eventual withholding tax demanded by the Author Country of Residence's Tax Office.

For more information regarding Royalties and withholding taxes international agreements, please follow the schema at this link: <http://taxsummaries.pwc.com/ID/United-Kingdom-Corporate-Withholding-taxes>

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.

However, unless the Author is based in U.K., he or she cannot directly benefit from the above mentioned *Tax Dual Agreement*, therefore there may be cases where the withholding tax is mandatory.

The withholding tax can be reimbursed by the HMRC by using this simple form, we also offer a service outside out this contract, to filling the document:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/926590/DT-Individual.pdf

Charlie is not and in any way responsible for the Author's personal or company's accounting.

5. CURRENCY EXCHANGE.

The currency exchange rate is the one provided by IngramSpark, at the date of the payment, in the case of receiving the royalties from the distributor to Charlie.

The currency exchange rate is the one provided by TransferWise, at the date of the payment, in the case of payments from Charlie to the Author. The cost of the money transfer will be deducted from the Author's Royalties.

6. PRODUCT NOT ACCEPTED AND MODIFICATIONS.

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

The Author will not publish:

- Any non original content, any protected, copyrighted, trademarked content
- Summaries, workbooks, abbreviations, insights, or similar type content without permission from the original author.

- Content containing 90-100% blank pages like notepads, scratchpads, journals, or similar type content.
- Content that mirrors/mimics popular titles, including without limiting, similar covers, cover design, title, author names, or similar type content.
- Content that is misleading or likely to cause confusion by the buyer, including without limiting, inaccurate descriptions and cover art.
- Content listed at prices not reflective of the book's literary value.
- Content scanned from original versions where all or parts contain illegible content to the detriment of the buyer.
- Content created using automated means or mass-produced processes.

Charlie reserves the right to remove books containing the above criteria without prior notice to the Author. Any fees paid to Charlie on behalf of the Author will not be refunded if the book is removed due to violation of one of the above criteria.

7. OTHER WORK RIGHTS AND OBLIGATIONS.

Charlie shall be responsible for providing all technical expertise and access for the development of the Other Work in which the licensed property is used. Charlie will have exclusivity of the Other Work at Chapter 1 of this agreement and it will agree for each case an ad hoc contract. All proprietary rights in and to the Other Work will be owned by Charlie and the Author as per agreement before any of the Other Work can start; except, such ownership shall not include ownership of the copyright in and to the Books or any other rights to the Books not specifically granted in this Agreement.

8. INGRAMSPARK POLICY.

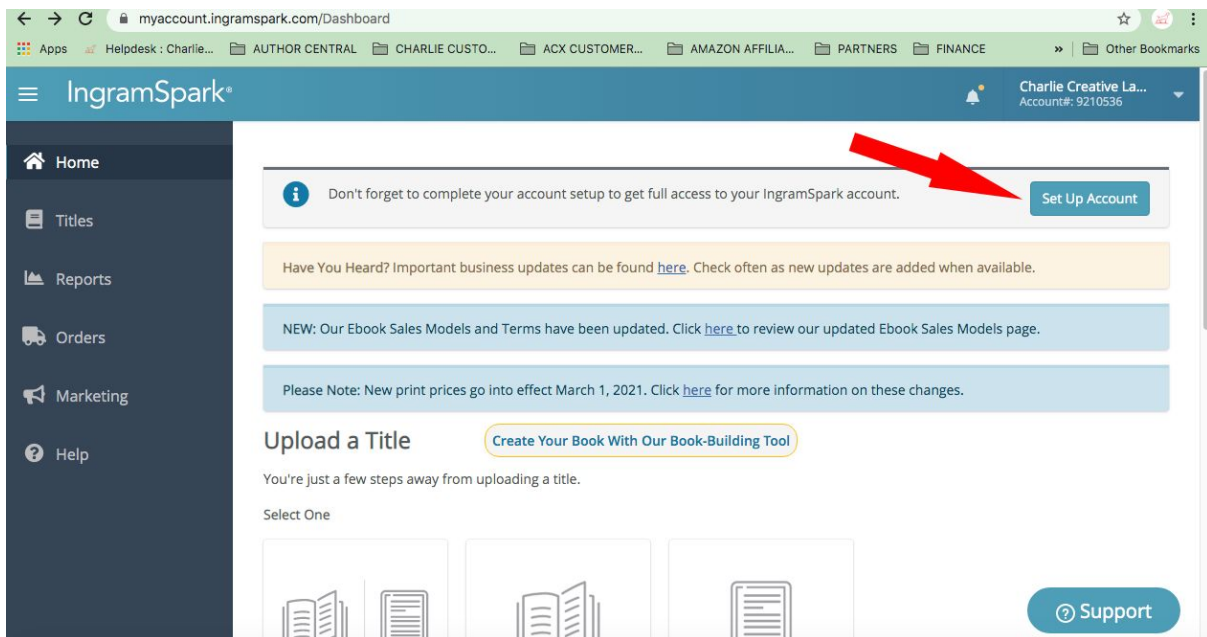
8.1 IngramSpark Account

As soon as the Author documents and payments are validated, Charlie will provide to the Author his/her own personal credentials to access his IngramSpark account.

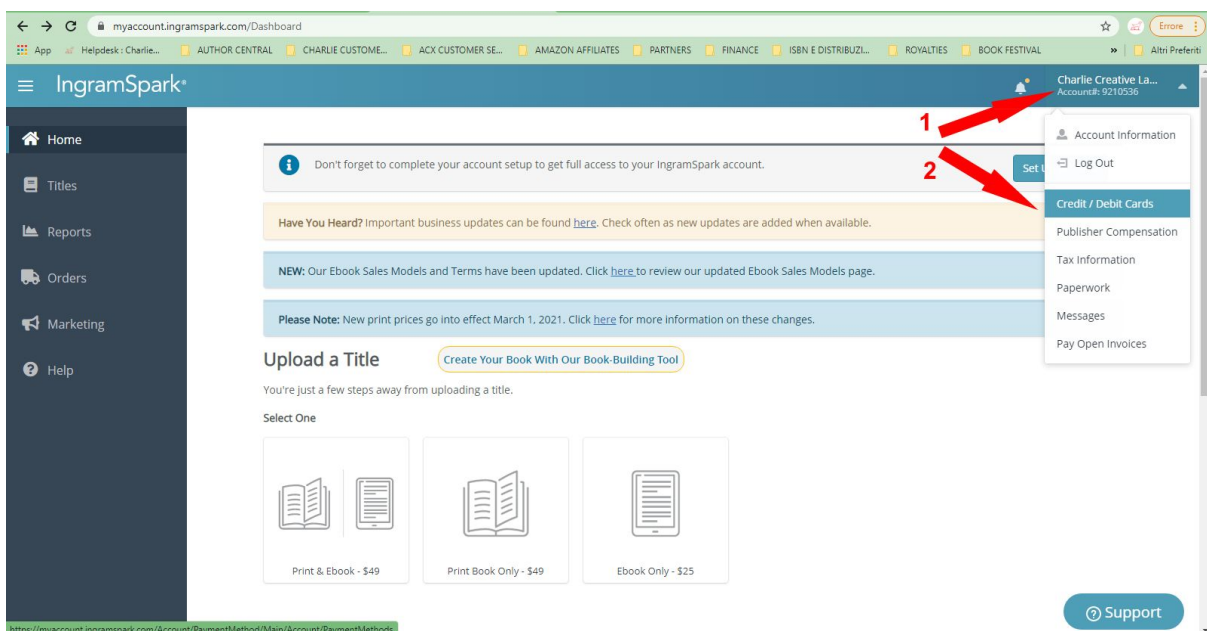
Under No circumstance the Author shall change/modify any registration data, tax form, or any other part of the account setting agreed with Charlie, including the password. If the situation occurs the account might be suspended. If any change of the password is required, the Author must communicate the new password via email to Charlie.

The sole and only exception to this clause is represented by the "Credit / Debit Cards" menu tab; the Author can (and should, for the reasons that will be explained in points 8.3 and 8.3.1) add an own credit/debit card as payment method to purchase optional items/services (see point 8.3 for further information).

The "Credit / Debit cards" menu tab can be added/edited in the following ways:



or



The user name to access the IngramSpark account will be an email with this format: `Nickname_codicecliente_nraccount@is.charliecreativelab.com`

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

The email 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 an email that is generated from a free provider will be used in Charlie's account. Free means no rights on the property of the email and is 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.

8.2 Return policies warning and disclaimer

The Author must be aware of the financial risks related to the Book return option, if enabled during the upload of a manuscript. As it can be read in the IngramSpark official "User Guide", returns can be very costly and the Author should be financially prepared to face them.

IngramSpark will charge the Publisher for the wholesale cost of returns at the wholesale price that is active on its system, plus any shipping and handling fees; the total amounts are deducted by IngramSpark system from the Publisher's compensation for sales in the month that the returns are received from the retailer (in the case of "Yes-Destroy" option) or the month that the return is shipped to the Author (in the case of "Yes-Deliver" option).

If returns received in a given month exceed sales by an amount that causes IngramSpark's payables balance to the Publisher to become negative, IngramSpark reserves the right to send the Publisher an invoice for the balance due to IngramSpark and the Publisher has an obligation to pay IngramSpark for the amount invoiced.

In this case, since the role of "Publisher" is performed by Charlie according to this Agreement*, Charlie will be potentially charged by IngramSpark; hence, Charlie will reimburse IngramSpark for the wholesale cost of the books being returned, plus any applicable shipping and handling charges.

This process would determine Charlie's credit towards the Author, which will be billed to the Author. In order to avoid this issue, the Author is demanded to leave in Charlie's escrow the 4% of the monthly earning, each month, in order to cover the above mentioned credit.

The escrow will be refunded after 180 day from the original month of sales. I.e. if the Author publishes in January, he/she will be paid by IngramSpark, through Charlie, at the end of April or beginning of May and the escrow will be refunded in August, same year.

**The IngramSpark account shared with the Author will contain Author's information and Charlie's bank data. In no case Charlie can be held responsible for the financial loss of the Author due to any refund or other issue.*

8.3 Payment methods, credit/debit cards and purchases

Under No circumstance the Author shall edit or delete the payment method set by Charlie in "Publisher Compensation" menu tab.

Under No circumstance, using Charlie's payment method, the Author shall purchase any item and/or service that IngramSpark offers. These items/services are:

- Book setup fee
- Book revision fee
- Marketing services
- Book printing and/or shipping
- Manufacturing
- Distribution.

The Author can purchase any of these items/services only by adding an own payment method (as described in point 8.1) and using the selfsame to finalize the purchase.

8.3.1 British Library Books shipping

In the case of UK ISBN code utilization, the Author commit to shipping to the *British Library* (address: Legal Deposit Office, The British Library, Boston Spa, Wetherby, West Yorkshire LS23 7BY) a physical copy of each published Book and within a period of 30 days from their publishing, as commanded by the United Kingdom Law.

Under No circumstance Charlie shall be responsible for any eventual legal consequence the Author could incur, if doesn't fulfill this obligation.

The Author must bear the Book printing and shipping costs by using his own payment method, and under No circumstance the Author shall use Charlie's payment method.

8.3.2 Cancel a Book from live distribution

The Author is allowed to cancel the Books published, from the IngramSpark Distribution, only at the end of this Agreement. Exception to this limitation can be only related to agreed improvement of the content or infringement of the present Agreement or IngramSpark policy.

9. CUSTOMER SERVICE

Charlie is offering to its Authors the service of customer support via email, Facebook Messenger and Skype.

The opening hours for requests in Italian and English are from 9 am to 9 pm, British time, Monday to Friday. We also have an English customer service 24/7, aligned to the opening time of the support office at Lightning Source IngramSpark, based in the USA.

10. DEFAULTS.

If Charlie fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, the 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.

11. LIMITATION OF LIABILITY.

Subject to the following, and provided Charlie performs its obligations under this Agreement, Author has to indemnify Charlie against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Agent

arising out of or in connection with:

(a) a breach to the terms and conditions of any Authorised Channels' Agreements arising in connection with an act or omission of the Author, in breach of this agreement or any Authorised Channels' Agreements.

(b) any claim made against the Agent for actual or alleged infringement of a third party's Intellectual Property rights arising out of or in connection with the Literary Work.

12. 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.

13. 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 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 any financial loss or damage due to refunds to IngramSpark. The obligations continue by their terms after the date of termination or expiration of this Agreement.

14. CONFIDENTIALITY.

(a) Each party undertakes that it shall not at any time during this Agreement, and for a period of two years after termination of this Agreement, disclose to any person or use any confidential information concerning the business, affairs, know-how, customers, clients or suppliers of the other party, for any purpose other than to perform its obligations under this Agreement. (b) Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives, subcontractors or advisers (Representatives) who need to know such information for the purposes of carrying out the party's obligations under this Agreement; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Each party shall ensure that its Representatives to whom it discloses the other party's confidential information comply with this Clause 13.3.

15. TERMINATION OF THE ANNUAL FEE PAYMENT AND ROYALTIES

If the Author decides intentionally to stop its payments of the IngramSpark annual fee, the Author has to communicate the decision via email to Charlie by giving 30 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 IngramSpark account/s and the Author will no longer have access to the IngramSpark account object of this agreement. Charlie will keep paying the royalties to the Author as per the length of this Agreement.

16. 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.

17. AMENDMENT.

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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>