### PUBLISHING CONTRACT FOR WORKS OF BUBOK

#### **BETWEEN**

A PART, **BUBOK PUBLISHING**, **S.L.**, Spanish mercantile with social in Calle Belen 13, Madrid, 28004 and a main offices in Calle Vizcaya, 6, Madrid, 28045, provided with CIF number B-85328177, represented by its Manager, Don Sergio Enrique Mejías Sánchez of legal age, provided with ID card 50313389-S (from now on, BUBOK or the PUBLISHER).

AND ANOTHER PART, the **AUTHOR**, whose information has been provided to BUBOK in the registration process of his account on the BUBOK website (www.bubok.com or any another BUBOK website); who acts in its own name and interest.

#### THEY EXHIBIT

- I. That BUBOK is an online publishing house that presents a simple, powerful and effective platform for book's publication, on electronic format (ebook form) and on a printed format, for its distribution, commercialization and sale in different commercial channels.
- II. That the AUTHOR has opened an account (from now on, the ACCOUNT) on the BUBOK website (www.bubok.com or any other BUBOK website) and he has uploaded to the platform the work of its responsibility with title "Title of the work" (from now on, the WORK).
- III. That, by means of the present, the AUTHOR transfers BUBOK the needed rights so that the PUBLISHER carries out the publishing and commercialization of the WORK in the terms and conditions of this contract.

For all this the AUTHOR and BUBOK, recognizing mutually full capacity to grant and to force themselves through this document, they establish by means of the acceptance of this contract, the publishing conditions of the WORK that remains submitted to following

### **AGREEMENTS**

**FIRST. - OBJECT OF THE CONTRACT:** By virtue of this contract, the AUTHOR transfers exclusive to BUBOK, only for the whole duration of the same one, the rights of reproduction, exploitation, public diffusion, public disposition and sale to be able to carry out the development of the WORK, in its original language, as a book both printed and electronic (ebook) in the forms and formats of edition that BUBOK propose in any case.

### SECOND. - FORMS OF EXPLOITATION

2.1. EBook: The development of the WORK by means of its publication as an electronic book supposes the treatment of the text for its technical adaptation to any of the electronic formats that allows to the readers to download them and to profit them in theirs reading devices: As example, and without the enumeration having a limiting character, websites (Internet or Intranet), on a computer, PDA,

CD-Rom, diskette, etc. BUBOK will be able to offer all the formats available on the market and the new ones that appear during the validity of this contract, without any limitation.

The characteristics of the treatment of the text of the WORK, published in this form will depend, therefore, of the device of reading to which they are destined for.

- 2.2. Printed: The exploitation of the WORK printed lets BUBOK offer print runs from a copy, covering the demand of the different channels of distribution and sale across which it will commercialize the WORK.
- 2.3. The AUTHOR declares to know and to accept the exploitation forms of the WORK that BUBOK will carry out.

### THIRD. - OTHER EXPOLITATIONS:

3.1. Secondary development of the WORK: The AUTHOR authorizes BUBOK to authorize under license, and through CEDRO (or another copyright entity authorized for this purpose), the secondary exploitation of the WORK.

For the rights of simple remuneration, the AUTHOR and BUBOK surrender definitely to the rules of share-out legally foreseen in the Law of Intellectual property (or its exploitation regulation) and in the regulation by CEDRO (or another entity of management that corresponds).

3.2. Translations and other formats: In the assumption that BUBOK receives of thirds requests to make adaptations of the WORK to other formats and/or to translate it into any spanish official language and/or any foreign language, or detect the possibility of carrying out the above mentioned new exploitations in benefit of the WORK, He will make it known by the AUTHOR, proposing the conditions to him for the above mentioned new developments in order to be able to match with him, in an addenda to this contract, the terms that will apply.

### **FOURTH. - MENTIONS**

In the front of the printed WORK and/or in the presentation of an eBook will appear the mentions to the AUTHOR, with the name that he has notified to the PUBLISHER, as well as the title of the WORK.

In the credits of the WORK, and as it is technically possible, will consist:

- The mention of the reserved rights corresponding to the AUTHOR, under the form: "© Name of the AUTHOR, year of the publication".
- The mention of the reserved publishing rights in favor of BUBOK PUBLISHING, S.L., under the formula: "© BUBOK PUBLISHING, S.L., year of edition."

# FIFTH. - DELIVERY OF THE TEXT OF THE WORK AND AVAILABILITY OF COPIES AND/OR DUPLICATED

- 5.1 The content of the WORK (that is to say, the text and any other material incorporated into the WORK) will be delivered by the AUTHOR sending it through to the platform to the PUBLISHER (www.bubok.es or any other BUBOK place).
- 5.2. The WORK raised by the AUTHOR and checked by BUBOK will be validated by AUTHOR as soon as there the tasks of preparation of the edition are concluded, after which the WORK will not be subject of subsequent modifications from the AUTHOR.
- 5.3. Since the conclusion of the publishing process, the WORK will be available for the public.
- 5.4. The AUTHOR will be able, in any moment, to delete the WORK of its ACCOUNT, and, since then, the AUTHOR will get back all the copyright transferred to BUBOK by virtue of this contract. Nevertheless this elimination, BUBOK will be able to maintain in its systems a copy of the WORK to attend to any request of purchase of the same received in its online shop (or in any other channel) that has been formulated before the moment in which the AUTHOR deleted WORK of its ACCOUNT and, consequently, of the online shop.

# SIXTH. - TERMS OF THE AVAILABILITY TO THE PUBLIC AND DISTRIBUTION OF THE WORK

- 6.1. The putting at the disposal of the public and distribution of the WORK will be made through its commercialization the online shop of the BUBOK website and also, as the PUBLISHER's decision determine, in all those channels (platforms, bookstores, distributors, etc.) adapted to its selling policies.
- 6.2. BUBOK will manage the ISBN registration

# SEVENTH. - INTELLECTUAL PROPERTY RIGHTS AND AUTHOR GUARANTEES

7.1. The AUTHOR declares that the WORK is an original of his responsibility, whose contents neither injure nor can injure rights of third parties. In the assumption that the WORK incorporates creations of third persons (such like artistic works, photos, images of any type, fragments of literary, and any other work protected by the law), the AUTHOR binds to obtain from its legitimate holders, in its case, the authorizations and obligatory licenses to be able to incorporate the above-mentioned creations into the WORK. In the same way as this assumption, the AUTHOR it has to indicate to BUBOK, in its case, the opportune rights mention of a third that should be included in the copies of the WORK (download in any format or printed copies).

In the assumption of which the WORK has not been published nor spread previously, the AUTHOR declares and guarantees that the text has not been published.

In the assumption of which the WORK has been published previously and/or spread by the AUTHOR or for any third parties, in any territory, and be or not out of print, the AUTHOR declares and guarantees that the publishing of the WORK that through the present contract he agrees and the expropriation rights given to BUBOK do not injure, nor attack, nor harm, or disadvantage the rights of third parties and, in this sense he becomes entirely responsible for any claim that BUBOK receives in the assumption of inaccuracy of the present declaration and guarantee.

In any case, the AUTHOR declares and guarantees that he does not have contracted any obligations over the WORK and will not even contract obligations and/or charges or taxes that could harm its exploitation in the terms of this contract.

- 7.2. The AUTHOR declares to be a holder or license of all the property rights of the WORK and on its contents and power to have the same ones for the publication that, for the present, he agrees.
- 7.3. Also, the AUTHOR declares and guarantees that the contents of the WORK do not violate fundamental rights, not of third do not even commit an outrage against rights, values, and ethical beginning and morality, for it, it takes responsibility of all content of the WORK and it guarantees BUBOK that will maintain him completely undamaged of any claim of third related to the WORK, with all its contents and with the inaccuracy of the declaration and guarantee contained in this point.
- 7.4. The AUTHOR transfers with exclusive character to BUBOK the copyright (reproduction, distribution, communication public and put at the disposal of the public) of the WORK necessary to allow its storage and reproduction in online platform of BUBOK and its putting at the disposal of the public for its discharge or impression and later distribution, commercialization and sale, all this, with authorization to carry out the transformations that are precise to adapt the WORK to the chosen formats. The exclusive transfer of these rights it grants only in the time in which the WORK is stored in the ACCOUNT of the AUTHOR and it includes the whole of the world covered by the Internet.

# EIGHTH. - COSTS AND PRICE OF THE WORK, REMUNERATIONS AND PAYMENT FORMS

- 8.1. Costs for the AUTHOR: The process of upload, copy, and storage of the WORK in the BUBOK platform it will be free for the AUTHOR.
- 8.2. Price of the downloads and of the printed WORK: During the publishing process, the PUBLISHER and the AUTHOR will fix the price of the WORK in the forms in that it is going to be commercialized.
- 8.3. Remuneration to the AUTHOR: All the sales of the WORK (downloads of ebooks and/or printed copies) will be computed in the ACCOUNT of the AUTHOR: In the assumption that they have generated benefits, these will distribute 80 % for AUTHOR (in the shape of royalties) and 20 % for BUBOK.

There are considered as royalties: In the case of printed copies: the difference between the price of sale to the public and the cost of production and distribution.

In the case of e-Book: the difference between the recommended retail price and distribution commissions.

The AUTHOR will be able to verify in his ACCOUNT the royalties that correspond him for commercialization of its WORK. In the assumption of royalties exist in its favor and always that the piled up amount is equal or bigger than 5 (five) euros, it will be able to express, monthly, an invoice to BUBOK for the amount that appears in its ACCOUNT.

BUBOK will pay the above-mentioned invoice for bank transfer or by means of the system PayPal in the first 10 days of the second natural month later to that of the date of emission of the invoice, coinciding with the payday that in every moment it has established BUBOK.

#### **NINTH. - PROMOTION**

The AUTHOR authorizes to BUBOK the inclusion of its name and title of the WORK in BUBOK website (www.bubok.es), as well as in any other BUBOK place or platforms of third in those that the WORK commercializes, as well as in everything promotional material that BUBOK realizes to promote it.

The same way, the AUTHOR authorizes BUBOK to agree with third any formulae of promotion of the WORK that give the biggest publicity and visibility so much in traditional means as in the Internet ambience (for example, by search engines and publicity of the WORK in websites of a third), authorizing him, to this end, to agree with third, extracts and7or phrases of the WORK with promotional ends, advertising and of sale of copies.

#### TENTH. - FACULTIES OF REVIEW OF BUBOK

BUBOK will be able, freely and in any moment in which he decides it, to initiative by its own or to instances of a third, to carry out a review of the WORK and of its contents to verify on that these neither infringe nor injure rights of third you present yourself neither values nor ethical beginning and essential mulberry trees.

In the assumption of which BUBOK verifies that the WORK and its contents violate rights of a third or they commit an outrage against rights, values, and ethical beginning and essential mulberry trees, it will be able to carry out the retreat of the WORK of its online platform.

The AUTHOR will not be able to claim to BUBOK any type of indemnification because of its retreat.

### **ELEVENTH. - PROCESSING AND PROTECTION OF PERSONAL DATA**

1. In exercising the provision of services regulated in this contract, BUBOK complies with and applies current legislation regarding personal data protection: Regulation (EU) 2016/679 of the European Parliament and Council of 27 April

("GDPR"), as well as Organic Law 3/2018 of 5 December, on the Protection of Personal Data and digital rights guarantee ("LOPD" Spanish Data Protection Act) and the rules of its implementation.

2. The data processed by BUBOK is provided, in each case, by online forms in various sections of the BUBOK website, and includes identification data and contact details. The AUTHOR guarantees that the data provided on the BUBOK website is true and authentic.

In the event that the AUTHOR provides data belonging to third parties, he/she declares to have the parties' consent and undertakes to convey the information contained in this clause to the person/s concerned, the owner/s of the aforesaid data, exempting BUBOK from any liability in this regard.

- 3. The information on data protection is as follows:
- Identity: BUBOK PUBLISHING, S.L. with tax number B-85328177
- Postal address / Domicile: C/ Vizcaya 6 28045, Madrid, Spain
- E-mail: equipo@bubok.es
- Data Protection Officer: dpo@bubok.com
- Telephone: 91 290 44 90.
- 4. USE OF PERSONAL DATA: BUBOK processes and accesses its customers' data, as data controller and in accordance with the following conditions and policies:
- a. PURPOSES: The data collected through this contract is used solely and exclusively for the purpose of administrative management of an established business relationship (user account management, purchase and shipment of products or services, procedures, billing, technical notices in the provision of services, incident management, communications...) and, in accordance with BUBOK's legitimate interest to inform its customers about its news and services provided via commercial communications, or to answer queries.

With regard to the AUTHOR's browsing of the BUBOK website and as set out in the privacy policy accessible on the same site, BUBOK conducts a study of his/her user behaviour and develops commercial profiles to display personalized advertising tailored to his/her tastes and, where appropriate, browsing. The AUTHOR can manage his/her cookies by following the instructions in the cookie policy available on the BUBOK website. Additionally, BUBOK will develop the commercial profile based on (i) the information provided by the AUTHOR; (ii) the cookies (if any); (iii) his/her purchase history; (iv) the frequency with which emails are opened, as well as based on; (v) responses to satisfaction surveys that may be sent to him/her. No automated decisions will be made on the basis of such a profile that would produce legal or significant effects for the AUTHOR. The study of user behaviour allows us to improve his/her experience as a customer of the BUBOK brand.

b. LEGITIMACY: based on the contractual relationship with regard to contract-related management and a legitimate concern for the use of commercial communications.

### c. TRANSFER OF DATA:

BUBOK will transfer data to public bodies and authorities when required to do so in compliance with legal and regulatory provisions.

The AUTHOR's data may be communicated to third parties in the following cases:

- it may be processed by those providers who provide services to BUBOK, such as content hosting services, instant messaging, notification senders, advertising services, etc..
- it may also be transferred in cases where there is a legal obligation.
- it may also be communicated to parts of the BUBOK group, either because they need it for internal administrative purposes and / or for the purposes stated above, or for sending commercial communications about products and services offered by the companies that form it, in the fields of publishing, training and education.
- d. DURATION OF DATA STORAGE: for the entire duration of the contractual and commercial relationship, for the time necessary to carry out the purposes for which the data was collected, or until the AUTHOR requests to be removed from the platform or to have his/her data erased, or he/she opposes or revokes his/her consent, as well as the time necessary to comply with legal obligations.
- e. DESTINATION OF DATA UPON TERMINATION OF SERVICE: BUBOK will retain data only for the time necessary to comply with established legal obligations.
- 5. AUTHOR'S RIGHTS AND EXERCISE: At any time and free of charge, the AUTHOR may exercise, with regard to BUBOK, the rights recognized in the regulations of data protection (withdraw consent, access personal data being processed, rectify, request erasure or portability and/or limit its use, be informed of any security incident that may affect their rights).

To exercise these rights, it will be necessary to contact the Data Protection Officer through the channels indicated above, specifying the right or rights the AUTHOR wishes to exercise. BUBOK will study each request with the aim of responding as soon as possible. The aforementioned rights may only be exercised in the cases provided for by the data protection regulations.

Likewise, if the AUTHOR deems it appropriate, he/she can file a complaint with the competent authority (Spanish Data Protection Agency or Data Protection Authority of Spain's regional governments).

### TWELFTH. - ADDRESS AND COMMUNICATIONS

The addresses of parts are, for BUBOK, which consists in the title, and for the AUTHOR, that consists in its ACCOUNT. The AUTHOR promises to notify BUBOK, by means of the information correction in its ACCOUNT, any change of address. Las communications between the parts will be realized across the online platform of BUBOK, in particular, from the ACCOUNT of the AUTHOR.

### THIRTEENTH. - COPY OF THE CONTRACT

A copy of this contract it will be accessible from the ACCOUNT of the AUTHOR, guaranteeing BUBOK its access to the same with possibilities of discharge and impression.

## FOURTEENTH. - DURATION OF THE CONTRACT AND RESOLUTION

14.1. This contract comes into force at the moment of its acceptance on part of the AUTHOR and it will stay current in all the time in which the WORK is supported in the on-line BUBOK platform. Nevertheless, the previous thing, the AUTHOR will be able to solve unilaterally this contract in any moment, without it giving place to some indemnification, notifying its will to solve BUBOK with one advance of at least 20 days.

In case of cancellation of the account in the on-line BUBOK platform, it is the responsibility of the AUTHOR, in accordance with the foreseen in the agreement 8.3 last paragraph, to check the state of its account and, in case it throws royalties in its favor, and independently if the amount of the same ones overcomes or not 5 euros, to invoice them to BUBOK.

- 14.2. Without detriment to the indemnifications to which it has a right, the AUTHOR will be able to solve the contract in case BUBOK does not realize, for cause to this one attributable, the edition of the WORK and, warned reliably by the AUTHOR, do not proceed to this edition in the course of thirty (30) days from the notification of its nonperformance.
- 14.3. Without detriment to the indemnifications to which it has a right, BUBOK will be able to solve automatically the contract in case the AUTHOR breaks any of the guarantees given in favor of BUBOK by means of this contract.
- 14.4. To part of the general causes of the Law, then this contract will be able to be solved by any of the parts in case of nonperformance for other one of obligations that concern him by virtue of the same one, whenever saying nonperformance is not remedied within a period of thirty (30) days from the date of its reliable notification in writing from the nonperformance to the part offender.

### FIFTEENTH. - APPLICABLE LAW AND JURISDICTION

15.1. In everything not foreseen for this contract, the parts surrender to Spanish legislation that is of application, in particular, at the disposals of the Civil code and by the Law of Intellectual property, approved for Legislative royal decree 1/1996, of April 12.

15.2. For all the effects derived from this contract the parts, with resignation it expresses to the jurisdiction that should correspond to them, they surrender to the jurisdiction of Courts and Courts of cardinal Madrid (Spain).

By means of its acceptance, on having finished the reading of the present, the AUTHOR accepts conditions of this contract that will be understood formalized in the date in which conclude the PUBLISHING PROCESS.

BUBOK PUBLISHING, S.L.

The AUTHOR