

Editorial publishing project for the autobiographical book (from now on the “**Work**”) by Mandy Ngobeni (from now on the “**Author**”)

The Editor prepared, in conjunction with the Head of the project “Chronos” and the various leaders of the Press Office and the Distribution Area, the following editorial project, which must be considered as an integral part of the Publishing Deal between Mandy Ngobeni and Gruppo Editoriale Europa, dated the 16.04.2021.

Whereas

- Gruppo Editoriale Europa is an international publishing group operating in Europe under different brands: United Kingdom (under the brand name **Europe Books**), Italy (under the brand name **Europa Edizioni**), Spain (under the brand name **Europa Ediciones**), Germany (under the brand name **Europa Buch**);
- Gruppo Editoriale Europa, in its various national catalogues, publishes both widely known authors (**Pope Francis, Barack Obama, Adam Kay**, Nobel Prize winner **Octavio Paz**, Pulitzer Prize winner **Chris Hedges**) and new authors;
- Europa Edizioni conceived a series called Chronos (hereinafter also referred to as “The Series”) which aims at publishing autobiographical books written in the form of interviews;
- Together with this agreement, the Author shall sign a publishing contract about the publication – within Chronos series – of an autobiographical book (hereinafter also referred to as “The Work”) recalling some anecdotes of the author’s life;
- Mandy Ngobeni buys, through the signature of this agreement, 250 copies of the Work, at a cover price of 15.50 GBP each. The sale of these 250 copies acts as a prerequisite, which is proposed by the Editor and accepted by the Author, to realize and publish the Work. No other financial commitment of any sort must be supported by the Author.
- The publishing project that the Publisher shall undertake to carry out is organized in four areas: production, publishing and distribution; press office; book fairs and international representation; literary prizes and post-publication consulting.

1) Production, publication and distribution

- a) The Publisher will entrust the Work to an expert editor, who will take care of its revision. The latter will draft the text correction proposals, which would only be implemented with the approval of the Author. No changes to the texts can therefore be made without the Author’s consent;
- b) the Publisher will also draw up a critic’s note as introduction of the Work;
- c) the final draft of the Work shall be approved by the Author before making the book’s layout;
- d) when the formal revision phase of the Work is completed, the text will be passed to the entrusted by the Publisher graphic designer, who will take care of the layout and of the creation of the cover. For the latter, the Author may propose their images or examine those proposed by the Publisher;
- e) when the final draft is completed, with the aforementioned passages, the Publisher will ask the Author for permission to move to the printing. The approval of the final draft by the Author, therefore, will be understood as full acceptance of the work done by the Publisher on the text;
- f) The Work’s dissemination on paper shall be entrusted to **Vine House Distribution Ltd** and the wholesalers connected to it;
- g) in addition to the printed version, the Publisher will produce and market the digital version (e-book) of the Work, in all necessary formats: Epub (for iPad, Kobo, etc.) and Mobypocket (for Kindle);
- h) the e-book version of the Work will be distributed to hundreds of both English and foreign online stores.

2) Press office

- a) At the time of the publication of the Work, a dedicated Press office will be set up to follow the various planned promotional initiatives. The activities will be coordinated by a Press officer who will be in direct contact with the Author;
- b) a web page will be dedicated to the Work on the website of Europe Books. The page will contain a presentation of the Work and a link to the e-shop of the site, from which it will be possible to purchase the Work directly in all available formats; the web page will also be shared on Europe Books social channels, which will thus disclose the news of the book's release;
- c) in concert with the sharing on social medias, the Press officer will compose the mailing lists and draw up a Press release to launch the Work which
 - will be published on the main online information platforms so that it can be consulted by the main press agencies;
 - will be sent to the editorial offices and individual journalists who operate at national level, chosen from the interlocutors considered most similar, for interests, to the genres and contents of the Work;
 - will be sent to newspapers and local magazines, linked to the Author's territory;
- d) when the press releases is sent, the Press office will collect and manage contacts with the press, taking care of sending, if required, complementary copies;
- e) the web page will be constantly updated with articles, interviews and reviews concerning the Work, in the section dedicated to the press review. Each content will be accessible via pdf or link;
- f) the Author will be invited to intervene to promote their Work in "Conoscere TV", a literary salon entirely dedicated to new titles coming out in European bookshops and their authors. The interview will be broadcast in Germany, the United Kingdom, Italy, Spain and Portugal.

If the Author is unable or unavailable to participate in the recordings, the Work will still be reviewed in the above programs.

3) Book fairs and International representation

- a) The Press office will prepare the work for the book fairs in parallel with the progress of the activities set out in point 2. The Work will take part to the most relevant event in the English publishing sector:
 - the London Book Fair;
- b) the Author will be granted a free ticket to enter the fair. It is understood that the Author will have no obligation to attend and can freely choose to participate or not;
- c) the Publisher will be free to present the Work in occasion of other literary events and/or book fairs, regardless of the Author's ability to attend the events;
- d) the Work will also be promoted outside the national borders; in this regard, the Press office will coordinate, in concert with the International Rights sector of the publishing house, an international representation project during the most important European and international initiatives linked to the world of books and publishing and will participate in the most important international trade fairs in the sector:
 1. *Frankfurter Buchmesse* (in October);
 2. *Book Expo America* (between May and June);
 3. the International Book Fair *Liber in Madrid* (in October);
 4. the Moscow International Book Fair;
 5. the Turin International Book Fair (in May);
 6. the Book Fair *Più Libri Più Liberi* in Rome (in December);
 dates and locations may be subject to changes the organizers of the respective events may establish;
- e) during the fairs, the Publisher will manage reports and possible negotiations with International publishers, in view of possible acquisition of rights. In case a foreign editor is interested in translating the Work, the Editor will bring the received offer to the Author's attention;
- f) the e-book version of the Work will be published and distributed to the following countries: England, Germany, Italy, France and Portugal.

4) Literary awards and post-publication literary advice

- a) The Press office will guarantee the Author, for as long as this project lasts, a post-publication literary consultation. This phase will be managed in first person by the Press officer with whom the Author can get in touch at any time;
- b) the Press officer undertakes to provide support for the events that the Author will organize, providing promotional material (posters and invitations in electronic format) and monitoring the procurement of copies requested for the event, when not provided by the Author;
- c) the Press officer undertakes to report to the Author a selection of literary national and/or international prizes, to which their Work can be sent. The Author will be free to participate or not to any of the reported initiatives. The Publisher will not send the Work to any prize without the Author's consent;
- d) the received prizes and further awards will be included on the Work's web page upon notification by the Author.

Date of contract submission: 16.04.2021

The Publisher
EUROPA EDIZIONI Srl

Date of signature: / /

The Author

COPY ORDER FORM

Mandy Ngobeni undertakes to purchase, or to have purchased by third parties, **n. 250 copies** of the first edition of their Work.

At the Author's choice, the 250 copies of their book, at the cover price of 15.50 GBP, for a total amount of 3,875.00 GBP, will be purchased as follows:

- in a single installment, the amount of 3,875.00 GBP to be paid upon signing the agreement;
- in five installments, each of the amount of 775.00 GBP: the first to be paid upon signing the agreement and the following within the 15th day of the following 4 months;

The Publisher shall undertake to send, at no additional cost, the purchased copies to the address indicated by the Author within British boundaries. Shipment expenses outside the UK territory shall be borne by the author.

No other economic commitment of any kind must be supported by the Author. Each reprint or subsequent edition of the work is responsibility of the Publisher.

In the event of the entire amount being paid off in a single transaction, the book would be published within 6 months of receipt of the funds. Should the Author opt for the installment plan, the book would be published upon receipt of the last installment. Payment can be made by bank transfer to: Europa Edizioni srl, IBAN IT30X030623421000002090189, SWIFT MEDBITMMXXX, specifying the name of the Author, the title of the Work and the number of the installment in the description.

Upon reaching the **750 paperback copies sold**, with the exception of the first 250 copies purchased pursuant to this agreement, the Publisher will reimburse the Author the entire sum paid for the purchase of the aforementioned 250 copies.

Date of contract submission: 16.04.2021

The Publisher
EUROPA EDIZIONI Srl

Date of signature: / /

The Author

Publishing contract between:

the publishing house Europa Edizioni srl, with registered office in Via Sommacampagna, 9 - 00185 Rome – VAT Number 11865751009

and

Mandy Ngobeni, resident in _____

given that:

this agreement is suspensively conditioned by the signing by the Author of the *attached Letter* to this *publishing agreement*

1. The Author shall write, supported by Europa Edizioni, an autobiographical book, which shall recall some anecdotes of the author's life;
 2. The Work shall be ready for publication within 6 months from the signature date of this contract;
 3. The Author assigns to the Publisher, who accepts, for a period of two years from the signing of this deed, all the exclusive rights of exploitation and economic use of the Work for its publication in the United Kingdom and throughout the world. By virtue of this transfer, the Publisher may, directly or through third parties and, as an example but not limited to, publish the Work in any format or version (volume, notes, etc.), record it and fix it on any type of support (paper, electronic, digital, e-book, etc.), reproduce it in an unlimited number of copies and distribute it throughout the world and through any channel (library, newsstand, internet, etc.);
 4. As a fee for the assignment of the rights contained in this deed, the Publisher will pay the Author the percentage of 10% on the cover price of the copies of the Work actually sold and will pay the percentage of 10% on the sale price of the electronic version for each download made; no payment will be due to the Author on the free copies, as well as on those purchased directly by the Author; the sales report will be made, at the request of the Author, by April 30th of each year referring to the previous December 31st;
 5. The Author guarantees to be able to freely dispose of the rights and not to have previously assigned them to third parties and authorizes the Publisher to enjoy them peacefully for the duration of the contract;
 6. In order to increase the commercial potential of the published works, the Publisher has foreseen the possibility of highlighting, directly in the volumes, the feedback obtained from its authors. The parties therefore acknowledge that any critical acclaims (reviews, literary awards, etc.) and/or particularly positive feedback in terms of copies sold obtained by the Work represent an excellent possibility of increasing the commercial potential of the same and, for this, they agree that these acknowledgments will have to be reported in the volumes, in leading positions. By virtue of this, the publisher guarantees the Author maximum flexibility in the runs, offering their availability to make any changes on the cover and/or back cover of the book following the following scheme:
 - in the case of a review of the Work, published in a national edition newspaper, the Publisher will, on the recommendation of the Author, insert an extract of the same on the back cover;
 - in the event of victories obtained by the Work in particularly important literary prizes, the Publisher will, on the recommendation of the Author, insert the news on the cover and/or on the back cover;
 - in the event that the Work reaches the 3,000 copies sold, the Publisher undertakes to insert a graphic stamp on the cover with the words "THOUSANDS OF SOLD COPIES".
- The Publisher is free to implement, at the end of this document, all the editions that he considers necessary. The Publisher will be free to distribute the editions in the number of reprints that he considers convenient. The Publisher undertakes, for the entire duration of the contract, to never remain without books. The minimum number of copies of the Work that will be printed for each edition is 250. The Publisher declares that from the first print more editions and/or reprints of the Work will be produced. In order to avoid that the diffusion of copies showing any updates on the cover and/or back cover is delayed too much, the Publisher undertakes to keep a number of copies in stock that is not higher than that provided by the sum of five editions (1250 copies). For the same commercial reasons, therefore to increase readers' potential interest in the publication, the reprints, although they do not contain modifications to the text, may in any case carry the wording "second edition";
7. The definitive title of the Work will be edited by the Author;
 8. ISBNs and EANs codes will be added to each volume;
 9. The volumes will have the following typographical characteristics: volume dimensions 14x21 cm; internal weight: 80/100 g b/w use; cover weight 240 g; binding: milled paperback. The title of the Work and the name of the Author will appear on the cover and on the colophon of all the copies;
 10. If the Author, during the report, wish to purchase further copies of their book, the Publisher will grant them a 40% discount on the cover price;
 11. The Author is granted the faculty to reacquire the full and exclusive possession of their rights over the Work, at any time by simple written communication to be sent to the Publisher by registered letter. Upon receipt of this communication, the Publisher must immediately recall the Work from the trade and must offer the unsold copies to the Author at the cover price;
 12. The Publisher, in order to increase the potential of the brand, reserves the right to vary, at its sole discretion, its publishing partnerships (printers, promoters, distributors, etc.). Furthermore, the ebook versions of the Work may be subject to changes in the cover price, depending on the sales policy of the reference store;
 13. The parties agree that any modification or integration of this publishing contract may be valid only in writing and with the consent of both parties;
 14. The parties expressly agree that for any dispute concerning or in any case caused by the interpretation, execution and/or termination of this act, the Court of Rome will have exclusive jurisdiction, with the exclusion of any other alternative and/or competing court. The parties also agree that the contract is entirely subject to Italian law, which governs its conclusion, execution and termination, and on the basis of which it will be interpreted, also for the purpose of resolving disputes arising from it.

Privacy policy provided pursuant to art. 13 of the European General Data Protection Regulation 2016/679 (GDPR)

The Author's personal data is used by the company Europa Edizioni s. r.l., with registered office in Rome, Via Sommacampagna, n. 9 which is the owner for the treatment, in compliance with the principles of protection of personal data established by the GDPR Regulation 2016/679.

Methods and purposes of data processing

We inform you that the data will be processed with the support of the following means (electronic and paper) and with the following purposes:

fulfillment of legal and/or contractual obligations related to business relationships; press advertising, television, etc. of the published work; fulfillment of tax or accounting obligations; processing, printing and possible shipment of invoices; supply of the product service; litigation management (contracts, orders, arrivals, invoices); customer management (contracts, orders, shipments and invoices); property protection; protection and safety of individuals; detection, prevention and control of infringements; internal control services (security, productivity, service quality, asset integrity); electronic payment instruments.

Legal basis

The provision of data is mandatory for all that is required by legal and contractual obligations and therefore any refusal to provide them in whole or in part may result in the impossibility of providing the requested services.

The company processes the optional data of users based on consent, ie by explicit approval of this privacy policy and in relation to the methods and purposes described below.

Categories of recipients

Without prejudice to communications made in compliance with legal and contractual obligations, all data collected and processed may be communicated exclusively for the purposes specified above to the following categories of interested parties:

supervisory and control authorities; other Public Administrations; means of communication used for the promotion of the Work; consultants and freelancers also in associated form as data controllers; banks and credit institutions; police forces; authorized persons; external managers; law firms.

Period of conservation

The compulsory data are kept for the time necessary to carry out the commercial and accounting relationship, in compliance with legal obligations, for the next ten years from the date of acquisition of the same.

Rights of the interested party

Pursuant to the European Regulation 679/2016 (GDPR) and the national legislation, the interested party may, according to the procedures and within the limits established by current legislation, exercise the following rights:

request confirmation of the existence of personal data concerning them (right of access: art. 15 of the GDPR 679/2016); know its origin; receive an intelligible communication, art. 12 of the GDPR 679/2016; have information about the logic, methods and purposes of the processing (article 15 of the GDPR 679/2016); request the updating, rectification, integration, cancellation, transformation into anonymous form, limitation of treatment, blocking of data processed in violation of the law, including those no longer necessary for the pursuit of the purposes for which they are states collected (art 16-17-18-21 of the GDPR 679/2016); in cases of treatment based on consent, to receive their data provided to the holder, in a structured and readable form by a data processor and in a format commonly used by an electronic device; right to portability (art. 20 of the GDPR 679/2016); the right to lodge a complaint with the supervisory authority; revoke at any time your consent freely given to the processing of personal data for one or more specific purposes, or to the processing of particular data (article 21 of the GDPR 679/2016).

You may at any time exercise the aforementioned rights by sending:

- a registered letter with return receipt to: Europa Edizioni srl - Via Sommacampagna n. 9 - 00185 Rome - ITALY
- a certified e-mail (PEC) at the address: europa.edizionisrl@legalmail.it

The owner of the processing of your personal data is Europa Edizioni srl: info@europaedizioni.it - +39 06 87153455

This privacy policy may undergo changes over time - including those related to the entry into force of new sector regulations, the updating or provision of new services or technological innovations - for which the user/visitor is invited to consult periodically this page: www.europebooks.co.uk

Date of contract submission: 16.04.2021

The Publisher
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Date of subscription: / /

The Author