

**LIGHTNING SOURCE**  
**Print on Demand Agreement Global**

This Lightning Source Print on Demand Agreement Global (the “Agreement”) is dated as of \_\_\_\_\_, 20\_\_ by and among Lightning Source LLC, a Delaware limited liability company with its principle offices at 1246 Heil Quaker Boulevard, LaVergne, Tennessee 37086 (“LSI”), Ingram Content Group Australia Pty Ltd (f/k/a Lightning Source Australia Pty Ltd.) ABN 94 147 174 374, with its principle place of business at 76 Discovery Road, Dandenong, South Victoria 3175 (“ICGAU”), and Ingram Content Group UK Ltd. (f/k/a Lightning Source UK Ltd.), a private company limited by shares formed under the laws of England and Wales with its principle offices at Chapter House, Pitfield, Kiln Farm, Milton Keynes MK11 3LW (“ICGUK”) (LSI, ICGUK, and ICGAU are collectively referenced herein as “Lightning Source”) and \_\_\_\_\_, a \_\_\_\_\_ corporation with its registered offices at \_\_\_\_\_ (“Publisher”). This Agreement shall only become effective as of the date last signed below (the “Effective Date”).

I. Print on Demand Agreement

- A. Agreement. LSI, ICGUK, or ICGAU (as applicable) agrees to provide Print on Demand services as further described in the Operating Manuals (the “Services”) in the United States, Australia, the UK, France and/or Sharjah, and/or other such sites or locations as made available to Publisher (individually or collectively referred to as the “Market”) by Lightning Source for Title(s) stored in a Lightning Source database and in accordance with this Agreement. A “Title” is defined as a work made available by Publisher, in furtherance of the Services, identified by a unique name or number as given to a book, composition, catalogue, journal, or other similar work. Publisher will decide whether to place an order with LSI, ICGAU, or ICGUK, and the applicable Lightning Source entity will invoice the Publisher for Services as provided for in this Agreement. All pricing and payments related to LSI shall be denominated in U.S. Dollars. All pricing and payment related to ICGUK will be converted to Publisher’s preferred UK payment currency. All pricing and payment related to ICGAU shall be denominated in Australian dollars.
- B. Operating Manuals. The current Lightning Source Print on Demand Publisher Operating Manual, Journals Operating Manual, and integration guides for LSI, ICGAU, and ICGUK (as applicable) are individually referred to as an “Operating Manual” and collectively referred to as the “Operating Manuals.” The Operating Manuals are hereby incorporated by reference and forms a part of this Agreement. For clarity, in no event shall Lightning Source provide writing, editing, or editorial review services as part of the quality review and control standards Lightning Source offers in association with the distribution and shipment of books. Lightning Source reserves the right to modify the Operating Manual(s) from time to time without Publisher’s consent, however, Lightning Source agrees to notify Publisher, in writing, of any material change to an Operating Manual prior to the change taking effect. Publisher may access the current edition of the Operating Manual via their online Lightning Source account.
- C. Applicable Products and Services Pricing. Publisher will pay the fees set forth in such then current applicable Market Products and Servicing Pricing Schedule (each individually and collectively referred to as the “Pricing Schedule”), which is hereby incorporated by reference and forms a part of this Agreement. Freight charges are determined from the place of manufacture. Once annually, Lightning Source reserves the right to modify the Pricing Schedule, however in no event shall such increase be greater than five percent (5%). Additional price changes may occur upon advance sixty (60) day notice.

Publisher will determine which products this section shall apply to by notifying Lightning Source. In the event any materials necessary to manufacture a book or other offering, including without limiting, paper, cannot be procured or are in short supply, Lightning Source may, at its discretion, utilize other available materials, regardless of materials specified by Publisher at the time of order. Lightning Source shall be responsible for any necessary print file conversions and such files may not be saved, which may limit Lightning Source’s ability to respond to later inquiries by the Publisher. Publisher acknowledges and agrees that requested products within an order may be manufactured using differing materials and, due to the potential for differing product dimensions, full case quantities may vary. Lightning Source is not responsible for any

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penalties, fines, or other adjustments related to the use of alternative materials. Publisher will be charged fees as determined by the product type and materials ordered, not by what may be utilized during fulfillment.

D. Term and Termination. Any party may terminate this Agreement (with or without cause) by giving the other party forty-five (45) days written notice. Alternatively, this Agreement may be suspended or terminated immediately by LSI, ICGUK, or ICGAU upon a reasonable belief of inaccurate or improper Title information or account information, an act of fraud, embezzlement, theft or any other violation of law occurs by the Publisher, their employees, agents, or designee. In the event only one Lightning Source party terminates or suspends this Agreement, the Agreement shall remain effective as between the Publisher and the non-terminating Lightning Source parties. Where Lightning Source suspends performance or terminates the Agreement pursuant to this Section I(D), Publisher agrees such suspension or termination permits Lightning Source to suspend any payment obligation owed to Publisher unless or until all matters concerning the action to suspend or terminate have been fully and completely resolved. Any party may terminate this Agreement immediately for “Cause” upon notice to the other party. For the purposes of this Agreement, “Cause” shall mean any of the following:

1. Any of the following occurs with respect to the other party:

a. The other party (i) files a voluntary petition for bankruptcy, initiates or consents to the initiation of insolvency proceedings with respect to it, or consents to the appointment of a trustee or receiver for its assets or business; (ii) the other party has an involuntary petition for bankruptcy filed against it by its creditors, becomes subject to insolvency proceedings or has a trustee or receiver appointed with respect to its business or assets which petition, proceeding or appointment is not dismissed within sixty (60) days of the date filed or entered; (iii) the other party makes an assignment for the benefit of creditors; or the shareholders or other owners of the other party elect to dissolve the other party or if proceedings are initiated to dissolve the other party if those proceedings are not dismissed within sixty (60) days of filing.

E. Rights to Print/Distribute. Except as provided for herein, all intellectual property rights to Publisher’s Titles in the Lightning Source database shall remain the property of the Publisher. Publisher hereby grants Lightning Source a nonexclusive, transferable, irrevocable, worldwide license, with right to sublicense; (a) to print or cause to be printed, Publisher’s and/or Lightning Source’s customer orders, either on-demand or in anticipation thereof, (b) to provide the Services in accordance with this Agreement, (c) to advertise Titles, (d) to display Publisher trademarks and logos in the form provided to Lightning Source or as are provided in the Titles and/ or, (e) to distribute Titles during the term of this Agreement. The rights granted to Lightning Source are sublicensable to our affiliated and subsidiary companies, and those commonly known as Ingram Content Group companies, and includes platforms owned or controlled by Ingram Content Group companies, including without limiting, websites and applications. Additionally, the license granted to Lightning Source includes the right; (a) to store Titles within the Lightning Source digital storage systems (whether owned or licensed), (b) to reformat the Titles as necessary to fulfill Lightning Source obligations and provide the Services, including, without limiting; (i) to convert physical and digital Titles to our electronic file formats, (ii) to edit, modify, reproduce, and use Title metadata provided or acquired in our sole discretion, including enhancing portions of the Title file and metadata for purposes of advertising, marketing, and selling Titles (whether physical or electronic formats), (iii) to transmit Title metadata to third parties for the purpose of fulfilling Lightning Source obligations and enhancing our services, (iv) to advertise Titles or generally make Titles known to potential customers, (v) to index Titles within Lightning Source or those of our affiliated companies systems and, (vi) the right to display electronically limited portions of the Title and Title metadata for the purpose of advertising, sales, providing the Services, and enhancing services. The rights granted herein regarding Title metadata, whether provided by Publisher or otherwise enhanced or modified by Lightning Source, including those enhanced limited portions of the content, is perpetual, and notwithstanding anything else to the contrary, the metadata rights shall survive any termination of this Agreement. Publisher

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shall remain responsible for any royalty or other compensation or fees due to the authors or owners of the Titles.

- F. Title Submission. Publisher will submit Titles in the designated format to Lightning Source through the appropriate Lightning Source website at [www.lightningsource.com](http://www.lightningsource.com), [www.lightningsource.com.au](http://www.lightningsource.com.au), [www.lightningsource.co.uk](http://www.lightningsource.co.uk), or as otherwise agreed by the parties. Specific technical details are set forth in the Operating Manuals. Publisher or Lightning Source may delete a Title from a Lightning Source database at any time upon giving the other party thirty (30) days written notice, however Lightning Source at its sole discretion, may immediately suspend or withdraw a Title or Service as necessary to preserve its business, status or reputation and as otherwise permitted pursuant to this Agreement. Any title set-up fees paid are non-refundable in the event that a Title is withdrawn from the database regardless of the party withdrawing the Title. Title setup in the UK is a taxable supply for UK VAT purposes and all prices for title set up services in the UK are subject to VAT standard rates.
- G. Returns. The return status of Titles for Wholesale Services will be as Publisher designates and described in the Operating Manual; (i) non-returnable, (ii) returnable and deliver, or (iii) returnable and destroy, unless otherwise stated herein. If Publisher designates any Title as returnable, returns will be made in accordance with Lightning Source's then current returns policy as outlined in the Operating Manual. **IF PUBLISHER CHANGES THE STATUS FROM RETURNABLE TO NON-RETURNABLE, PUBLISHER WILL BE RESPONSIBLE FOR ANY RETURNS FOR A PERIOD OF 180 DAYS FROM THE CHANGE DATE.** Regardless of return status, Publisher will reimburse Lightning Source for costs related to any Title returned due to inaccurate or incomplete Title set up requirements, claims of intellectual property infringement, violation of applicable laws, or where returns are made by Lightning Source customers alleging improper title information or misleading metadata, including without limiting, street date or publication date differences from the original dates of a book with the same title, or other misleading or inappropriate information. In the event Lightning Source has any returns claims under this section I(G), including without limiting, previously paid Publisher Compensation for a printed Title which is later returned, Lightning Source has the right to hold any Publisher Compensation and use such Publisher Compensation to: (i) offset such previously paid Publisher Compensation against any amounts Lightning Source may owe Publisher, and (ii) as a reserve against Publisher indemnity obligations. Lightning Source has the right to Hold any Publisher Compensation and suspend a Title or Service until all claims are fully and finally resolved. Lightning Source may also require Publisher to immediately remit payment for the returned units or for claims specified in this Section I(G). The return status for Direct Distribution Services is non-returnable.
- H. Payment/ Non-Payment for Services. LSI, ICGUK, and ICGAU (as applicable) will provide Publisher with invoices outlining the fees for Services as provided and Publisher will make payment within thirty (30) calendar days from date of invoice. Where payment is to be made by credit card, payment is due at the time Services are provided. In the event payment is not made as agreed, not authorized or is declined, Lightning Source may, at its sole option, discontinue any and all services under this Agreement until payment is received, or at its option, immediately terminate this Agreement. Publisher further agrees the Lightning Source account is subject to a late charge of 1.5% per month (18% annum) or the maximum amount allowed by local law on all past due invoices. Any delinquent accounts may be turned over to a collection agency for the purpose of collecting such unpaid debts. Any collection fees, (including without limitation; attorney fees and costs) will become immediately payable by Publisher.

II. Wholesale Services

- A. Wholesale Order Pricing. Publisher Titles may be available from a Market where Lightning Source manufactures Titles to territories where Lightning Source has wholesale relationships. The Publisher will determine the suggested retail list price and wholesale discount for each Title and each Market where Publisher authorizes Lightning Source to sell copies of the Title. Lightning Source will have the right, but

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not the obligation, to add or remove a Title from availability or limit a Title to certain Markets. The currency of the suggested retail price shall be the currency applicable to the Market of sales activity as outlined in the Pricing Schedule. The Publisher is not required to participate in every Market served by Lightning Source; however, the establishment of a suggested retail price and wholesale discount for a Market will serve as the Publisher's permission to sell the Title from that Market and in other territories available for Services through Lightning Source. Lightning Source is authorized to manufacture the Title from any worldwide location Lightning Source or its affiliates has a facility, however sales are restricted as specified in this Section II.A. The Publisher shall be able to disable or modify Market availability or pricing upon forty-five (45) days advance notice. The Publisher hereby warrants and represents that it has the right to distribute the Titles from each Market and extends its indemnification obligations to Lightning Source for all Titles available from each Market, as outlined further under Section V(C) below. For Wholesale Transactions, Lightning Source will print a Title upon receipt of an order and buy the printed Title from the Publisher at the wholesale price enabled at the time of order acceptance. For the avoidance of doubt, by providing pricing in United States dollars ("USD"), Publisher authorizes LSI to sell Publisher's Titles and to manufacture such Titles in any current or future Market provided such sales transaction occurs in the United States in USD.

- B. Publisher Compensation. Publisher will be paid publisher compensation for each book printed and sold by Lightning Source ("Publisher Compensation") to its respective customers in an amount equal to the suggested retail list price less the wholesale discount and the cost of printing as specified in the Pricing Schedule(s). Notwithstanding anything else to the contrary, Publisher Compensation will be paid to Publisher within ninety (90) days following the end of the month in which such sales were made. Lightning Source may change the Publisher Compensation terms upon sixty (60) days written notice to Publisher. Amounts due to Publisher will be converted to Publisher's preferred payment currency (from the options available as outlined in the Pricing Schedule) at the end of the fiscal period in which a sale occurs and at the exchange rate, if applicable, provided by Lightning Source's independent third-party exchange rate service provider, where applicable.
- C. Publisher Compensation Holdback. Lightning Source will use commercially reasonable credit management and collection practices and shall have the option, in its sole discretion, to discontinue sales to or through any third party channel, including but not limited to, wholesaler channels, retailers, resellers, and Global Connect Printers (each a "Seller") that fails to meet Lightning Source's requirements. Lightning Source's obligation to pay Publisher Compensation or license fees shall only occur upon receipt of payment for sales of Publisher Titles by Seller. In the event a Seller fails to pay amounts due to Lightning Source, and Lightning Source has previously paid Publisher Compensation or license fees, Lightning Source will charge back such amounts against Publisher Compensation to recover such unpaid amounts. If Publisher Compensation is insufficient to cover the unpaid amounts, Lightning Source will issue an invoice to Publisher for any shortfall and Publisher will pay such invoices within thirty (30) days of the invoice date. Should Lightning Source later recover any amounts that were due by Seller and paid by Publisher in accordance with this section, Lightning Source will credit such amount on Publisher's next Publisher Compensation payment in accordance with Section II.B.

III. Global Connect Program

- A. Global Connect Program ("GCP"). The GCP is a Wholesale Services transaction available through LSI which provides the opportunity for the sale, printing, and distribution of the Titles through a network of GCP third party printers (each a GCP Printer") located in various countries throughout the world (the "GCP Market"). By Publisher entering a US retail price and wholesale discount, LSI will have the option to make Publisher Titles available in each current GCP Market and those additional territories as they become available. Once a Title is active in a GCP Market, Publisher may change such GCP Market availability upon thirty (30) days' notice to LSI. Publisher may also elect to participate in a GCP Market by designating unique pricing by Market or region offered within the GCP.

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- B. Global Connect Products. Products are manufactured by a GCP Printer according to the same or similar specifications as provided by LSI. Prior to authorizing any GCP Printer to produce any specific Title, the GCP Printer must establish that it has the capability to meet the LSI specifications and remain subject to ongoing quality assurance reviews.
- C. Title Submission. Titles in the LSI database with United States Market pricing will automatically be eligible for the GCP. Publisher may choose to not authorize all or specific Titles within their LSI online account.
- D. License Fee for GCP. Publisher will be paid a license fee for each book printed and sold by LSI through its GCP Printer in each applicable market where paid by the Seller. The fee paid will be determined by Publisher's current US list price (or the suggested retail list price as provided by Publisher in US dollars) less their wholesale discount less the current US print charge. Publisher shall establish the suggested retail list price in US dollars and wholesale discount for each Title they would like to sell in the applicable market. All payments to Publisher shall be in the form Publisher currently receives. All sales will be accounted for and included on Publisher's current Publisher Compensation statements and paid pursuant to Section II(B) and Section II(C).
- E. Reporting. All sales will be accounted for and included in a compensation statement. Publisher's monthly sales reports will account for and reflect units sold, printed and distributed via the GCP by territory.
- F. Returns. All units sold through the GCP shall be sold non-returnable.
- G. GCP Termination. Either party may terminate permission for a Title in any given territory or may cancel all Titles from the GCP by giving the other party thirty (30) days written notice. Upon termination of any authority given by Publisher, Publisher's Titles will be cancelled.

IV. Direct Distribution Services

- A. Order Fulfillment. At Publisher's request, LSI, ICGUK, and/ or ICGAU may provide Direct Distribution Services, which shall generally include printing, fulfillment and other special services as agreed by the Parties, subject to and in accordance with the provisions of the Operating Manual. For purposes of clarity, in no event shall Lightning Source provide writing, editing, or editorial review services as part of the Direct Distribution Services that Lightning Source offers. Where Lightning Source provides Direct Distribution Services, Lightning Source will print books for Publisher as they are ordered and provide order fulfillment services as described in the applicable Operating Manual. Lightning Source reserves the sole right to determine where to manufacture Titles. Publisher will be responsible for its own accounting and other business needs not expressly set out in this Agreement or the Operating Manual, including but not limited to third party pricing, terms of sale, order taking, order entry, invoicing, credit memo processing, credit, collections and customer service.
- B. Direct Distribution Fees. Publisher shall pay LSI, ICGUK, or ICGAU, as applicable, for all printing charges, service fees (listed on the Pricing Schedule), freight and postal charges incurred on behalf of Publisher, and any taxes as may be applicable (See Section V.F.) during the term of this Agreement. LSI, ICGUK, and/or ICGAU (as applicable) shall provide Publisher with a separate statement (invoice) detailing the fees for Services and reimbursable expenses and Publisher shall make payment, without offset, within thirty (30) calendar days of the date of the invoice.
- C. Correction of Errors. Publisher acknowledges that errors (such as mis-shipments, quantity/title discrepancies, or missed delivery dates) will occur from time to time in the normal, ongoing course of business. If an error occurs and it is solely Lightning Source's fault it will be corrected by the applicable Lightning Source party at its cost by re-shipment, arranging for the return shipment, or reimbursing the Publisher for the incurred

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standard or premium freight charges. These shall be Publisher's exclusive remedies for errors and Lightning Source shall have no further liability.

- D. Risk of Loss in Transportation. Risk of damage or loss of Publisher's books in transit from a Lightning Source facility to Publisher or Publisher's customers shall pass to Publisher upon delivery of books to the carrier at the Lightning Source dock, except where the Publisher or Publisher's customer's order are shipped on a prepaid basis and Lightning Source chose the transportation arrangements. For Canadian shipments, the terms FOB Canada shall be applied.
- E. Held Inventory Printing/ Orders. From time to time, LSI may determine a need arises to print certain Publisher Titles ahead of actual demand ("Held Inventory Printing"). Publisher's Title(s) shall be available for Held Inventory Printing (the "Held Titles") and LSI will forecast demand for such Held Titles, for the purpose of printing only those quantities during limited times as reasonably anticipated (the "Held Inventory"). The Held Inventory will be stored in an LSI and/ or its affiliated company facilities and made available from such facility based on LSI's demand schedule and LSI shall determine, on a case by case basis, the duration for Held Inventory availability. Upon a sale for Held Inventory through an LSI Wholesale channel, LSI will buy the unit(s) as a Wholesale transaction, (in accordance with Section II above). Title shall pass for each purchased unit from Publisher to LSI at time of the applicable order invoice by LSI. Returnability for Held Inventory shall be determined by Publishers Wholesale returns status in accordance with section I(G). Held Inventory shall also be available for Publisher orders with payment in accordance with section IV(B). Held Titles shall also be available for Publisher orders under this Section IV, such Titles to be available upon determination of sufficient demand. ICGUK and ICGAU may participate in Held Inventory Printing in accordance with this Section IV(E) upon notice to Publisher.
1. Held Inventory Payment. Publisher will not be invoiced any print fees for such Held Inventory. Payment for units purchased by LSI will be in accordance with Section II above or invoiced for Publisher orders in accordance with Section IV(B) above. After any Held Inventory demand, Publisher shall be provided the opportunity to purchase, within fifteen (15) days of a sales notice, such remaining Held Inventory at a price agreeable to both parties ("Purchased Inventory"). Publisher shall be responsible for shipping and other costs, and agrees to remove Purchased Inventory within fifteen (15) days of such purchase. Any Held Inventory thereafter remaining shall be reduced to recyclable material by LSI.
  2. Held Inventory Withdrawal. Where Publisher chooses to withdraw Held Titles from Held Inventory Printing eligibility, Publisher shall provide LSI ninety (90) days. advance notice. The parties agree this time is necessary to allow LSI to sell, destroy, or cease advertising Held Inventory and/or Held Titles.
  3. Held Inventory Reporting. Where requested, LSI and Publisher will work together for the purpose of providing Publisher reporting of Held Inventory.

V. General

- A. Defective Books. Lightning Source will replace at its own cost any books which do not meet the quality standards set forth in the Operating Manual due to manufacturing defect.
- B. Representations and Warranty. Publisher represents and warrants that it has all necessary rights to enter into this Agreement, whether Publisher is owner of each of the Titles and all copyrights related thereto, or whether Publisher has lawfully obtained the legal authority from the authors or owners of the Titles, in order to print, or have printed, and to distribute, or have distributed, the Titles in accordance with the terms hereof. For

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purposes of clarity, Publisher also represents and warrants that the Titles can be sold, marketed, displayed, distributed, and/or otherwise promoted by Lightning Source without violating or infringing the rights of any other person or entity, including without limitation, infringing any copyright, moral right, trademark, trade name, patent, right of privacy, right of publicity, right of anonymity, or any other intellectual or industrial property right, title, or interest of any party or entity. Publisher further represents and warrants the Titles are not libelous, defamatory, obscene, that the Titles do not violate the rights of any third party, and that the Titles do not otherwise violate any applicable laws. Publisher represents and warrants that it has provided accurate information related to the Titles, including identification of the Titles and any other pertinent information related to the Titles. Publisher herein accepts sole and absolute liability for any inaccurate representation under this Section V(B). In no event shall Lightning Source be liable for Publisher's failure or any breach of its obligations hereunder. Additionally, and without limitation, Publisher represents and warrants that it is responsible for the payment of royalties owed to its authors or rights holders and will hold Lightning Source harmless for any claims brought against it for royalties. Publisher represents and warrants that it shall publish and/or distribute its Titles in accordance with all applicable rules, laws and regulations. Publisher will promptly notify Lightning Source in writing if it receives or otherwise becomes aware of a claim alleging facts which if true would be a breach of any of the foregoing representations or warranties. Lightning Source warrants that the Titles printed shall materially conform to the standards established in the Operating Manuals.

- C. **Indemnification.** Publisher hereby agrees to defend, indemnify and hold harmless LSI, ICGAU, ICGUK, their directors, officers, employees and agents from and against any claims of others alleging facts that if true would be a breach of any of Publisher's representations or warranties or a breach of any obligation contained in this Agreement, or for claims where a Title is found to be inaccurate or unsafe. For purpose of clarity, the foregoing indemnification obligations include, without limitation, Publisher's failure to secure any necessary rights to the Titles, including any right to print, or have printed, and/or to distribute, or have distributed, the Titles, as well as any failure by Publisher to secure any necessary intellectual property rights in the Titles. Publisher shall defend, indemnify, and hold harmless LSI, ICGUK, and ICGAU, their directors, officers, employees, and agents from and against any third-party demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs, or expenses (including without limitation, reasonable attorney's fees and the costs of any investigation) arising out of, in connection with, or resulting from any violation or alleged violation of Publisher's breach of or default under the terms or conditions of this Agreement, or any negligence, gross negligence, or willful misconduct by or on behalf of Publisher or Publisher's employees or agents. Lightning Source has the right to withhold any Publisher Compensation until all claims have been fully and completely resolved. Lightning Source will give Publisher prompt written notice of all claims, provide reasonable cooperation in the investigation and defense, and permit Publisher, at its expense, to defend the claim with legal counsel of its choosing reasonably satisfactory to LSI, ICGUK, and/or ICGAU.
- D. **Limitation of Liability.** No party's liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors or for fraudulent misrepresentation; is excluded or limited by this Agreement. Other than that as set out above, no party shall be liable (whether for breach of contract, negligence or for any other reason) to the other for any; (i) loss of profits; (ii) loss of sales; (iii) loss of revenue; (iv) loss or waste of management or staff time, or interruption to business; (v) indirect, consequential or special loss; even if the parties have been advised of the possibility of such losses. Excluding any indemnification obligations contained in this Agreement, no party's total liability under this Agreement shall exceed, for physical damage to tangible property, the sum of Five Hundred Dollars (\$500) or its equivalent in respect of each event giving rise to liability, in an aggregate amount not to exceed Five Thousand Dollars (\$5000) or its equivalent, and for all other loss or damage, in an aggregate amount equal to the total amount paid by Publisher for services under this Agreement in the 12 month period prior to most recent event giving rise to liability. **In addition, each Lightning Source party is severally liable for its own obligations under this Agreement and is not jointly liable for the obligations of any other Lightning Source party.** The parties hereby acknowledge that the mutual covenants and agreements set forth in this Agreement reflect this allocation of risk.

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- E. Assignment. No party may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder or any portion thereof without the prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that LSI, ICGAU, and/or ICGUK may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder or any portion thereof to its parent, subsidiaries, affiliates or successors without Publisher's consent or approval. Nothing in this section shall prohibit Lightning Source from subcontracting discrete components of production at Lightning Source's sole discretion and without notice to Publisher.
- F. Taxes. Each party shall be responsible for any tax liability it incurs due to the performance of its duties under this Agreement for all transactions as outlined in the specific Exhibit noted below.
1. – Tax for Transactions/Orders with Lightning Source LLC (US) – Exhibit I
  2. - Tax for Transactions/Orders with Ingram Content Group Australia – See Exhibit II
  3. - Tax for Transactions/Orders with Ingram Content Group UK – See Exhibit III
- G. Offset for Past Due Balances. In the event Publisher fails to pay any amounts owed Lightning Source within five (5) business days after receiving a notice of non-payment (the "Original Notice"), Lightning Source reserves the right to place a payment hold on any other account Publisher may have with Ingram Publisher Services LLC., Ingram Book Group LLC., Lightning Source LLC., and any of their affiliated companies (collectively the "Ingram Entities") until such time as Publisher's past due amounts are paid. Lightning Source reserves the right, and Publisher hereby agrees, Lightning Source will retain any amounts payable to Publisher from any other Publisher account with the Ingram Entities in the event Publisher's past due amounts are not paid within fifteen (15) days after Lightning Source sends the Original Notice and such funds shall be used to credit any past due payments owed any of the Ingram Entities. Additionally, the Ingram Entities each have the right to offset against any amounts payable by any of the Ingram Entities.
- H. Force Majeure. Any delay or failure in the performance by either party hereunder will be excused if and to the extent caused by the occurrence of a Force Majeure event. A Force Majeure event shall mean an impediment beyond a party's control, which a party could not have taken into account at the conclusion of the Agreement, and the consequences of which could not have reasonably been avoided or overcome, including without limiting, acts of God, epidemic, fire, flood, explosion, riot, war, weather, sabotage, supply disruptions, terrorism, vandalism, restraint of government, governmental acts, or labor interruption. Save for the obligations to pay money for Services rendered, neither party shall be liable for delays and damages caused by a Force Majeure event.
- I. Confidentiality. Publisher promises and agrees to receive and hold Confidential Information in confidence and will protect the confidential and proprietary information of Lightning Source through the exercise of no less protection and care than it customarily uses in safeguarding its own confidential and proprietary information that it desires to retain in confidence, and in all cases, through the exercise of reasonable care. Publisher further agrees not to disclose Confidential Information to any third parties, except as required by law. "Confidential Information" means all non-public technical and non-technical information concerning past, present, and future business practices, whether conveyed or distributed through oral, written, or recorded methods. Confidential Information shall include without limitation, all documents, software, reports, data, records, customer and customer lists, business plans, finances, technologies (whether owned or licensed), intellectual property, internal structure, resources, products or service offerings, promotional and marketing plans, trade secrets, forms and other materials, third party information related to this Agreement, or information obtained by Publisher in the course of this Agreement that (i) derives actual or potential independent economic value from not being generally known to, and not being readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (ii) that the Lightning Source designates



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as confidential, or that given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information does not include information which Publisher demonstrates by its written records, (i) was in Publisher's possession or was independently developed by Publisher before receipt from Lightning Source; (ii) is or becomes a matter of general public knowledge through no action or fault of Publisher; (iii) is rightfully received by Publisher from a third party without a duty of confidentiality, or (iv) was independently developed by persons under the control of Publisher who had no access to the Confidential Information.

- J. Choice of Law; Jurisdiction and Venue. With respect to any claims that may arise related to the performance under this Agreement with LSI, this Agreement shall be interpreted and enforced in accordance with the laws of the State of Tennessee and Article 2 of the Uniform Commercial Code as enacted in the State of Tennessee as amended from time to time, and the parties hereto agree, at such time, to recognize and submit to the jurisdiction and venue of the courts of the United States of America and the State of Tennessee. With respect to any claims that arise related to the performance under this Agreement with ICGUK, this Agreement will be interpreted and enforced in accordance with the laws of England and Wales and the parties hereto agree, at such time to recognize and submit to the jurisdiction and venue of the courts of England and Wales. With respect to any claims that may arise under this Agreement with ICGAU, this Agreement will be interpreted and enforced in accordance with the laws of the state of Victoria in Australia and the parties hereto agree, at such time, to recognize and submit to the jurisdiction and venue of the courts of Victoria in Australia. Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sales of Goods (CISG), the parties expressly exclude application of the CISG in its entirety to this Agreement.
- K. Language. This Agreement is made in the English language only, which shall be controlling in all respects. No translation, if any, of this Agreement or the Operating Manual(s) into any other language shall be of any force or effect in the interpretation of this Agreement or in a determination of the intent or obligations of either party. All notices and communication shall only be effective if received in the English language.
- L. Survival, Severance, and Status. Upon the expiration or termination of this Agreement, the obligations of the Parties to each other shall come to an end, except that the provisions of Sections I(D), I(E), I(G), I(H), and Section V shall survive.
1. If any provision of this agreement is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of any other provision of this agreement or this agreement as a whole. If any provision of this agreement is so found to be ineffective or unenforceable but would be effective or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it effective and enforceable.
  2. Except to the extent that this agreement expressly provides otherwise, nothing in this agreement shall or is intended to create a partnership or joint venture between the parties, constitute one party as agent of the other or give either party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other party. Neither party may act as if it were or represent (expressly or by implying it) that it is, an agent of the other or has such authority. Each party confirms that, in entering into and performing this agreement, it is acting as principal and not as the agent of any undisclosed third-party principal. A person who is not a party to this agreement shall not have any rights under or in connection with it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- M. Waiver. No waiver by any party of any breach of any of the provisions of this Agreement shall be deemed permission to waive any preceding or succeeding breach of the same or any other provisions hereof. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion

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or against any other person. No such waiver shall be effective unless in writing and agreed to only by a writing executed by the party or Parties against whom the waiver is sought to be enforced.

- N. Bribery. Neither the Publisher nor any of its subsidiaries, nor any director, officer, employee, or agent thereof, in each case acting in their capacity as such, has, within the last five (5) years, either directly or indirectly through any third party, (i) made, promised, offered or authorized any unlawful payment or gift to or for the benefit of any foreign or domestic government official or employee, political party or candidate for political office; (ii) violated or is in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), the U.K. Bribery Act 2010, or any other anti-bribery or anti-corruption law of any other jurisdiction in which the Publisher operates its business, including, in each case, the rules and regulations thereunder (the “Anti-Bribery Laws”), or (iii) otherwise made any unlawful bribe, payoff, influence payment, or kickback in violation of Anti-Bribery Laws; and the Publisher and each of its respective subsidiaries has instituted and has maintained, and will continue to maintain, policies and procedures reasonably designed to promote and achieve material compliance with the Anti-Bribery Laws, and (iv) the Publisher will at all times comply with the Anti-Bribery Laws.
- O. Entire Agreement. **This Agreement supersedes and replaces all previous versions of this agreement or any other agreement between some or all of the parties concerning the Services.** The parties intend this Agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole repository of their agreement and they are not bound by any other agreements, promises, representations, or writings of whatsoever kind or nature. The parties also intend that this complete, exclusive, and fully integrated statement of their agreement may not be supplemented or explained (interpreted) by any evidence of trade, usage or course of dealing. Provided always that nothing in this section V(O) will operate to limit or exclude any liability for fraud or fraudulent misrepresentation, no other representations or terms shall apply or form part of this agreement. Each party acknowledges that it has not been influenced to enter this agreement by, and shall have no right or remedy (other than for breach of contract) in respect of, anything the other party has said or done or committed to do, except as expressly recorded in this agreement. No waiver, modification, or amendment to this Agreement will be binding unless reduced to writing and duly executed by the party to be bound thereby. In the event there is a conflict between the terms of the Operating Manual and this Agreement, the terms of this Agreement shall control. Publisher hereby acknowledges and agrees that it has received a copy of and has fully reviewed and understands the Operating Manual and Pricing Schedules. Nothing in this Agreement as it relates to ICGAU (including sections IV C., V A., V D. and V I.) is intended to exclude, restrict, or modify rights which Publisher may have under common law, the *Trade Practices Act 1974 (Cth)*, the *Competition and Consumer Act 2010 (Cth)*, other legislation or otherwise (“Relevant Laws”) which may not be excluded, restricted or modified by agreement.
- P. Signature/Counterparts. By completing the fields in the signature section, Publisher represents and warrants that it has the legal right, power and authority to enter into this Agreement and hereby agrees to be bound by the terms of this Agreement. The parties may execute this Agreement in counterparts. Each executed counterpart will be considered an original document and all executed counterparts, together, will constitute the same Agreement. This Agreement will become effective as of the date when all parties have signed and dated it below.

***SIGNATURES NEXT PAGE***

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*Signature Page*

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and delivered as of the Effective Date.

Lightning Source LLC

\_\_\_\_\_

[Publisher/Publisher]

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Ingram Content Group UK Ltd.

Ingram Content Group AUSTRALIA Pty. Ltd.  
ABN 94 147 174 374

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**Exhibit I**  
**Tax for Transactions/Orders with Lightning Source LLC (US)**

1. Taxes for Wholesale Purchase by LSI: LSI will purchase as a wholesale transaction Titles from Publisher with title transfer at the time the Titles are printed. LSI will become the owner for all purposes after the purchase from Publisher. LSI will be responsible for the collection and remission of all taxes relating to LSI's sales of the Titles purchased from Publisher including sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes. LSI agrees to pay Publisher any sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes that Publisher is required to charge and collect and/or are imposed due to the wholesale purchase of Titles by LSI from Publisher after receipt of a valid tax invoice and/or other appropriate documentation as required by the appropriate taxing authorities. Any applicable taxes will be paid at the same time as the tax exclusive consideration. Publisher agrees to accept valid) resale and/or exemption certificates provided by LSI as justification not to charge and collect such taxes if such an exemption exists.
2. Direct Distribution Services by LSI for Publisher:
  - a) Publisher will be the owner of record for all purposes of its Titles. Publisher will be responsible for all taxes relating to the sale and distribution of the Titles, and the services provided by LSI to Publisher under this agreement including sales, use, personal property, gross receipts, business activity, VAT, GST, and/or similar type taxes and will be responsible for the collection, self accrual, reporting, and remitting of all such taxes and fees to the applicable authorities/jurisdictions.
  - b) Publisher agrees to pay LSI any sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes that LSI is required to charge and collect and/or are imposed due to services rendered under this Agreement. Any applicable taxes will be paid at the same time as the tax exclusive consideration or upon receipt of a valid tax invoice. Publisher agrees to provide to LSI resale certificates, exemption certificates, and/or other appropriate documentation as requested/ required by LSI as justification not to charge, impose, and collect sales, use, personal property, gross receipts, business activity, VAT, GST and/or similar type taxes relating to services under this agreement. If documentation cannot be provided or an exemption does not exist, LSI will work with Publisher to seek solutions or alternatives that are amicable to both parties if possible.
3. Global Connect Program ("GCP"). LSI agrees to be responsible for any taxes, if any, relating to the license fee paid by the GCP partners to LSI including sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes. GCP partners agree contractually to be the owner for all purposes of books (Titles) printed by the GCP partners. The GCP partners are responsible and liable for all taxes relating to the printing, sale, and distribution of printed Titles under the GCP including VAT, GST, sales, use, business activity, gross receipts, property tax, and/or similar type transactional taxes, and will be responsible for reporting and remitting all such taxes and fees to the applicable authorities/jurisdictions.
4. Publisher will indemnify, reimburse, defend and hold harmless from any and all tax claims and assessments (including interest and penalties) LSI, its parent, subsidiaries and affiliates, and their respective officers, directors, employees and agents may be required to pay with respect to sales, use, personal property, gross receipts, business activity, VAT, GST, and/or similar type taxes based on the services performed by LSI on behalf of Publisher pursuant to this agreement.
5. Any amount referred to in this agreement which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a tax exclusive basis.
6. Tax Audits: Both parties agree to use commercially reasonable efforts to cooperate and provide assistance to each other with respect to any potential tax audits including sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes in connection with activities under this Agreement. Furthermore, the parties agree that only information that is readily available using the parties' existing information systems will be provided under this Section. Each party agrees that any costs incurred in connection with such cooperation and assistance will be borne solely by the party incurring such costs. To the extent LSI seeks indemnity from Publisher under this section, LSI will not settle, or consent to any judgment with respect to, such assessment or claim without first consulting with Publisher and allowing Publisher to respond to the claims creating the basis for the assessment for which LSI is seeking indemnification.
7. Publisher agrees to pay LSI the full amount invoiced and due without deduction or offset of any kind with respect to any taxes including any governmental taxes at any level, income tax withholding, and/or other fees or deductions.

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**Exhibit II**  
**Tax for Transactions/Orders with Ingram Content Group Australia**

- 1) **Wholesale Purchase by ICGAU:** ICGAU will purchase as a wholesale transaction books from Publisher with title transfer at the time the books are printed. ICGAU will become the owner for all purposes after the purchase from Publisher. ICGAU will be responsible for the collection and remission of all taxes relating to ICGAU sales of the books purchased from Publisher including sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes. ICGAU agrees to pay Publisher any sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes that Publisher is required to charge and collect and/or are imposed due to the wholesale purchase of books by ICGAU from Publisher after receipt of a valid tax invoice and/or other appropriate documentation as required by the appropriate taxing authorities. Any applicable taxes will be paid at the same time as the tax exclusive consideration. Publisher agrees to accept valid (as determined by each jurisdictions guidelines & regulations) resale and/or exemption certificates provided by ICGAU as justification not to charge and collect such taxes if such an exemption exists. Publisher must notify ICGAU of their Australian GST registration status as of the contract date. Publisher also agrees to notify ICGAU of any subsequent changes to such status during the term of this Agreement within ten (10) business days of such status change.
  - a. If the Publisher is a non-resident and non-registered for Australian GST purposes or the Publisher does not make the supply through an enterprise that it carries on in Australia at a permanent place then the parties agree to be bound by the terms of the Reverse Charge Agreement, attached as Exhibit IV. Upon entering into this Reverse Charge Agreement, GST on the supply (wholesale book purchase by ICGAU from Publisher) will be payable by ICGAU.
- 2) **Direct Distribution Services by ICGAU for Publisher:** Publisher will be the owner for all purposes of its book product. Publisher will be responsible for all taxes relating to the sale and distribution of its book products including sales, use, personal property, gross receipts, business activity, VAT, GST, and/or similar type taxes and will be responsible for reporting and remitting all such taxes and fees to the applicable authorities/jurisdictions. Publisher will indemnify ICGAU from any and all tax claims or charges with respect to sales, use, personal property, gross receipts, business activity, VAT, GST, and/or similar type taxes based on the production and/or fulfillment of any order by ICGAU on behalf of Publisher pursuant to the Direct Distribution Services section of this Agreement.
- 3) **ICGAU Performance of Production and/or Fulfillment Services:** Publisher agrees to pay ICGAU any sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes that ICGAU is required to charge and collect and/or are imposed due to services rendered under this Agreement. Any applicable taxes will be paid at the same time as the tax exclusive consideration or upon receipt of a valid tax invoice. ICGAU will accept valid (as determined by each jurisdictions guidelines & regulations) resale and/or exemption certificates provided by Publisher as justification not to charge and collect such taxes if such an exemption exists. Publisher will indemnify ICGAU from any and all tax claims or charges with respect to sales, use, personal property, gross receipts, business activity, VAT, GST, and/or similar type taxes imposed due to services rendered by ICGAU pursuant to this Agreement.
- 4) Any amount referred to in this agreement which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a tax exclusive basis.
- 5) **Tax Audits:** Both parties agree to use commercially reasonable efforts to cooperate and provide assistance to each other with respect to any potential tax audits including sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes in connection with activities under this Agreement. Furthermore, the parties agree that only information that is readily available using the parties' existing information systems will be provided under this Section. Each party agrees that any costs incurred in connection with such cooperation and assistance will be borne solely by the party incurring such costs. To the extent ICGAU seeks indemnity from Publisher under this section, ICGAU will not settle, or consent to any judgment with respect to, such assessment or claim without first consulting with Publisher and allowing Publisher to respond to the claims creating the basis for the assessment for which ICGAU is seeking indemnification.
- 6) Publisher agrees to pay ICGAU the full amount invoiced and due without deduction or offset of any kind with respect to any taxes including any governmental taxes at any level, income tax withholding, and/or other fees or deductions.

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**Exhibit III**  
**Tax for Transactions/Orders with Ingram Content Group UK**

1. Taxes for Wholesale Purchase by ICGUK: ICGUK will purchase as a wholesale transaction Titles from Publisher with title transfer at the time the Titles are printed. ICGUK will become the owner for all purposes after the purchase from Publisher. ICGUK will be responsible for the collection and remission of all transactional taxes relating to ICGUK's sales of the Titles purchased from Publisher including VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes. ICGUK agrees to pay Publisher and/or self assess via a reverse charge any VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes that is required due to the wholesale purchase of Titles by ICGUK from Publisher after receipt of a valid tax invoice and/or other appropriate documentation as required by the appropriate taxing authorities. Any applicable taxes will be paid at the same time as the tax exclusive consideration. Publisher agrees to accept valid resale, exemption certificates, or other appropriate documentation as required by the appropriate taxing authorities provided by ICGUK as justification not to charge and collect such taxes if such an exemption exists.
2. Direct Distribution Services by ICGUK for Publisher:
  - a) Publisher will be the owner of record for all purposes of its Titles. Publisher will be responsible for all transactional taxes relating to the sale and distribution of the Titles, and the services provided by ICGUK to Publisher under this agreement including VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes and will be responsible for the collection, self accrual, reporting, and remitting of all such taxes and fees to the applicable authorities/jurisdictions.
  - b) Publisher agrees to pay ICGUK any VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes that ICGUK is required to charge and collect and/or are imposed due to services rendered under this Agreement. Any applicable taxes will be paid at the same time as the tax exclusive consideration or upon receipt of a valid tax invoice. Publisher agrees to provide to ICGUK resale certificates, exemption certificates, and/or other appropriate documentation as requested/required by ICGUK as justification not to charge, impose, and collect VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes relating to services under this agreement. If documentation cannot be provided or an exemption does not exist, ICGUK will work with Publisher to seek solutions or alternatives that are amicable to both parties if possible.
3. Publisher will indemnify, reimburse, defend and hold harmless from any and all tax claims and assessments (including interest and penalties) ICGUK, its parent, subsidiaries and affiliates, and their respective officers, directors, employees and agents may be required to pay with respect to VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes based on the services performed by ICGUK on behalf of Publisher pursuant to this agreement.
4. Any amount referred to in this agreement which is relevant in determining a payment to be made by one of the parties to the other is, unless indicated otherwise, a reference to that amount expressed on a tax exclusive basis.
5. Tax Audits: Both parties agree to use commercially reasonable efforts to cooperate and provide assistance to each other with respect to any potential tax audits including VAT, GST, sales, use, gross receipts, business activity, and/or similar type taxes in connection with activities under this Agreement. Furthermore, the parties agree that only information that is readily available using the parties' existing information systems will be provided under this Section. Each party agrees that any costs incurred in connection with such cooperation and assistance will be borne solely by the party incurring such costs. To the extent ICGUK seeks indemnity from Publisher under this section, ICGUK will not settle, or consent to any judgment with respect to, such assessment or claim without first consulting with Publisher and allowing Publisher to respond to the claims creating the basis for the assessment for which ICGUK is seeking indemnification.
6. Publisher agrees to pay ICGUK the full amount invoiced and due without deduction or offset of any kind with respect to any taxes including any governmental taxes at any level, income tax withholding, and/or other fees or deductions.

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**Exhibit IV**  
**AUSTRALIAN REVERSE CHARGE AGREEMENT**

Publisher makes the following taxable supply to Ingram Content Group Australia Pty Ltd.

**Printed Books**

Publisher warrants that the following are true and correct.

- Publisher is a non-resident and non-registered for Australian GST purposes
- Publisher does not make the supply through an enterprise that it carries on in Australia at a permanent place

Ingram Content Group Australia Pty Ltd. warrants that it is registered for Australian GST purposes.

Publisher and Ingram Content Group Australia Pty Ltd. hereby agree that the GST on the supply be payable by the recipient.