

TERMS AND CONDITIONS FOR LULU PARTNER PROGRAM

LULU Press, Inc. (hereinafter referred to as "LULU") and your organization (hereinafter referred to as "PARTNER") (and jointly referred to as the "PARTIES" or "PARTY"), agree to the following terms and conditions for partnership.

WHEREAS both PARTIES wish to facilitate the ability for authors to publish and sell their work; PARTNER and LULU enter into this agreement which allows PARTNER access to high quality publishing, printing and retail services of its selected user base in a customized PARTNER branded web page and LULU the ability to increase its author base and available publications.

RESPONSIBILITIES OF EACH PARTY:

LULU agrees to design, build, and maintain a PARTNER landing page on LULU.com for the sole purpose of registration of authors with LULU as qualified authors for PARTNER. See Appendix I for design specifications.

PARTNER agrees to act as a partner and utilize its best efforts to identify potential customers and direct them to register as LULU authors via the PARTNER landing page on LULU.com.

LULU agrees to pay commission of 10% to the PARTNER based on successful sales of qualified author's work on the LULU.com site to PARTNER.

LULU agrees to act as a promotional partner and utilize its best efforts to promote this partnership and assist PARTNER in the promotion and marketing of this partnership.

Both PARTIES agree to keep the terms of this agreement confidential

DEFINITIONS

Unless explicitly defined otherwise, the following words and expressions shall carry the meaning ascribed to them below:

Commission— is the amount earned by PARTNER resulting from paid sales on Lulu.com of author's work made by PARTNER registered authors. Commissions are calculated as percentage (%) of paid net sales made by LULU from a registered author.

Net Sales— is the gross amount sold net of all taxes, freight charges, discounts, allowances and refunds. Commission are paid on sales on Lulu.com of qualifying books, ,ebooks, photo books and calendars created by qualified partner authors, and includes purchases by qualified PARTNER authors of their own books, ebooks, photo books and calendars.

Qualified author— is any visitor to the PARTNER landing page who registers as an author with LULU via the PARTNER landing page, will become a qualified PARTNER author. Any author who registers as an author with LULU via any other registration method will not be considered a qualified author for PARTNER even if author later registers through PARTNER page.

Services — are the creative, formatting, editing and marketing service rendered by LULU.

Qualifying services —are LULU branded services purchased by qualified PARTNER authors. Services purchased by author through the LULU marketplace,(third party services), are not eligible for commission calculation.

COST

There is no cost to PARTNER for participation in the Lulu Partner Program.

BENEFIT TO PARTNER

The PARTNER will earn a commission on qualified sale of products and services as defined below.

Commission due to PARTNER

<u>Product</u>	<u>% of collected net sales</u>
Qualifying services	10%
Books	10%
ebooks	10%
Photo books	10%
Calendars	10%

PARTNER commissions will be paid within 60 days after the end of the calendar month in which the commission was earned. LULU reserves the right to process payments only after commissions earned and unpaid exceed \$50.00. LULU will accumulate all earned but unpaid commissions and record the liability to PARTNER until the \$50.00 threshold has been reached and payment to PARTNER has been made.

It is the PARTNER’s responsibility to maintain its account information up to date, including address and business contact.

DATA OWNERSHIP

All authors and author data registered through a PARTNER site belong to LULU. LULU, at its sole discretion, may share selected author data with a PARTNER for reporting and marketing purposes.

TERM

The term of this agreement will commence when PARTNER explicitly indicates agreement with these Terms and Conditions and continues for a period of one (1) year (the “Initial Term”) and shall continue thereafter for additional successive 1 year periods (“Renewal Term”) until terminated by either PARTY.

Notwithstanding the foregoing, either PARTY may terminate this Agreement with 30 days advanced written notification to the other Party. If LULU terminates this agreement, PARTNER will continue to earn commissions for all qualified PARTNER authors sales for 60 days from the date of termination. PARTNER commissions earned after termination of this Agreement will be paid within 60 days after the end of the calendar month in which the commission was earned regardless of the amount earned.

Upon termination, both PARTIES agree to remove all references to the partnership from their respective domains. The mutual covenants of this Agreement for both Parties, though, shall remain in effect for the above specified time periods after such termination.

ASSIGNMENTS

Either PARTY may assign this contract in whole or in part, without first obtaining the prior consent of the other PARTY. Notification of assignment shall be made within 30 days of assignment.

AGREEMENT MODIFICATIONS AND NOTICES

From time to time the terms and conditions of this Agreement may be modified. By posting the amended Terms and condition to Lulu's web site notice is provided. Terms and Conditions may be found at www.lulu.com/partners/

If any portion of this agreement is found to be unenforceable, the remaining portion will remain in full force and effect.

AUTHORIZATION

The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of joint venture, employment, franchise or agency between the parties. Neither PARTY will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

Appendix I

[weRead](#) (A Lulu company) enables authors to connect with well over three million readers across a variety of social networks (Facebook, Myspace, Orkut, Hi5, Bebo, My Yahoo!). You can interact with your fans in discussion boards and posts and promote your new creations.



Register for the weRead Program.

Full Name: *

E-mail Address: *

Password: *

Choose a password at least 6 characters long.

Password strength: Too short

Re-type Password: *

By creating an account, I agree to the terms in the [Lulu Membership Agreement](#).

Log in

Registered program members can log in here.

E-mail

Password

[Forgot your password?](#)

Retrieve your password, then return to this page to join the program.