

Publisher Name: _____

Publisher acknowledges and agrees to the terms contained in this letter for any use of the Ingram Publisher Services LLC ("IPS") ordering and freight systems ("System") for international shipments of sample and other no charge items resulting in no or limited charges to the international recipient(s).

Publisher agrees to input accurate information for the actual cost of the items being shipped internationally into the System even though these items are being provided to recipients at no or little cost. This cost information should be based on either the printing or manufacturing cost of the items being shipped or the actual suggested retail price if the printing or manufacturing cost is not available in Publisher's records. In the event the printing or manufacturing cost is entered into the System, the Publisher acknowledges that it has sufficient records to demonstrate these cost for such items and agrees to provide these records to IPS within three (3) business days of receipt of a request from IPS should any shipment be audited by border or transportation officials. In the event Publisher utilizes Lightning Source print on demand services to print such items, IPS will assist Publisher in obtaining the print cost information related to such items. Publisher is responsible for the freight charges associated with these shipments.

In the event a shipment is audited by a border or transportation official and Publisher does not provide IPS with sufficient information to prove the cost of the items in the shipment, or it is found that Publisher entered materially inaccurate cost information for the items in such international shipment, Publisher shall indemnify IPS for any damages, costs, expenses or other fees it may incur related to such shipment. Additionally, IPS may prohibit Publisher's use of the ordering and freight system for no charge or sample items in the future. IPS shall not be responsible for any shipment that does not reach its recipient due to an audit.

Acknowledged and Agreed by:

Name: _____

Signature: _____

Date: _____