

## **100% ROYALTIES PROGRAM AGREEMENT**

This 100% Royalties Agreement ("Agreement") is made and entered into by and between the person identified below ("Author") and Get Published! LLC ("Company"). This Agreement shall be effective on the date it is signed by the Author, as set forth below ("Effective Date"). Author and Company have entered into a Services and Distribution Agreement ("Author Agreement") pertaining to the Author's book, the title and ID of which are set forth below ("Work"). The parties acknowledge that Company has agreed to provide Author with the opportunity to participate in the 100% Royalties Program ("Program"), as well as the Set Your Own Price Option ("SYOP Option"), as each are described below. The Author desires and agrees to participate in the Program with respect to the Work, subject to the terms and conditions set forth in this Agreement. Capitalized terms not defined in this Agreement will have the meanings ascribed to such terms in the Author Agreement unless the context dictates otherwise.

### **SECTION 1. TERMS AND CONDITIONS**

1.1 If the Author chooses to purchase and participate in the Program, Author will receive the Royalties on sales of the Work in print format in the amounts set forth in Section 2 of this Agreement, instead of the Royalty amounts set forth in the Author Agreement, for the Term of the Program only.

1.2 The Work will be enrolled in the Program on the earlier of the following:

(a) if the Work is already available for sale on the Effective Date of this Agreement, on the first day of the next calendar quarter after receipt by Company of both the signed Agreement and payment of the applicable fee for the Program selected by Author below ("Fee");

or

(b) if the Work is not available for sale on the Effective Date of this Agreement, on the first day of the next calendar quarter after the Work becomes available, provided that Company has received payment of the Fee from the Author prior to that time.

1.3 The Work will remain in the Program for a period of thirty-six (36) months (the "Term").

1.4 Author may also choose to purchase the Set Your Own Price Option ("SYOP Option"), which allows the Author to choose the retail price (within the limitations set by the Company for the SYOP Option) at which the Work will be sold in print format ("SYOP Price").

1.5 A Renewal Agreement may be available for purchase by Author upon expiration of the Term. The Fee for such Renewal Term will be established by Company at the time of renewal.

1.6 If, for any reason, Company determines the Work is not eligible to participate in the Program, Author's sole recourse will be to receive a refund of the Fee. In all other respects, Author fully releases Company from any responsibility or liability to them associated with the Program, including as to any actions or omissions on the part of third parties.

1.7 If Company determines Author is abusing or misusing the Program, Company reserves the right to terminate Author's participation in the Program. If Author's participation is terminated for abuse or misuse, Author shall not be entitled to a refund of all or any part of the Fee.

1.8 Author acknowledges that the Program and the SYOP Option do not constitute, nor should be construed, as a guarantee of sales of the Work. Author also acknowledges that Company does not have control over the purchasing decisions of retailers, booksellers or book buyers, and shall not be held liable for their actions.

1.9 Author expressly acknowledges and agrees that this Agreement is entered into in addition to and in conjunction with the Author Agreement, the terms and conditions of which are hereby incorporated by reference herein. Author's participation in the Program and the performance by Company of its obligations under this Agreement will be deemed to

constitute "Services" under the Author Agreement. The Author Agreement and all of its provisions will apply equally to this Agreement. Furthermore, all provisions of the Author Agreement will also apply to any third parties. In the event of any conflict between the terms of this Agreement and the Author Agreement, the terms of the Author Agreement will be controlling and take precedence.

1.10 Author will be bound by this Agreement upon mailing an executed copy of this Agreement to Get Published! LLC at 1663 Liberty Drive Suite 200 Bloomington, IN 47403 or emailing an electronic copy of the executed Agreement to [submissions@xlibris.com](mailto:submissions@xlibris.com). This Agreement will be deemed to be accepted by, and binding upon, Company at such time as Company receives confirmation that full payment from Author of the Fee has been received by Company.

1.11 By signing this Agreement, the Author acknowledges that he/she has read, understood, and approved the terms of this Agreement and agrees to be bound by its provisions.

**SECTION 2. PRICING OF WORK & AUTHOR ROYALTIES**

2.1 Once enrolled in the Program, Author will receive Royalties equal to one hundred percent (100%) of all Net Proceeds ("Net Proceeds") on all sales of the Work in print format , EXCEPT: (a) sales of used copies of the Work; (b) sales of the Work to Yourself; and (c) copies of the Work given to any person or entity free of charge .

2.2 Net Proceeds equals either (a) the Suggested Retail Price ("SRP"); or (b) the SYOP Price of the Work less:

- i. Industry-standard Trade Discounts taken by wholesalers, distributors, or online retailers;
- ii. Distribution Costs, including, without limitation, printing, shipping, and other costs related to distribution of the Work; and
- iii. Sales tax.

2.3 The following retail prices (either SRP or SYOP Price), and the corresponding Royalty amounts will apply to the Program:

	<b>Black &amp; White Paperback</b>	<b>NUMBER OF PAGES</b>		
		Up to 107	108 - 399	400-650
100% Royalty Program	<b>SRP</b>	<b>\$ 15.99</b>	<b>\$ 19.99</b>	<b>\$ 23.99</b>
	Direct Sales Royalty <sup>x</sup>	\$ 12.94	\$ 14.31	\$ 16.07
	Indirect Sales Royalty <sup>y</sup>	\$ 5.26	\$ 4.72	\$ 4.55
	Indirect Sales (w/ returnability) <sup>z</sup>	\$ 4.14	\$ 3.32	\$ 2.87
100% Royalty Program with SYOP Option	<b>SYOP Price</b>	<b>\$ 12.99</b>	<b>\$ 15.99</b>	<b>\$ 18.99</b>
	Direct Sales Royalty <sup>x</sup>	\$ 9.94	\$ 10.31	\$ 11.07
	Indirect Sales Royalty <sup>y</sup>	\$ 3.70	\$ 2.64	\$ 1.95
	Indirect Sales (w/ returnability) <sup>z</sup>	\$ 2.79	\$ 1.52	\$ 1.00

<sup>x</sup> Direct Sales refer to sales of the Work through Company's online bookstore.

<sup>y</sup> Indirect Sales refer to sales of the Work through one of Company's Contractors or distribution channels.

<sup>z</sup> Indirect Sales (w/ returnability) refers to sales of a Work through one of Company's Contractors or distribution channels that is also enrolled in the Returnability Program, if available.

	<b>Black &amp; White Hard Cover</b>	<b>NUMBER OF PAGES</b>		
		Up to 107	108 - 399	400-650
100% Royalty Program	<b>SRP</b>	\$ 24.99	\$ 29.99	\$ 34.99
	Direct Sales Royalty <sup>x</sup>	\$ 16.88	\$ 19.26	\$ 22.02
	Indirect Sales Royalty <sup>y</sup>	\$ 8.14	\$ 8.77	\$ 9.77
	Indirect Sales (w/ returnability) <sup>z</sup>	\$ 3.14	\$ 3.00	\$ 3.50
100% Royalty Program with SYOP Option	<b>SYOP Price</b>	\$ 15.99	\$ 22.99	\$ 26.99
	Direct Sales Royalty <sup>x</sup>	\$ 7.88	\$ 12.26	\$ 14.02
	Indirect Sales Royalty <sup>y</sup>	\$ 2.29	\$ 4.22	\$ 4.57
	Indirect Sales (w/ returnability) <sup>z</sup>	\$ 1.00	\$ 1.00	\$ 1.00

	<b>Full Color Paperback</b>	<b>NUMBER OF PAGES</b>							
		Up to 24	25-44	45-64	65-84	85-104	105-124	125-144	145-170
100% Royalty Program	<b>SRP</b>	\$15.99	\$21.99	\$31.99	\$41.99	\$ 51.99	\$ 61.99	\$ 71.99	\$ 81.99
	Direct Sales Royalty <sup>x</sup>	\$12.31	\$15.19	\$23.30	\$31.40	\$ 39.51	\$ 47.61	\$ 55.72	\$ 63.25
	Indirect Sales Royalty <sup>y</sup>	\$4.63	\$4.63	\$ 7.94	\$11.25	\$ 14.55	\$ 17.86	\$ 21.16	\$ 23.90
	Indirect Sales (w/ returnability) <sup>z</sup>	\$3.51	\$3.10	\$5.70	\$8.31	\$ 10.91	\$ 13.52	\$ 16.12	\$ 18.16
100% Royalty Program with SYOP Option	<b>SYOP Price</b>	\$12.99	\$17.49	\$24.99	\$32.49	\$ 39.99	\$ 47.49	\$ 54.99	\$ 62.49
	Direct Sales Royalty <sup>x</sup>	\$9.31	\$10.69	\$16.30	\$21.90	\$ 27.51	\$ 33.11	\$ 38.72	\$ 43.75
	Indirect Sales Royalty <sup>y</sup>	\$3.07	\$2.29	\$4.30	\$6.31	\$ 8.31	\$ 10.32	\$ 12.32	\$ 13.76
	Indirect Sales (w/ returnability) <sup>z</sup>	\$2.16	\$1.07	\$2.55	\$4.03	\$ 5.51	\$ 6.99	\$ 8.47	\$ 9.38

	<b>Full Color Hard Cover</b>	<b>NUMBER OF PAGES</b>							
		Up to 24	25-44	45-64	65-84	85-104	105-124	125-144	145-170
100% Royalty Program	<b>SRP</b>	\$ 25.99	\$ 31.99	\$ 41.99	\$ 51.99	\$ 61.99	\$ 71.99	\$ 81.99	\$ 91.99
	Direct Sales Royalty <sup>x</sup>	\$ 17.46	\$ 20.35	\$ 28.45	\$ 36.56	\$ 44.66	\$ 52.77	\$ 60.87	\$ 68.41
100% Royalty Program with SYOP Option	<b>SYOP Price</b>	\$ 19.99	\$ 24.99	\$ 31.99	\$ 38.99	\$ 45.99	\$ 52.99	\$ 59.99	\$ 66.99
	Direct Sales Royalty <sup>x</sup>	\$ 11.46	\$ 13.35	\$ 18.45	\$ 23.56	\$ 28.66	\$ 33.77	\$ 38.87	\$ 43.41

**Notes:**

- With regard to Direct Sales only, for those Authors who chose the SYOP Option, SYOP Price indicated above is base price and may be increased by increments of \$2, which increases the corresponding Royalty by \$2
- For titles listed as "Returnable", a higher reseller discount means less Royalties
- Company does not currently offer channel availability for Full Color Hardback titles (Indirect Sales), so no Royalty information is reflected in the above tables
- Cover prices are subject to change at any time at the discretion of Company as market conditions and costs warrant.

<sup>x</sup> Direct Sales refer to sales of the Work through Company's online bookstore.

<sup>y</sup> Indirect Sales refer to sales of the Work through one of Company's Contractors or distribution channels.

<sup>z</sup> Indirect Sales (w/ returnability) refers to sales of a Work through one of Company's Contractors or distribution channels that is also enrolled in the Returnability Program, if available.

**SECTION 3. ORDERING COPIES**

3.1 Author can order copies of the Work directly through Company at the discounted rate of sixty-five percent (65%) off the SRP of the Work:

	Author Discount	NUMBER OF PAGES		
		Up to 107	108 - 399	400-650
<b>Black &amp; White</b>				
Paperback		\$ 15.99	\$ 19.99	\$23.99
1 - 1,499 copies	65%	\$ 5.60	\$ 7.00	\$8.40
1,500 + copies	Please request a custom offset quote			
Hard Cover		\$ 24.99	\$ 29.99	\$34.99
1 - 1,499 copies	65%	\$ 8.75	\$ 10.50	\$12.25
1,500 + copies	Please request a custom offset quote			

	Author Discount	NUMBER OF PAGES							
		Up to 24	25-44	45-64	65-84	85-104	105-124	125-144	145-170
<b>Full Color</b>									
Paperback		\$ 15.99	\$ 21.99	\$31.99	\$ 41.99	\$ 51.99	\$ 61.99	\$ 71.99	\$ 81.99
1 - 499 copies	65%	\$ 5.60	\$ 7.70	\$11.20	\$ 14.70	\$ 18.20	\$ 21.70	\$ 25.20	\$ 28.70
500 + copies	Please request a custom offset quote								
Hard Cover		\$ 25.99	\$ 31.99	\$41.99	\$ 51.99	\$ 61.99	\$ 71.99	\$ 81.99	\$ 91.99
1 - 499 copies	65%	\$ 9.10	\$ 11.20	\$14.70	\$ 18.20	\$ 21.70	\$ 25.20	\$ 28.70	\$ 32.20
500 + copies	Please request a custom offset quote								

By affixing my signature below, I agree to the terms set forth in this Agreement.

Book Title: \_\_\_\_\_ Book ID: \_\_\_\_\_

Author Signature: \_\_\_\_\_

Author Name: \_\_\_\_\_

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

Please sign your completed form and fax or e-mail to Company at:

Fax: (610) 915-0294

E-mail: [submissions@xlibris.com](mailto:submissions@xlibris.com)

If you do not have access to a fax or computer, you can mail your form and payment to:

Get Published! LLC  
 1663 Liberty Drive  
 Bloomington, IN 47403