EXHIBIT 12  
  
 AFFILIATE AGREEMENT  
  
 THIS AFFILIATE AGREEMENT (this "Agreement") is made and entered into as of  
[\_\_\_\_\_\_\_\_\_\_\_], 2001, among iPrint Technologies, Inc., a Delaware corporation  
("iPrint") and the undersigned shareholder who may be deemed an affiliate  
("Affiliate") of Wood Alliance, Inc., a California corporation ("Wood").  
Capitalized terms used but not otherwise defined herein shall have the meanings  
ascribed to them in the Combination Agreement (as defined below).  
  
 RECITALS  
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 X. Xxxx, iPrint and Sub (as defined below) have entered into Combination  
and Reorganization Agreement dated as of June 23, 2001 (the "Combination  
Agreement") which provides for the merger of a wholly-owned subsidiary of iPrint  
("Sub") with and into Wood (the "Combination"). Pursuant to the Combination,  
all outstanding common stock of Wood (the "Wood Common Stock") shall be  
converted into the right to receive common stock of iPrint;  
  
 B. Affiliate has been advised that Affiliate may be deemed to be an  
"affiliate" of Wood, as the term "affiliate" is used for purposes of Rule 144 of  
the Rules and Regulations (the "Rules and Regulations") of the Securities and  
Exchange Commission (the "Commission"); and  
  
 C. The execution and delivery of this Agreement by Affiliate is a material  
inducement to iPrint to enter into the Combination Agreement.  
  
 NOW, THEREFORE, intending to be legally bound, the parties hereto agree as  
follows.  
  
 1. Acknowledgments by Affiliate. Affiliate acknowledges and understands  
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that the representations, warranties and covenants by Affiliate set forth herein  
shall be relied upon by iPrint, Wood and their respective affiliates and  
counsel, and that substantial losses and damages may be incurred by these  
persons if Affiliate's representations, warranties or covenants are breached.  
Affiliate has carefully read this Agreement and the Combination Agreement and  
has discussed the requirements of this Agreement with Affiliate's professional  
advisors, who are qualified to advise Affiliate with regard to such matters.  
  
 2. Beneficial Ownership of Wood Common Stock. The Affiliate is the  
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beneficial owner of shares of Wood Common Stock (the "Shares"). The Shares are  
not subject to any claim, lien, pledge, charge, security interest or other  
encumbrance or to any rights of first refusal of any kind. There are no options,  
warrants, calls, rights, commitments or agreements of any character, written or  
oral, to which the Affiliate is party or by which it is bound obligating the  
Affiliate to issue, deliver, sell, repurchase or redeem, or cause to be issued,  
delivered, sold, repurchased or redeemed, any Shares or obligating the Affiliate  
to grant or enter into any such option, warrant, call, right, commitment or  
agreement. The Affiliate has the sole right to transfer such Shares. The Shares  
are not subject to preemptive rights created by any agreement to which the  
Affiliate is party. All shares of Wood Common Stock and common stock of iPrint  
acquired by Affiliate in the Combination ("iPrint Common Stock") shall be  
subject to the provisions of this Agreement as if held by Affiliate as of the  
date hereof.  
  
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 3. Compliance with Rule 145 and the Securities Act.  
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 (a) Affiliate has been advised that (i) the issuance of shares of  
iPrint Common Stock in connection with the Combination is expected to be  
registered with the Commission under the Securities Act of 1933, as amended (the  
"Securities Act"), and the resale of such shares shall be subject to  
restrictions set forth in Rule 145 promulgated under the Securities Act, and  
(ii) Affiliate may be deemed to be an affiliate of Wood. Affiliate accordingly  
agrees not to sell, transfer or otherwise dispose of any iPrint Common Stock  
issued to Affiliate in the Combination unless (i) such sale, transfer or other  
disposition is made in conformity with the requirements of Rule 145(d)  
promulgated under the Securities Act, (ii) such sale, transfer or other  
disposition is made pursuant to an effective registration statement under the  
Securities Act or an appropriate exemption from registration, (iii) Affiliate  
delivers to iPrint a written opinion of counsel, reasonably acceptable to iPrint  
in form and substance, that such sale, transfer or other disposition is  
otherwise exempt from registration under the Securities Act or (iv) an  
authorized representative of the Commission shall have rendered written advice  
to Affiliate to the effect that the Commission would take no action, or that the  
staff of the Commission would not recommend that the Commission take any action,  
with respect to the proposed disposition if consummated.  
  
 (b) iPrint shall give stop transfer instructions to its transfer agent  
with respect to any iPrint Common Stock received by Affiliate pursuant to the  
Combination and there shall be placed on the certificates representing such  
iPrint Common Stock, or any substitutions therefor, a legend stating in  
substance:  
  
 "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED IN A  
 TRANSACTION TO WHICH RULE 145(d) APPLIES AND MAY ONLY BE TRANSFERRED  
 IN CONFORMITY WITH RULE 145(d) OR PURSUANT TO AN EFFECTIVE  
 REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933, AS AMENDED,  
 OR IN ACCORDANCE WITH A WRITTEN OPINION OF COUNSEL, REASONABLY  
 ACCEPTABLE TO THE ISSUER IN FORM AND SUBSTANCE, THAT SUCH TRANSFER IS  
 EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS  
 AMENDED."  
  
The legend set forth above shall be removed (by delivery of a substitute  
certificate without such legend) and iPrint shall so instruct its transfer  
agent, if Affiliate delivers to iPrint (i) satisfactory written evidence that  
the shares have been sold in compliance with Rule 145 (in which case, the  
substitute certificate shall be issued in the name of the transferee), or (ii)  
an opinion of counsel, in form and substance reasonably satisfactory to iPrint,  
to the effect that public sale of the shares by the holder thereof is no longer  
subject to Rule 145.  
  
 4. Termination. This Agreement shall be terminated and shall be of no  
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further force and effect in the event of the termination of the Combination  
Agreement pursuant to Article VIII of the Combination Agreement.  
  
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 5. Miscellaneous.  
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 (a) Waiver: Severability. No waiver by any party hereto of any  
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condition or of any breach of any provision of this Agreement shall be effective  
unless in writing and signed by each party hereto. In the event that any  
provision of this Agreement, or the application of any such provision to any  
person, entity or set of circumstances, shall be determined to be invalid,  
unlawful, void or unenforceable to any extent, the remainder of this Agreement,  
and the application of such provision to persons, entities or circumstances  
other than those as to which it is determined to be invalid, unlawful, void or  
unenforceable, shall not be impaired or otherwise affected and shall continue to  
be valid and enforceable to the fullest extent permitted by law.  
  
 (b) Binding Effect and Assignment. This Agreement and all of the  
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provisions hereof shall be binding upon and inure to the benefit of the parties  
hereto and their respective successors and permitted assigns, but, except as  
otherwise specifically provided herein, neither this Agreement nor any of the  
rights, interests or obligations of the parties hereto may be assigned by either  
of the parties without prior written consent of the other party hereto.  
  
 (c) Amendments and Modification. This Agreement may not be modified,  
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amended, altered or supplemented except upon the execution and delivery of a  
written agreement executed by the parties hereto.  
  
 (d) Injunctive Relief. Each of the parties acknowledge that (i) the  
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covenants and the restrictions contained in this Agreement are necessary,  
fundamental, and required for the protection of iPrint and Wood and to preserve  
for iPrint the benefits of the Combination; (ii) such covenants relate to  
matters which are of a special, unique, and extraordinary character that gives  
each of such covenants a special, unique, and extraordinary value; and (iii) a  
breach of any such covenants or any other provision of this Agreement shall  
result in irreparable harm and damages to iPrint and Wood which cannot be  
adequately compensated by a monetary award. Accordingly, it is expressly agreed  
that in addition to all other remedies available at law or in equity, iPrint and  
Wood shall be entitled to the immediate remedy of a temporary restraining order,  
preliminary injunction, or such other form of injunctive or equitable relief as  
may be used by any court of competent jurisdiction to restrain or enjoin any of  
the parties hereto from breaching any such covenant or provision or to  
specifically enforce the provisions hereof.  
  
 (e) Governing Law. This Agreement shall be governed by and construed,  
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interpreted and enforced in accordance with the internal laws of the State of  
Delaware without giving effect to any choice or conflict of laws provision or  
rule (whether of the State of Delaware or any other jurisdiction) that would  
cause the application of the laws of any jurisdiction other than the State of  
Delaware.  
  
 (f) Entire Agreement. This Agreement, the Combination Agreement and  
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the other agreements referred to in the Combination Agreement set forth the  
entire understanding of Affiliate and iPrint relating to the subject matter  
hereof and thereof and supersede all prior agreements and understandings between  
Affiliate and iPrint relating to the subject matter hereof and thereof.  
  
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 (g) Attorneys' Fees. In the event of any legal actions or proceeding  
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to enforce or interpret the provisions hereof, the prevailing party shall be  
entitled to reasonable attorneys' fees, whether or not the proceeding results in  
a final judgment.  
  
 (h) Further Assurances. Affiliate shall execute and/or cause to be  
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delivered to iPrint such instruments and other documents and shall take such  
other actions as iPrint may reasonably request to effectuate the intent and  
purposes of this Agreement.  
  
 (i) Third Party Reliance. Counsel to iPrint and Wood shall be entitled  
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to rely upon this Affiliate Agreement.  
  
 (j) Survival. The representations, warranties, covenants and other  
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provisions contained in this Agreement shall survive the Combination.  
  
 (k) Notices. All notices and other communications pursuant to this  
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Agreement shall be in writing and deemed to be sufficient if contained in a  
written instrument and shall be deemed given if delivered personally,  
telecopied, sent by nationally-recognized overnight courier or mailed by  
registered or certified mail (return receipt requested), postage prepaid, to the  
parties at the following address (or at such other address for a party as shall  
be specified by like notice):  
  
 If to iPrint: iPrint Technologies, inc.  
 000 Xxxxxxxxxxxx Xxxxx  
 Xxxxx Xxxx, XX 00000  
 Attn: General Counsel  
 Facsimile No.: (000) 000-0000  
  
 With a copy to: Xxxx Xxxx Xxxx & Freidenrich LLP  
 000 Xxxxxxxx Xxxxxx  
 Xxxx Xxxx, XX 00000-0000  
  
 Attention: Xxxxx Xxxxxx, Esq.  
 Facsimile No.: (000) 000-0000  
  
 If to Affiliate: To the address for notice set forth on the  
 signature page hereof.  
 Facsimile No: [\_\_\_\_\_\_\_\_\_\_\_\_\_]  
  
 (l) Counterparts. This Agreement may be executed in one or more  
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counterparts, each of which shall be deemed an original, and all of which  
together shall constitute one and the same instrument.  
  
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 IN WITNESS WHEREOF, the parties have caused this Affiliate Agreement to be  
duly executed on the day and year first above written.  
  
iPRINT TECHNOLOGIES, iNC. AFFILIATE  
  
  
  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Affiliate's Address for Notice:  
  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
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