

SCHOLASTIC INC. AGREEMENT
For *THE BALLAD OF SONGBIRDS AND SNAKES*
RETAILERS BUYING FROM A DISTRIBUTOR
(Supplement to the Scholastic 2020 On-Sale Date Policy Contract)

The undersigned account (“we”) hereby agrees to abide by the embargo of *The Ballad of Songbirds and Snakes* until the national on-sale date of May 19, 2020 (the “On-Sale Date”). If we receive our copies prior to the On-Sale Date, we shall ensure that these books are kept secure and not placed on the selling floor and/or in any display areas, and are not sold or distributed and do not leave our secure environment (except as set forth below*) prior to the On-Sale Date. If we have any retail distribution centers (“RDC”), we acknowledge and agree that this Agreement applies to each such RDC and any redistribution of copies prior to the On-Sale Date through such RDCs shall be only in carton quantities, in Scholastic’s original cartons, unless we have Scholastic’s prior written approval to redistribute in less than carton quantities. Without limiting the foregoing, we acknowledge and agree that this embargo prohibits distribution to our staff and distribution of complimentary copies, as well as distributing any images of the book, in whole or in part, through any means, including without limitation, through social media. We further agree not to allow any third parties, including without limitation members of the press and media, into our secure environment unless we have provided Scholastic at least one week’s prior written notice and submitted to Scholastic with such notice our agreement to abide by The Third Party Access Guidelines, and have obtained Scholastic’s prior written approval. You can access the Third Party Access Guidelines by going to the Bookseller Desk for Retailers and Distributors by clicking [here](#). We will not allow any third party access to our secure environment unless and until we receive Scholastic’s prior written approval and, upon approval, will allow such access only in accordance with the Access Guidelines. Requests for Third Party Access should be made in writing to Scholastic Inc., Attn: Alan Smagler, 557 Broadway, New York, NY 10012, or via email to asmagler@scholastic.com with the subject “Request for Third Party Access.” We further agree to keep the number of our employees with access to the secure environment to the minimum number necessary for our operation.

* Any retailers, including on-line retailers, who wish to ship to their customers prior to the On-Sale Date, may do so only with prior written approval from Scholastic. The earliest ship date allowed will be May 18, 2020. No customer may receive the book prior to the On-Sale Date and any such retailers wishing to early ship to their customers must agree that they shall not ship any copies in any manner or at any time that might allow their customers to receive such copies prior to May 19, 2020. Requests for an Early Shipping Permission form for permission to ship early should be made in writing to Scholastic Inc., Attn: Alan Smagler, 557 Broadway, New York, NY 10012, or via email to asmagler@scholastic.com with the subject “Request for Early Shipping Permission”.

Scholastic will make available a Book Promotional Style Guide that contains materials and guidelines for the advertising and promotion of *The Ballad of Songbirds and Snakes* and all related communications. We acknowledge and agree that all communications and materials relating to any and all Hunger Games books, including without limitation *The Ballad of Songbirds and Snakes* (including without limitation advertising and promotional materials, press releases, media alerts and all communications with the media), must comply with the Book Promotional Style Guide and be submitted to Scholastic for prior written approval.

In addition to the consequences which apply to violations of the 2020 Scholastic On-Sale Date Policy, and without limiting Scholastic’s rights and remedies, we acknowledge and agree that any store that violates the restrictions found in this Agreement (“Violations”) will be subject to the following: (i) the violating store will be liable for any and all attorney’s fees and damages, incurred as a result of such Violations, (ii) Scholastic may withhold re-supply to the violating store of *The Ballad of Songbirds and Snakes*, in whole or in part, and (iii) Scholastic will not early ship to the violating store any future Hunger Games or other embargoed titles until the corresponding on-sale date. Furthermore, we acknowledge and agree that any such Violation will cause irreparable harm to Scholastic, Suzanne Collins and other parties involved in the publication of the book (collectively, the “HG Parties”), and that monetary damages will be inadequate to compensate for Violations and that, in addition to any other remedies that may be available, at law, in equity or otherwise, the HG Parties shall be entitled to obtain injunctive relief against any Violation, without the necessity of proving actual damages or posting any bond. If we are an account with multiple stores, we acknowledge and agree that in the event one of our stores commits a Violation, we may be held jointly liable with the Violating store for such Violation and subject to the foregoing.

All other terms and conditions of the 2020 Scholastic On-Sale Date Policy still apply and remain in full force and effect. Scholastic intends to monitor the *The Ballad of Songbirds and Snakes* laydown very closely and appreciates your complete cooperation.

THIS AGREEMENT MUST BE AGREED TO AND SUBMITTED TO SCHOLASTIC NO LATER THAN JANUARY 17, 2020.
I AM AN AUTHORIZED REPRESENTATIVE OF THE ABOVE NAMED ACCOUNT AND THE ACCOUNT ACCEPTS AND AGREES TO THIS AGREEMENT. PLEASE RETURN TO THE BOOKSELLERS DESK FOR RETAILERS AND DISTRIBUTORS TO ACCEPT THIS AGREEMENT ELECTRONICALLY.