

SCHOLASTIC CANADA AGREEMENT
For *THE BALLAD OF SONGBIRDS AND SNAKES*
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 any selling floor and/or in any display areas, and are not sold or distributed by our accounts, and do not leave our secure environment prior to the On-Sale Date, except as permitted for distribution to our accounts in accordance with the terms of this Agreement. 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. The completed Third Party Access Guidelines should be sent by mail to Scholastic Canada, Attn: Marla Krisko, 604 King Street West, Toronto, Ontario M5V 1E1, or via email with the completed Third Party Access Guidelines as an attachment to mkrisko@scholastic.ca 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.

We agree to direct all of our retail customers who will receive *The Ballad of Songbirds and Snakes* prior to the On-Sale Date, to the [Scholastic website](#) for them to agree and submit to Scholastic acceptance of both the 2020 *The Ballad of Songbirds and Snakes* Agreement and the 2020 Scholastic On-Sale Date Policy, and shall require them to accept and submit both the Policy and Agreement to Scholastic by March 1, 2020. In no event will we ship copies of *The Ballad of Songbirds and Snakes* to any account prior to the On-Sale Date unless and until they have accepted and submitted signed copies of this Agreement and the Policy. We agree (i) to resell to our accounts only in carton quantities, in Scholastic’s original cartons, unless we have Scholastic’s prior written approval to resell in less than carton quantities, and (ii) to review our communication and distribution plan with our accounts to insure compliance with the terms of this Agreement.

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 Canada Attn Denise Anderson danderson@scholastic.ca with “For Approval” in the subject line 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 require that resupply, in whole or in part, to the violating store of *The Ballad of Songbirds and Snakes*, be withheld, and (iii) Scholastic will require that the distributor 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 *The Ballad of Songbirds and Snakes* (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, without the necessity of proving actual damages or posting any bond.

In the event one of our accounts commits a Violation, we acknowledge and agree that we may be held jointly liable with the violating account 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 MARCH 1, 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.