

SCHOLASTIC INC.
THE TALES OF BEEDLE THE BARD
AGREEMENT
(RETAILER)
(supplement to the 2008 Scholastic Inc. Laydown Date Contract)

The undersigned account ("we") hereby agrees to abide by the embargo of *The Tales of Beedle the Bard* until the national laydown date of **December 4, 2008** (the "Laydown Date"). If we receive our copies prior to the Laydown 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 Laydown 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 Laydown 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. We acknowledge and agree that this embargo prohibits distribution to our staff and distribution of complimentary copies. 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 Laydown Date, may do so only with prior written approval from Scholastic. The earliest ship date allowed will be December 3, 2008. No customer may receive the book prior to the Laydown 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 **December 4, 2008**. Requests for an Early Shipping Permission form for permission to ship early should be made in writing to Scholastic Inc., Attn: Helen Boltson, 557 Broadway, New York, NY 10012, or via email to hboltson@scholastic.com with the subject "Request for Early Shipping Permission", or via fax to 212-389-3126.

Scholastic will make available pre-approved art and guidelines for the advertising and promotion of *The Tales of Beedle the Bard* and all related communications. We acknowledge and agree that all communications relating to any and all Harry Potter books, including without limitation *The Tales of Beedle the Bard* (including without limitation advertising and promotional materials, press releases, media alerts and all communications with the media), must be submitted to Scholastic for prior written approval.

In addition to the consequences which apply to violations of the 2008 Scholastic Inc. Laydown 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 Tales of Beedle the Bard*, in whole or in part, and (iii) Scholastic will not early ship to the violating store any future Harry Potter or other embargoed titles until the corresponding laydown date. Furthermore, we acknowledge and agree that any such Violation will cause irreparable harm to Scholastic, the author, J.K. Rowling, and the charity, The Children's High Level Group 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, Scholastic, J.K. Rowling, and/or The Children's High Level Group 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 2008 Scholastic Inc. Laydown Date Policy still apply and remain in full force and effect. Scholastic intends to monitor the *The Tales of Beedle the Bard* laydown very closely and appreciates your complete cooperation.

On behalf of the undersigned account, I have read this Agreement concerning the Laydown Date for *The Tales of Beedle the Bard* and agree to abide by the conditions set forth above. Furthermore, I will make sure all personnel involved with *The Tales of Beedle the Bard* at our company are informed of, and comply with, this Agreement and its restrictions.

Date: _____ Account number **: _____

Signature: _____

Printed name of the signer: _____

Phone number of the signer: _____

Account name: _____

Statement address: _____ (Street)

_____ (City, State, Zip Code)

(** If you are submitting this as the customer of a distributor, Distributor's Name: _____)

This Agreement must be signed and returned no later than October 3, 2008 to:
Helen Boltson, Scholastic Inc., 557 Broadway, 9th Floor, New York, NY 10012, Fax #: 212-389-3126