

July 2018

Dear Bookseller,

Release Embargo Agreement – 4 pages

We are delighted to announce that *Brief Answers to the Big Questions* by Stephen Hawking, will be available for sale on **Tuesday 16 October 2018**.

To ensure everyone has the opportunity to start selling *Brief Answers to the Big Questions* first thing on 16 October 2018, we will be delivering the stock prior to the on-sale date. This will require all retailers who wish to receive stock prior to the on-sale date to sign an embargo.

The terms of the embargo are contained in this letter and will together form a binding agreement upon acceptance. The terms include that in relation to the embargo books and until the on-sale date, you agree:

- Not to open any carton containing any book nor read, disclose, display, distribute, sell or otherwise dispose of any book (and not authorise or enable anyone else to do so);
- Not to disclose publicly or to any third party, by any means, either directly or indirectly, the book (including its contents) and/or any information which you have learned as a result of your access to the book prior to the on-sale date.
- To ensure that all copies of the book are stored and remain in their sealed unopened delivery cartons in an enclosed secure area only accessible and visible by you or your staff.
- That the location of the books must not be disclosed to anyone other than your staff who need to know.
- To ensure that no images of the book (or delivery cartons) are recorded (other than by your security cameras provided that security recordings are not disclosed); and
- You must ensure that all of your staff and contractors comply with these terms.

As a condition of supply of the book, please:

- Have an authorised representative sign where indicated below
- Return the signed original by post or return a scanned signed copy by email (with the following page 'EMBARGO AGREEMENT – ADDITIONAL TERMS' attached) **before Tuesday 4th September 2018**
Post to Alliance Distribution Services, PO Box 3520, Tuggerah, NSW 2259
Email to adscs@alliancedist.com.au with a subject heading of **'Stephen Hawking Embargo'**.
- Orders need to be place with ADS **by Tuesday 4th September 2018**
- Only full carton orders in **multiples of 16 copies** will be supplied for the embargo date.
- Ensure you have paid all amounts due to Alliance Distribution Services Pty Ltd (ADS) and are within your credit limits before the invoice date.

If you have any questions about ordering the book or the embargo agreement, please contact your Hachette New Zealand Account Manager or ADS Customer Service (Ph:02 4390 1300 or Email: adscs@alliancedist.com.au).

Kind regards,



Melanee Winder

Managing Director

Hachette New Zealand

Accepted By:

Signature:

Name:.....

As the authorised representative of:

.....

ADS customer number:.....

Contact email address (to confirm receipt of your signed embargo agreement).....

EMBARGO AGREEMENT – ADDITIONAL TERMS

1. These additional terms and the terms in the cover letter constitute the agreement by which we will agree to offer to supply the books to you. These terms are in addition to other existing terms, such as relating to price and returns, that cover the supply.
2. You acknowledge and represent that:
 - a. You will still be bound by this agreement even if others breach their agreement (such as if someone else releases the book prior to the on-sale date);
 - b. You agree to forever indemnify us, our Related Companies and ADS including each of our officers, employees, and agents (together 'the indemnified') against any and all liability, loss, claims, demands and/or expenses (howsoever caused or called) which any of the indemnified may incur arising from or relating to (a) any breach of this agreement, or (b) any negligent act or omission, by you, or your Related Companies officers, employees or agents;
 - c. Until the on-sale date, the book is confidential to us and the terms described in the cover letter are fundamental and material terms of this agreement;
 - d. We enter this agreement, and hold each right and benefit under this agreement, on our own behalf and also as trustee for our Related Companies and ADS, jointly and severally;
 - e. The book is protected by the laws of copyright and the making available of unauthorised copies of the book or disclosing any part of its contents prior to the release date is likely to result in significant losses to us and our Related Companies;
 - f. If this agreement is breached we may decline to supply you with any further copies of the book and, upon our request, all copies of the book must be returned, at your cost, to ADS; and
 - g. If you are a company, you enter this agreement both on your own behalf and also as the authorised agent of each of your Related Companies.
3. Each term of this agreement is automatically incorporated into any agreement for us to supply you with the book. The construction, validity and performance of this agreement shall be governed in all respects by the law of New Zealand, and you and we submit unconditionally to the non-exclusive jurisdiction of the courts of New Zealand.
4. If we consent to you distributing the book to your Related Companies or if you also agree to these terms on behalf of (or in relation to our supply of the books to) your Related Companies, then you agree to ensure that those Related Companies have first agreed to abide by the terms of this agreement as though they were parties to it.
5. You must ensure that your Related Companies, all of you and your Related Companies' employees, officers, contractors, agents and any person under your or your Related Companies' control or direction comply with these terms as if they were a party to this agreement.
6. You must notify us immediately of any breach or likely breach of any term of this agreement or if you become aware that others have acted inconsistently with its terms (such as if someone else has released the book prior to the on-sale date).

7. In this agreement, a reference to the word:
- a. **'book'** means the book identified on the cover letter accompanying this document and includes the contents and cover of that book and any part of that book.
 - b. **'on-sale date'** means the date described in the cover letter.
 - c. **'you'** means the party to this agreement other than Hachette; **'we'** means Hachette New Zealand Ltd.
 - d. **'Related Companies'** means in relation to a party, each related body corporate and associate (as defined in the Companies Act 1993) of that party, and in relation to you, also means any franchisee of yours or your Related Companies and any trust controlled by you or any of them.