

Dear Bookseller,

We thank you for your interest in opening an account with Penguin Random House. We pride ourselves on publishing top quality, best-selling books and audios, supported by an excellent sales organization and a distribution system.

Our catalog of titles can be viewed on our website: www.prhretail.com

In addition to our in-house imprints, Penguin Random House Publishing Services serves a wide variety of client publishers. Please visit their individual websites for details.

| | | |
|------------------------|-----------------------|----------------------|
| AMERICA'S TEST KITCHEN | KENSINGTON | PROMETHEUS |
| ARCHIE COMICS | KODANSHA COMICS | QUIRK BOOKS |
| BEACON PRESS | KODANSHA USA | RIZZOLI |
| BERRETT-KOEHLER | LIBRARY OF AMERICA | SASQUATCH |
| CANDLEWICK PRESS | MELVILLE HOUSE | SEARCH PRESS |
| CHARLESBRIDGE | MONACELLI PRESS | SEVEN STORIES PRESS |
| CROOKED LANE | NATIONAL GEOGRAPHIC | SHAMBHALA |
| DARK HORSE COMICS | NEW YORK REVIEW BOOKS | SMITHSONIAN |
| DC COMICS | NO STARCH PRESS | SOHO PRESS |
| EAGLEMOSS | NOBROW LTD | STEERFORTH PRESS |
| GOOD NIGHT BOOKS | NORTH ATLANTIC BOOKS | TITAN BOOKS |
| HATHERLEIGH PRESS | OTHER PRESS | VERSO |
| HAY HOUSE | PARALLAX PRESS | VERTICAL |
| HIGHLIGHTS | POWERHOUSE BOOKS | WATKINS MEDIA |
| HOLIDAY HOUSE | PRESTEL PUBLISHING | WIZARDS OF THE COAST |
| IDW PUBLISHING | | |

Please complete the enclosed Account Application form and return it together with your opening order and tax document to newaccount@penguinrandomhouse.com.

If you prefer, you can fax it to 1-866-924-1396.

If you have any questions, please contact us at our toll free number 1-866-761-6685 or via email at newaccount@penguinrandomhouse.com

Best Regards,

Penguin Random House LLC



400 Hahn Rd
Westminster, MD 21157

Thank you for your interest in opening an account with Penguin Random House.

We have a new and exciting opportunity for all of our business accounts wishing to work through our website.

The Business to Business website or BIZ site allows you to handle many facets of your day to day tasks during a time which is convenient to you. Our BIZ site is available 24/7, so you do not need to interrupt your daily business routine of taking care of those very important customers. Our BIZ site offers the following selections:

- Purchase Order and Invoice Research
- PO/Order tracking
- Order Status
- Instant claim damages
- Damage replacement orders
- Retrieve invoices and have them emailed directly to you
- Title/Author Lookup

We encourage you to register, *after* your account has been created, so you can seamlessly have full BIZsite capabilities.

Please visit www.penguinrandomhouse.biz, go to Business Self-Service, click on Launch, in the next screen click on Register. You will need your account number and your SAN or RHID to register on the website. You will get this after your account has been set up. Customer service will be able to help you with any questions.

It's quick, it's easy, so register today!

To find out what's new with Penguin Random House, please visit www.penguinrandomhouseretail.com. See our bestsellers, discover new books, review our seasonal catalogs, and find the sales rep that best fits your needs!



NEWSPECIAL MARKETS ACCOUNT APPLICATION

Billing Address

Shipping Address

| | |
|----------------------------------|------------------------|
| LEGAL BUSINESS NAME: | BUSINESS NAME: |
| D.B.A.: | |
| STREET: | STREET: |
| CITY: | CITY: |
| STATE: ZIP: | STATE: ZIP: |
| COUNTRY: | COUNTRY: |
| PHONE: | PHONE: |
| EMAIL: | EMAIL: |
| ACCOUNTS PAYABLE CONTACT PERSON: | AP PHONE: AP EMAIL: |

Are either of the above addresses a residence? Yes ___ No ___ If yes, which? Billing___ Shipping___

SECTION ONE complete one of the following:

Federal Employee Identification Number (*US accounts only*) FEIN can be found on Federal Tax Documents: _____

Sole Proprietorship, (*US accounts only*) (only last 4 digits of SS#) _____

Government Issued ID# (*International accounts only*): _____

SECTION TWO

Type of Business: (*Check one*)

| | | |
|--|--------------------------------|---------------------------------|
| Wholesale: ___ (Affidavit must be attached, identifying businesses selling to) | College Bookstore: ___ | Amazon Reseller: Yes ___ No ___ |
| Retail Bookstore: ___ | Specialty (Gift/Boutique): ___ | Website: _____ |
| | Subscription Box: ___ | Other: _____ |

SECTION THREE

Date (*year*) Business Established: _____ State of Incorporation: _____ Length of Present Ownership: _____

ANY PRIOR ACCOUNTS WITH PENGUIN and/or RANDOM HOUSE? Yes ___ No ___

If YES, under what name/ account #? _____

Would you like to receive electronic invoices and statements? Yes ___ No ___ Email: _____

NAME and ADDRESS OF OWNERS, PRINCIPALS and/or OFFICERS: _____

PAYMENT TERMS SECTION

If PREPAYING with Credit Card check here ___ and skip to next section [We will contact you for CC info – do not include it in this paperwork.]

BANK _____ ADDRESS _____

PHONE _____ OFFICER _____ EMAIL _____

TRADE CREDIT REFERENCES: (*Need 3 references when applying for terms*)

| NAME | ACCOUNT # | PHONE # | EMAIL |
|------|-----------|---------|-------|
| | | | |
| | | | |
| | | | |

*****IF YOUR BUSINESS IS LESS THAN A YEAR OLD, OR IF YOU EXPECT CREDIT IN EXCESS OF \$10,000 FINANCIAL STATEMENTS ARE REQUIRED. PLEASE FORWARD DOCUMENTS ALONG WITH THIS APPLICATION***.**

(END OF TERMS SECTION)



Legal Business Name: (Must match page 1): _____

WE WILL NOT BE ABLE TO OPEN YOUR ACCOUNT UNLESS YOUR OPENING ORDER IS ATTACHED TO THIS APPLICATION

SIGNATURE SECTION

- You agree to be bound by all of Penguin Random House LLC’s published Terms of Sale (the “Terms of Sale”) posted on <http://www.penguinrandomhouse.biz/bookellers/termsofsale> (“the Website”). From time to time, Penguin Random House LLC may, in its sole discretion, change, update, amend or modify the Terms of Sale by posting them on the Website at any time and without notice to you (“the Modifications”). Your signature below constitutes your acceptance of such Modifications as set forth on the Website. You further agree that by completing this credit application, you are affirming financial responsibility, ability and willingness to pay invoices according to their terms and the Terms of Sale. In the event of non-payment, you are responsible for all late fees, finance charges, collection fees and/or legal fees incurred.
- You understand you are required to report any change of name or ownership of business.
- Applicant certifies that all information contained herein is true and correct. Applicant grants permission to Penguin Random House LLC to obtain independent credit reports or credit reports and other information from its references and bank, and authorizes the credit references to release information to Penguin Random House LLC that may be used to determine credit worthiness.

SIGNATURE (We are unable to accept without a signature)

Date

US ACCOUNTS (only)

The federal equal credit opportunity act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the consumer credit protection act. The federal agency that administers compliance with this law concerning this creditor is federal trade commission, equal credit opportunity; Washington, DC 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the penguin random house credit manager by calling 1-800-726-0600 or by sending correspondence to 400 Hahn road, Westminster, MD 21157 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

Please send New Account application, order and applicable tax doc to newaccount@penguinrandomhouse.com or fax to 1-866-924-1396.



OPENING ORDER FORM

DISCOUNT: (SELECT ONLY ONE OPTION)

___NON-RETURNABLE (50% off retail value) ** Opening order required is \$250.00 (Retail value)

___RETURNABLE (46% off Hardcover and Trade Paperback; 44% off mass market; 50 % off audio) ** Opening order required is \$500.00 (RETAIL VALUE)

PURCHASE ORDER NUMBER (if applicable) _____

BILLING ADDRESS

SHIPPING ADDRESS

| | |
|--------------------------------------|--------------------------------------|
| BUSINESS NAME: | BUSINESS NAME: |
| STREET: | STREET: |
| CITY: | CITY: |
| STATE: ZIP: | STATE: ZIP: |
| PHONE: FAX: | PHONE: FAX: |
| EMAIL ADDRESS: | EMAIL ADDRESS: |
| CONTACT NAME: | CONTACT NAME: |

Billing and Shipping addresses above **must** exactly match the new account application.

| QUANTITY | ISBN # | TITLE | RETAIL PRICE |
|----------|--------|-------|--------------|
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Terms of sale are posted on our website: <http://www.penguinrandomhouse.biz/booksellers/termsofsale>

Please fill out the order form and fax it to 1-866-924-1396 or email to newaccount@penguinrandomhouse.com along with your New Account Application and a copy of your tax resale (or exemption) certificate.

Penguin Random House
ORDERING INFORMATION:

Customer Service: (800) 733 - 3000

Email: csorders@penguinrandomhouse.com

Fax: (800) 659 - 2436

Credit: (800) 726 - 0600

Mailing Address: **Penguin Random House LLC**
Distribution Center
400 Hahn Road
Westminster, MD 21157
Attn: Customer Service

Website: www.penguinrandomhouse.biz

It's quick, easy, and available 24/7. You can place an order, look up a title, check order status, place claims for shortages/damages, obtain a listing of the current managed titles, and retrieve an invoice. Register your account today to learn more.

Special Markets Department
INFORMATION:

Phone: (888) 591 - 1200

Fax: (212) 366 - 2679

Mailing Address: **Penguin Random House LLC**
Special Markets
1745 Broadway, 16th Floor
New York, NY 10019

Email: specialmarkets@penguinrandomhouse.com

Learn more about the Penguin Random House catalog at:
<http://penguinrandomhouseretail.com/>

NON-RETURNABLE* (NR) OPTION: An account is limited to either returnable or non-returnable terms. The option will remain in effect for the entire calendar year. Other restrictions apply

BASE DISCOUNT = 50% (some exceptions may apply).

*For more information, or for a change in status, please contact your rep for details.

FREIGHT: All formats will ship free freight on outgoing orders to established trade accounts. Initial shipments do not combine with reorders. Customers requesting expedited freight will be responsible for any additional charges.

SHIPMENT MINIMUM: \$200 retail value for reorders, \$100 retail value for initials. All publishers and formats will combine to meet the shipment minimum within each warehouse. Shipments that do not meet the minimum will not leave the warehouse and will backorder for up to 90 days, in order to combine with other orders. Once a combination of orders exceeds the minimum retail value, it will be shipped.

CREDIT: Shipments will be made to all accounts in good credit standing, as determined by the Penguin Random House Credit Department. In addition, accounts must also be in good credit standing to participate in any promotional offers and to receive any incentive payments, rebates or allowances, including without limitation, cooperative advertising allowances.

CREDIT CARDS: Penguin Random House accepts Visa, Mastercard, Discover, American Express only at the time the order is placed.

SHORTAGES/DAMAGES POLICY: At time of order receipt it is the customer's responsibility to check for carton or pallet shortages or signs of damage. The Bill Of Lading will clearly indicate the number of cartons/pallets to be received. Penguin Random House will honor "subject to count" claims only if the bill of lading is signed, dated and all claims are reported to Penguin Random House Customer Service within 10 days of receipt of product. If a shortage/damage is discovered please call Customer Service. All claims by customer with respect to Penguin Random House product purchased by customer, including, without limitation, shortage, damage and all other claims, must be made in writing and received by Penguin Random House Customer Service within ten (10) days of customer's receipt of product.

PAYMENT TERMS: 60 days End of Month from invoice date. Payments, in the form of checks, money orders, or funds transfers, are due at the Penguin Random House bank by the last banking day of the month due (excludes Sat & Sun). In the event of non-payment, the account is responsible for any late fees, finance charges, collection fees and/or legal fees incurred.

VENDOR COMPLIANCE: Penguin Random House will not pay or accept vendor non-compliance chargebacks. All purchase orders are accepted and shipped subject to the terms and conditions of Penguin Random House's terms of sale.

EXPORT: Penguin Random House offers export terms for retailers selling to appropriate open market territories overseas provided certain conditions are met. For more information, contact Penguin Random House International @ 212 572-6106.

CONFLICT WITH CUSTOMER TERMS: No modification or waiver of any of these Terms shall be enforceable, unless agreed to in writing by Penguin Random House. To the extent that any discrepancy exists between these Terms and those of any sales quotation, purchase order, or other document received from the customer, these Terms shall control.

LIMITATION ON WARRANTIES: Except as provided in any warranty expressly provided by Penguin Random House, Penguin Random House does not make or give, and expressly disclaims, all other warranties, representations, guarantees, or other conditions of any kind, express or implied, including warranties as to performance, merchantability, or fitness for a particular purpose, and warranties arising by statute or otherwise, or from a course of dealing or usage of trade.

LIMITATION OF DAMAGES AND OTHER LIABILITIES: The aggregate cumulative liability of Penguin Random House, and its affiliates under common control with it, directors, officers, employees, representatives and agents, for all claims by customer, notwithstanding the form in which any such action is brought, whether in contract, tort (including negligence), or otherwise, shall be limited in the aggregate to the total amounts paid by the customer to Penguin Random House under the applicable invoice. Penguin Random House shall not be liable for any consequential, incidental, indirect, special, exemplary or punitive damages, third party claims, loss of revenues, loss of profits or loss of savings even if advised of the possibility of such damages and regardless of the form in which any action is brought, whether in contract, tort (including negligence), or otherwise.

STATUTE OF LIMITATIONS: Any action for any breach of contract by Penguin Random House or other claim by Customer against Penguin Random House must be commenced by customer within one (1) year after delivery of product to customer.

GOVERNING LAW: These Terms of Sale shall be governed and construed in accordance with the laws of the State of New York, and any action, claim, litigation or dispute resolution process brought to enforce these Terms of Sale shall be commenced and adjudicated in the state or federal courts in New York County, New York.

NO ASSIGNMENT: The customer may not assign its rights or delegate its duties or obligations under these Terms of Sale without the prior written consent of Penguin Random House. Any attempt to make such an assignment or delegation without written consent will be void.

LIMITATION ON SETOFF BY CUSTOMER: All amounts owing by the customer to Penguin Random House shall be due without any setoff, counterclaim or recoupment or other similar rights the customer may have against Penguin Random House.

ATTORNEYS' FEES: Should customer fail to make timely payment of any amount due to Penguin Random House and legal action becomes necessary to collect such amount, Penguin Random House shall be entitled to recover from customer all costs incurred in connection with such action, including Penguin Random House's attorneys' fees and expenses.