

SUPPLIER AGREEMENT

THIS SUPPLIER AGREEMENT (“Agreement”), dated _____ (the “Commencement Date”), is entered into by and between The Rock and Roll Hall of Fame and Museum, Inc., an Ohio not-for-profit corporation located at 1100 Rock & Roll Blvd., Cleveland, Ohio 44114 (“RRHOF”), and _____, a(n) _____, having principal offices at _____ (“Supplier”).

1 DEFINITIONS. The below terms have the following definitions:

1.1 “Property” means (a) the words, initials, copyrights, trademarks, logos, artwork and designs or parts thereof, in any size or dimensions, which are owned by or licensed to RRHOF (including, without limitation, the trademarks listed in Exhibit A), together with other similar items authorized, adopted or approved by RRHOF); and (b) Work Product.

1.2 “Licensed Products” means any item of apparel or merchandise containing, including or otherwise bearing the Property and which is approved by RRHOF as a Licensed Product hereunder.

1.3 “RRHOF Designee” means a person or entity designated by RRHOF in a signed writing to purchase Licensed Products from Supplier.

1.4 “Work Product” means any word, initials, copyright, trademark, logo, artwork and/or design, or part(s) thereof, designed, created and/or developed by Supplier for use on or in connection with the Licensed Products.

2 GRANT OF LICENSE. Subject to the terms and conditions of this Agreement, RRHOF grants to Supplier a non-exclusive, nontransferable, limited right and license to use the Property in connection with the manufacture and/or supply of the Licensed Products to RRHOF (or RRHOF Designees) hereunder and for no other purpose whatsoever. This license is not sublicensable, except the manufacturing of certain Licensed Products may be subcontracted only in accordance with Section 6.5.

3 TERM AND TERMINATION.

3.1 This Agreement commences on the Commencement Date and continues for a period of one (1) year thereafter or until sooner cancelled or terminated in accordance with the Agreement, and this Agreement shall automatically renew for successive one-year periods (each, a “Renewal Term”) unless a party provides the other party with written notice of its intention not to renew at least sixty (60) days before the expiration of the then current term or Renewal Term. The initial term and any Renewal Terms are collectively referred to herein as “Term.”

3.2 If a party materially breaches its obligations under this Agreement, the non-breaching party may terminate this Agreement by written notice if such breach remains uncured for more than thirty (30) days after the non-breaching party has given the breaching party written notice of the breach and of the non-breaching party's intent to terminate this Agreement.

3.3 If Supplier breaches an obligation set forth in Section 7 of this Agreement (or Supplier uses the Property in any manner which may deceive or confuse the public, place the value of the Property at risk, damage or adversely affect the reputation of RRHOF or the value of the Property), RRHOF may immediately terminate this Agreement upon written notice to Supplier and without providing an opportunity for Supplier to cure.

3.4 RRHOF may immediately terminate this Agreement by providing Supplier with written notice if Supplier becomes insolvent, is adjudicated bankrupt, becomes the subject of a conservatorship or liquidation, makes an assignment for the benefit of creditors, or Supplier's assets are subject to a receivership or trustee.

3.5 Effects of Termination.

3.5.1 Termination of this Agreement does not release either RRHOF from its obligations to pay all undisputed invoices then due, or Supplier from its obligations to deliver Licensed Products ordered prior to termination and RRHOF's obligation to accept conforming Licensed Products delivered pursuant to any such order.

3.5.2 Supplier must deliver to RRHOF, as soon as possible after termination or expiration of this Agreement, but not later than thirty (30) days thereafter, a statement indicating the quantity and description of Licensed Products on hand. RRHOF has the right to conduct a physical inventory to verify said inventory and/or statement.

3.5.3 Subject to this Section, all of Supplier's rights and privileges to use the Property cease upon termination of this Agreement. Supplier shall immediately cease any and all use of the Property and shall not manufacture, distribute, sell or deliver in any form, fill orders or accept new orders for any Licensed Product. Nevertheless, RRHOF in its sole discretion may choose to negotiate with Supplier another disposition of Supplier's stock on hand or buy Supplier's inventory (and, at RRHOF's option, inventory in process) of Licensed Products existing at the time of termination at a purchase price equal to Supplier's cost of manufacturing such Licensed Products.

3.5.4 Supplier shall, at its sole expense, promptly return to RRHOF all materials bearing the Property including, without limitation, all packaging, labels, tags, brochures, advertising materials, original art, film, plates, screens and other design and production, manufacturing or other materials of any kind or nature in its possession (including digital files) received, developed or generated by Supplier or its representatives and any other materials provided by RRHOF, unless it provides assurances reasonably satisfactory to RRHOF that such embodiments and copies thereof have been destroyed. Supplier shall deliver to RRHOF all graphic materials in which the Property appears; Supplier shall not use the Property or imitate it in any way; nor may Supplier use similar names, trademarks, symbols or logos that resemble the Property or which could be mistaken for same. RRHOF has the right to supervise the return or destruction of all such materials.

3.5.5 The terms of Section 7 are effective the earlier of the Commencement Date or the date RRHOF first ordered Licensed Products from Supplier, if sooner and a Supplier Agreement is not in effect as of such earlier date.

4 SHIPPING OBLIGATIONS; RRHOF DESIGNEES.

4.1 Supplier expressly acknowledges and agrees that it shall comply with the ticketing, labeling, shipping and delivery obligations set forth on Exhibit B.

4.2 Supplier shall sell the Licensed Products exclusively to RRHOF at the quantities and prices agreed upon and, except for sales to RRHOF Designees as expressly set forth in Section 4.2, Supplier shall not, directly or indirectly, solicit orders for, or distribute, provide or sell, or permit the distribution, provision or sale of, the Licensed Products to any other person or entity. Supplier shall implement reasonable procedures to ensure that Licensed Products manufactured by Supplier are not sold to any entity other than RRHOF or RRHOF Designees. Any Licensed Products ordered from Supplier by a RRHOF Designee are the sole financial responsibility of such RRHOF Designee. Supplier expressly acknowledges and agrees that RRHOF does not guarantee any obligations (or the performance) of any RRHOF Designee

4.3 Supplier shall be entitled to sell Licensed Products to a RRHOF Designee in accordance with this Section 4.2 and the specific terms set forth in the written notice from RRHOF designating such party as a RRHOF Designee. RRHOF shall be entitled to amend the parties constituting RRHOF Designees hereunder (to add or remove a person or entity as a RRHOF Designee) upon a signed written notice to Supplier.

4.4 Supplier shall request written permission from RRHOF prior to selling any type of Licensed Product to a RRHOF Designee. Supplier shall continue to comply with all other

applicable terms of this Agreement as relate to its sale of Licensed Products to a RRHOF Designee including, without limitation, no changes may be made to any Licensed Product approved by RRHOF hereunder (including, without limitation, to colors as set forth more fully in Section 6.2). Once permission is granted by RRHOF for a type of Licensed Product to be sold by Supplier to a RRHOF Designee hereunder, such permission by RRHOF is deemed continuing during the Term of this Agreement unless RRHOF provides notice to Supplier that RRHOF has revoked its permission as to Supplier's sale of one or more types of Licensed Products to a RRHOF Designee. Upon RRHOF's revocation of such permission pursuant to this Section 4.3.1, Supplier shall immediately cease sales of such Licensed Products; provided, however, Supplier shall be entitled to complete sales of Licensed Products for which a RRHOF Designee had placed an order prior to RRHOF's notice.

4.5 Supplier shall provide a detailed sales report every twelve (12) months (or more frequently upon RRHOF's request) that provides a description, quantity and wholesale price of each Licensed Product purchased by a RRHOF Designee hereunder. Supplier shall provide prior written notice to RRHOF of any change in prices of Licensed Products sold to RRHOF Designees hereunder.

4.6 Supplier shall offer the sale of surplus or overstocked items of Licensed Products to RRHOF prior to offering such items for sale to a RRHOF Designee.

5 NO MINIMUM PURCHASE. RRHOF is not required to order or purchase any of the Licensed Products.

6 QUALITY STANDARDS.

6.1 Supplier shall use the Property in such form and manner as specified by RRHOF from time to time, and Supplier shall faithfully and accurately reproduce the Property. Supplier shall not use the Property in any form that has not been previously approved in writing by RRHOF. Supplier shall submit to RRHOF for its prior written approval, all materials containing or referring to the Property, including but not limited to proposed Licensed Products, packaging, advertising, promotional or display materials. RRHOF may grant or deny approval of any such materials in its sole discretion.

6.2 Supplier shall not sell or distribute any Licensed Products that do not meet the quality standards established by RRHOF (the "Quality Standards"). RRHOF has the right, in its sole discretion, to determine whether Licensed Products meet the Quality Standards and to return to Supplier any Licensed Products that fail to meet the Quality Standards for a full refund of the purchase price paid for such Licensed Products and the cost of shipping the Licensed Products to Supplier. Once RRHOF has granted approval of the Licensed Products and any related materials, Supplier shall not introduce any changes in the quality, materials, structure, design (including color(s) of design and item) or method of production of the Licensed Products without obtaining RRHOF's prior written approval of such changes.

6.3 Supplier shall provide a minimum of three (3) items (or any such greater number as requested by RRHOF that is reasonably necessary for RRHOF to confirm compliance with Quality Standards and quality standards of any RRHOF licensor) of each Licensed Product to RRHOF, free of charge, in order for RRHOF to grant approval, and if RRHOF requires changes, Supplier shall provide a minimum of three (3) revised items (or such greater number as reasonably requested by RRHOF), free of charge, for each product revision.

6.4 RRHOF has the right to periodically inspect the systems or methods used to manufacture the Licensed Products or produce any materials bearing the Property (and to request a reasonable quantity of samples, free of charge, including samples of Licensed Products that RRHOF is not currently ordering but are being ordered by RRHOF Designees) from time to time.

6.5 Supplier represents, warrants and covenants it will not subcontract the manufacture of a Licensed Product to a third party unless such subcontractor has agreed in writing to comply with the material terms of this Agreement, as applicable. Supplier acknowledges and agrees that (i) Supplier's use of any subcontractor shall in no way derogate from or relieve Supplier of any of its obligations under this Agreement; and (ii) Supplier shall be responsible and primarily liable for all activities and obligations of any subcontractors with respect to the Property.

7 PROTECTION OF RRHOF'S RIGHTS.

7.1 Supplier acknowledges that (i) all Work Product is considered a "work made for hire" within the meaning of the United States copyright laws; (ii) RRHOF (or its licensor, if applicable) owns all rights therein and thereto; and (iii) such Work Product is and shall be RRHOF's property free of any claim whatsoever by Supplier or any third party engaged or employed by Supplier. To the extent such Work Product or parts thereof are not deemed a "work made for hire," Supplier hereby assigns to RRHOF all rights, title and interest therein and thereto. Without limiting the generality of the foregoing, Supplier acknowledges that RRHOF and its affiliates, assignees and/or licensees shall have the sole, exclusive and unlimited rights in perpetuity to use the Work Product, or any portion thereof, in any manner or medium (now or hereafter known) as RRHOF shall determine in its sole discretion. No additional payment of any kind shall be required with respect to RRHOF's, its affiliates', assignees' and/or licensees' use or exploitation of Work Product. Supplier shall promptly execute and deliver to RRHOF any documents reasonably requested for RRHOF to secure copyright or other protection for Work Product. Supplier shall ensure that all of its employees, any third parties engaged by Supplier, and any other persons performing services related to this Agreement shall acknowledge the foregoing rights of RRHOF, shall convey and/or assign all rights in and to any element of Work Product to RRHOF, and shall be obligated to execute any necessary instruments to secure copyright or other protection for RRHOF. Upon termination of the Agreement, or upon any earlier request of RRHOF, Work Product and all copies thereof shall be provided to RRHOF.

7.2 Supplier acknowledges the Property and associated goodwill is owned by RRHOF (and for purposes of Sections 7.1, 7.2 and 7.4, "RRHOF" shall also include, RRHOF's licensor, Rock and Roll Hall of Fame Foundation, Inc., or other licensor) and Supplier has received only a license to use the Property under the terms set forth in this Agreement. Supplier further acknowledges this Agreement does not grant Supplier any right, title, or interest in the ownership of the Property. Supplier shall not, directly or indirectly, contest or attack RRHOF's rights to or ownership of the Property or of any trademark or copyright owned by or on behalf of RRHOF.

7.3 Supplier shall ensure the appropriate copyright or trademark notice is printed in a permanent and legible form acceptable to RRHOF on each Licensed Product provided hereunder, and on all labels and other materials used in connection with the Licensed Products, including, but not limited to, advertising, promotion, packing, wrapping, and exhibition materials.

7.4 Supplier shall take no steps which would interfere with or call into question the validity or ownership of the Property, and shall not enter into any contract with any third party that would in any way modify, diminish or restrict RRHOF's rights in the Property. Supplier shall not use the Property in association or combination with any other name, trademark, logo or symbol, without the previous written consent of RRHOF. Supplier shall neither use nor register (nor attempt to register) any domain names, trademarks, service marks, or trade names that are the same as or similar to Property.

7.5 Supplier shall inform RRHOF of the date or dates on which any of the Property was used for the first time by Supplier.

7.6 Supplier shall inform RRHOF promptly in writing of (a) any infringement or instance of unfair competition of which Supplier becomes aware involving the Property, (b) any

challenge to Supplier's use of the Property, and (c) any claim of which Supplier becomes aware to any right in the Property; in which case RRHOF has the sole discretion to take such action as RRHOF deems appropriate. RRHOF shall not be required to take any action or to authorize Supplier to take any action against third parties. Supplier shall assist and cooperate with RRHOF as needed in order to protect or secure protection for any of the rights of RRHOF regarding the Property, and must not file any suit or take any action with respect to the Property without the previous written consent of RRHOF.

8 ADDITIONAL SUPPLIER OBLIGATIONS.

8.1 Supplier represents, warrants and covenants that the Licensed Products shall comply with all applicable laws, regulations, rules and standards.

8.2 If RRHOF, any government agency, or any court having jurisdiction finds that any Licensed Products contain a defect in components, materials, workmanship, design or manufacture so as not to comply with any laws, regulations, standards or rules or so as to require or make it advisable that such Licensed Products be recalled or subject to a corrective action plan in accordance with the provisions of law or in the interests of safety, Supplier shall cooperate with, and comply with, all the instructions and requirements of RRHOF, the government agency, or the court in developing or carrying out any such recall or corrective action plan and shall comply with all laws, regulations, rules or standards for any recall or corrective action plan involving the Licensed Products. Nothing contained in this Section shall preclude RRHOF from taking any action with respect to the Licensed Products as may be required of it under any law, regulation, rule or standard.

8.3 At any time, RRHOF may request reasonable information and documents from Supplier for the purpose of evaluating any safety or compliance issue relating to the Licensed Products or any potential recall or corrective action plan relating to the Licensed Products, and Supplier shall promptly provide RRHOF with such information or documents. Supplier shall bear all costs in developing or carrying out any recall or corrective action plan relating to the Licensed Products. Supplier also shall cooperate with RRHOF as necessary on warranty, product returns, recalls, corrective action plans, customer questions and complaints, and technical issues relating to the Licensed Products and in satisfying all regulatory or legal requirements relating to the Licensed Products.

8.4 Supplier acknowledges and agrees that it is bound by and shall comply with the various laws of the United States of America in the conducting of international business, including, but not limited to, the Export Administration Act and regulations thereunder, embargoes against transacting business with various countries under the supervision of the Office of Foreign Asset Control, the Foreign Corrupt Practices Act, 15 U.S.C. § 78 dd et seq. and the Anti-Boycott Regulations of the United States, 15 Code of Federal Regulations, Part 369, promulgated under the U.S. Export Administration Act, 50 U.S.C. App. 2407 (as amended). Supplier also acknowledges and agrees that it has all requisite permits, licenses, inspections, required approvals, or certifications for the supply of the Licensed Products and for performing the services agreed to hereunder.

8.5 Supplier represents, warrants and covenants that:

8.5.1 the Licensed Products will not contain any injurious, poisonous, adulterated, misbranded, deleterious or toxic substance, material, paint or dye;

8.5.2 the Licensed Products will not be dangerous or unsafe to the users thereof;

8.5.3 the Licensed Products will be fit for sale and use; and

8.5.4 the Licensed Products will not be articles that are prohibited from being introduced in U.S. interstate commerce or for sale in Canada or under any federal, state or local law, rule, regulation or standard; and

8.5.5 the Licensed Products and all packaging, labelling and warnings provided by Supplier for the Licensed Products will comply with all applicable laws, regulations, rules and standards of the United States and those of the respective country of manufacture and exportation, will be accurately labeled, and such label will clearly identify their country of origin.

8.6 Neither Supplier nor any supplier or manufacturer used by the Supplier shall: (i) use in connection with the manufacture, distribution, and sale of the Licensed Products labor provided by persons younger than the age for completing compulsory education in the jurisdiction where the relevant activity occurs; (ii) discriminate in hiring and employment practices on grounds of race, religion, national origin, political affiliation, sexual orientation, or gender; or (iii) fail to comply with local labor laws and regulations, including, but not limited to, laws and regulations designed to provide employees with a safe and healthy workplace and wage and hour laws and regulations (including those setting minimum wages, maximum overtime, and maximum daily hours that may be worked).

9 PAYMENT. Amounts owed by RRHOF with respect to Licensed Products delivered by Supplier are to be invoiced and RRHOF shall pay all undisputed invoices within forty-five (45) days after the later of receipt of Products or the applicable invoice.

10 INDEMNIFICATION.

10.1 Supplier shall defend, indemnify and hold harmless RRHOF and its authorized agents, trustees, directors, officers, executives and representatives and licensors, from and against any and all actions, claims, suits, proceedings, losses, damages, costs, liabilities, including reasonable attorneys' and experts' fees, and other expenses which may be suffered, incurred or paid by reason of, or arising out of, or in any way connected with (a) accidents, occurrences, or injury, illness, death or losses to any person or property in any way due or resulting from, or alleged to be due or resulting from, in whole or in part, the Licensed Products; (b) Supplier's breach of any representation, warranty, covenant or obligation under this Agreement or RRHOF's purchase orders; (c) Supplier's failure to obtain any third party license, permission, consent, or release required for the use of any photograph, image, content, lyric, likeness, name, biographical material, or any other property, intellectual or otherwise, used in the creation of the Licensed Product excluding the Property; and/or (d) defects in components, materials, workmanship, design or manufacture of the Licensed Products provided by Supplier (and including any subcontractor of Supplier). RRHOF may participate, at its own expense, in the defense of any action brought hereunder.

10.2 RRHOF shall indemnify and hold harmless Supplier and its authorized agents, trustees, directors, officers, executives and representatives, from and against any and all suits, claims, actions, proceedings, losses, damages, costs, liabilities, including reasonable attorneys' fees, and other expenses which may be suffered, incurred or paid by reason of, or arising out of, any infringement claims arising from or otherwise related to Supplier's use of Property provided such use is in accordance with this Agreement and any terms or conditions of RRHOF's consent to use Property (other than an infringement claim by RRHOF or RRHOF's licensors).

11 INSURANCE. Supplier shall procure and maintain at its sole expense broad form comprehensive general liability or commercial general liability insurance, including contractual

and product liability coverage with respect to the Licensed Products with a reputable insurance carrier with an AM Best rating of no less than A:VIII and with coverage in amounts not less than Two Million Dollars per occurrence and Five Million Dollars in the aggregate. These limits may be satisfied with a combination of primary General Liability and Umbrella/Excess Liability insurance. The policy(cies) must: (a) name RRHOF as an additional insured; (b) contain an endorsement, or otherwise provide, that such insurance shall be primary and not contributory to RRHOF's insurance and that RRHOF will be given thirty (30) days notice prior to any cancellation of, or material changes to, such policy; (c) contain a waiver of subrogation in favor of RRHOF; and (d) be in a form reasonably acceptable to RRHOF. Supplier must provide RRHOF with a certificate of insurance prior to Supplier's manufacture of any Licensed Products and shall not do anything to invalidate such insurance. This Section shall not be construed in any manner as waiving, restricting or limiting Supplier's liability for any obligations imposed under this Agreement, including but not limited to Supplier's obligation to defend, indemnify and hold harmless under the Agreement.

12 ADDRESSES FOR NOTIFICATIONS.

12.1 All notices hereunder shall be sent in writing and shall be deemed to be duly given as of the date of delivery if hand delivered or as of the postmark if sent by United States certified or registered mail, return receipt requested, postage fully prepaid, to the applicable address set forth above, or to such other person or address as the receiving party may have designated by written notice to the other.

12.2 Any notice, communication, approval or disapproval and request therefore required or permitted to be sent hereunder, and all statements and invoices to be delivered, and all payments to be made, must be sent or delivered to the following addresses:

If to RRHOF: The Rock and Roll Hall of Fame and Museum, Inc.
751 Erieside Avenue
Cleveland OH 44114
Attn: Alexis Brooks (abrooks@rockhall.org)

With a copy to:

Attn: General Counsel (legal@rockhall.org) at the same address as above

If to Supplier: at the address indicated on page 1 of this Agreement.

13 MISCELLANEOUS.

13.1 This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Ohio applicable to contracts made and performed therein without regard to principles of conflicts of law. Each party hereby consents to the exclusive venue and jurisdiction of any state or federal court located in Cuyahoga County, Ohio.

13.2 This Agreement is binding upon RRHOF and its successors, assigns and transferees. This Agreement is binding upon and personal to Supplier. Absent the consent of RRHOF, Supplier may not transfer or assign this agreement or any of the rights granted herein, in full or in part; nor may the rights granted herein be sold, ceded, transferred, pledged or encumbered in any other way by Supplier or by means of a legal order or agreement (including a possible merger of Supplier with another entity or the transfer of a large part of its capital stock) or by any other means; and none of the rights described herein may be granted by law or any other reason to any trustee, legal administrator or other third party. Any attempted transfer or assignment of this Agreement or any of the rights granted herein by Supplier without the consent of RRHOF shall be void and shall constitute a material breach of this Agreement.

13.3 The failure of either party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election.

No waiver or modification by any party shall have been deemed to have been made unless expressed in writing by such party.

13.4 A party is not liable for delay or non-performance of its obligations hereunder because of any circumstances beyond its reasonable control including without limitation, fire, storm, or flood; accident; national disaster or disturbance; war, rebellion, terrorism, insurrection or riot; strike or shortages of materials and supplies; provided, however, that if such circumstances continue for a period in excess of thirty (30) days, the other party may elect to terminate the Agreement upon providing written notice to the affected party.

13.5 This Agreement and the attached exhibits constitute the complete agreement between the parties hereto with regard to the subject matter hereof, and this Agreement shall supersede any previous written supplier agreement between the parties effective as of the Commencement Date. No alleged change, modification, amendment, addition or waiver of any term, provision or condition of this Agreement is valid unless in writing and signed by both parties.

13.6 The parties agree that this Agreement does not constitute either party hereto as the agent or joint venturer of the other for any purposes whatsoever and that neither party can bind the other in any manner.

13.7 This Agreement may be executed in counterparts, each of which will be deemed an original Agreement for all purposes and which collectively will constitute one and the same Agreement. Each party shall have the right to rely on a signed copy of this Agreement transmitted by facsimile or electronically by the other party, and each party shall, if another party so requests, provide an originally signed copy of this Agreement to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

RRHOF: The Rock and Roll Hall of Fame and Museum, Inc.

SUPPLIER:

By: _____
Liz Peschges
VP of Culture & Strategy

By: _____
Print Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT A
Description of Property

ROCK AND ROLL HALL OF FAME™

THE ROCK AND ROLL HALL OF FAME™

ROCK AND ROLL HALL OF FAME AND MUSEUM™

ROCK & ROLL HALL OF FAME™

ROCK & ROLL HALL OF FAME AND MUSEUM™

ROCK&ROLL
HALL^{OF}FAME.

ROCK&ROLL HALL^{OF}FAME™

EXHIBIT B TO SUPPLIER AGREEMENT - PACKING AND SHIPPING OBLIGATIONS

Supplier expressly acknowledges and agrees that it must comply with the following obligations regarding ticketing, labeling and shipping of Licensed Products ordered by RRHOF, and Supplier's failure to comply with such obligations may be viewed by RRHOF as a material breach of the Supplier Agreement of which this is an exhibit (such agreement, the "Agreement"). Terms used but not defined herein shall have the meaning given to them in the Agreement.

1. Supplier shall provide RRHOF with a sample of the barcode label to approve before the first order is shipped to RRHOF. RRHOF's barcode label must include the following information: barcode, the 12-digit UPC number, retail price, and brief description (refer to purchase order for information). RRHOF will notify Supplier when a label has been approved in RRHOF's system.
2. Supplier shall label Licensed Products with the 12-digit UPC number that has been provided (or agreed upon) by RRHOF (refer to purchase order for UPC number).
3. All Supplier's hangtags and any other Supplier-branded materials that are affixed to the Licensed Products should be removed from the Licensed Products unless otherwise directed by RRHOF. If Supplier fails to comply with the requirements set forth in this Section 3, in addition to any other remedies RRHOF may exercise, including without limitation, termination rights pursuant to Section 3.3 of the Agreement, RRHOF shall be entitled to deduct twenty-five percent (25%) from the total purchase order amount due Supplier for the applicable Licensed Product, return any order if goods delivered do not match sample(s) approved by RRHOF prior to delivery of order, and/or request conforming goods be remanufactured by Supplier and sent quickest method of delivery (at Supplier's cost).
4. Supplier shall ensure that the outside of each box of Licensed Products delivered to RRHOF is labeled in accordance with the carton label, the form of which is attached as Exhibit B-1 including the Supplier's name, RRHOF's purchase order number, description of the Licensed Products contained therein; the 12-digit UPC number(s) and quantity of each UPC number in each master box (note each master box can only contain items of a single UPC number). If Supplier fails to comply with the requirements set forth in this Section 4, in addition to any other remedies RRHOF may exercise, including without limitation, termination rights pursuant to Section 3.3 of the Agreement, RRHOF shall be entitled to deduct ten percent (10%) from the total purchase order amount due Supplier for the applicable Licensed Products.
5. Supplier shall provide written notice (via e-mail to ecrear@rockhall.org) to the shipping address provided on purchase order (such notice to be provided in the form of template attached hereto as Exhibit B-2) at the time Supplier ships an order (or partial order) to shipping address set forth on purchase order. If Supplier fails to comply with the requirements set forth in Section 5, in addition to any other remedies RRHOF may exercise, including without limitation, termination rights pursuant to Section 3.3, RRHOF shall be entitled to deduct \$50 from the total purchase order amount due Supplier for the applicable Licensed Products.
6. Supplier shall deliver Licensed Products to the location(s) indicated in RRHOF's purchase order. Supplier bears all risk of loss for (and bears the obligation to insure) such Licensed Products until they are received by RRHOF (or delivered to RRHOF's designated location). If Licensed Products are not received at designated shipping location(s) during the shipping window indicated on the applicable purchase order, RRHOF may, in addition to any other remedies RRHOF may exercise, including without limitation, termination rights pursuant to Section 3.3, impose a \$200 fee that will be deducted from the invoice. Supplier must contact RRHOF as soon as practicable if shipping window will not be met, and RRHOF has the right to cancel the applicable order. Furthermore, RRHOF shall be entitled to charge 20% of the purchase order amount to Supplier's account if shipment is not received within twenty (20) days of the last day of an applicable shipping window.

Vendor: _____

PO # _____

Style: _____

Quantity: _____

UPC/SKU: _____

Barcode: _____

Vendor: _____

PO # _____

Style: _____

Quantity: _____

UPC/SKU: _____

Barcode: _____

**ROCK & ROLL
HALL OF FAME**

**ROCK & ROLL
HALL OF FAME**

Vendor:
 Address:
 City:
 State/Zip:
 Contact:
 Phone:
 FAX

TOTAL BOXES SHIPPED # _____

Ship to:

UPC	DESCRIPTION	RRHOF PO#	COST	RETAIL	ORDERED	SHIPPED	BOX COUNT	PCS PER BOX	EST. SHIP DATE