

<DATE>

ABN: <ABN> / Address: <Address>

To whom this may concern,

Thank you for your recent enquiry regarding the purchase of Training & Assessment Resources.

Please find following Conditions of Sale. Notwithstanding these terms, we as supplier also transmit:

Everthought Education Pty Ltd confirms that it holds an irrevocable right to licence the resources for <Unit Code and Name> and has granted a licence to Compliant Learning Resources to further resale licence these resources on its behalf.

There is no encumbrance held over the resources and any licensing of the resources from Everthought Education Pty Ltd or Compliant Learning Resources is not subject to any encumbrance.

To finalise a resource transaction, we ask that you execute this document and return to Everthought Education, along with confirmation of your intent.

Yours sincerely,



Lucas West
Product Strategy

EVERTHOUGHT EDUCATION PTY LTD
ACN 613 279 815

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Building 4 / 460-492 Beaudesert Road,
Salisbury QLD 4107
Tel: 1300 653 925
RTO 32438

**Everthought Education
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Level 11, 110 Mary Street,
Brisbane QLD 4000
Tel: 07 3182 3200

Everthought Education Perth
3 / 92 Mallard Way,
Cannington WA 6107
Tel: 08 9453 0777
RTO 51681 | CRICOS 02898C

1. Interpretation

- (a) In these conditions:

Buyer means the purchaser of the Goods.

Goods means the products and, if any, services specified overleaf.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and confidential information, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable.

Seller means Lynchpin Enterprises Pty Ltd trading as Everthought Education Brisbane South, which is the seller of the Goods.

- (b) Nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Competition and Consumer Act 2010) and which by law cannot be excluded, restricted or modified.

2. General

These conditions (which shall only be waived in writing signed by the Seller) shall prevail over all conditions of the Buyer's order to the extent of any inconsistency.

3. Terms of sale

The Goods and all other products sold by Seller are sold on these terms and conditions.

4. Intellectual property

- (a) Where Intellectual Property Rights exist in the Goods, the provisions of this clause 4 will apply.
- (b) The Seller grants to the Buyer, subject to the terms and conditions of this Agreement, a perpetual, irrevocable, transferrable (including by sub-licence) and royalty-free licence to use, reproduce, modify and adapt, communicate and enhance the Intellectual Property Rights in the Goods.
- (c) All Intellectual Property Rights in the Goods as at the date of this Agreement will remain with or vest in the Seller. Nothing in this Agreement will be deemed to convey to the Buyer any right, title or interest in and to the same, other than as licensee.
- (d) All Intellectual Property Rights in any amendments or modifications to the Goods undertaken by the Buyer, vest with the Buyer and the Seller will have no claim over such rights.

- (e) The Buyer may not transfer, re-sell or sub-licence the Goods without the Seller's prior written consent (which may be withheld at its discretion) except if the transfer, re-sale or sub-licence is of the Goods with material change or amendment from that originally supplied by the Seller:

- (i) part of a sale, change of control, corporate reorganisation or capital reconstruction transaction involving the Buyer's business; or
- (ii) ancillary or related to the provision of education or training services (but not the provision of training or course materials as standalone products).

- (f) The Seller does not warrant that:

- (i) the Goods will have any particular performance characteristics or attributes including, without limitation, accuracy, reliability, functionality, durability or fitness for a particular purpose; or
- (ii) the Goods are compliant with any practice, standard, regulation or law;
- (iii) it will provide any further updates or support of the Goods at any time.

- (g) The Buyer acknowledges that the Goods and any Intellectual Property Rights in the Goods were acquired by the Seller in a distressed sale of assets and as such, the Seller is unable to represent or warrant that the use of the Goods would or would not infringe the Intellectual Property Rights of any third party. Subject to clause 4(h), the Buyer releases the Seller from any claim in respect of third party ownership of or interest in Intellectual Property Rights in the Goods.

- (h) The Seller warrants that as at the date of this Agreement, it has not received notice from any third party that the use of the Goods in accordance with the terms of this Agreement infringes the Intellectual Property Rights of any third party.

5. Guarantee

Except as provided in these conditions, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness of the Goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded. The Seller is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, use or operation of the Goods or arising out of the Seller's negligence or in any way.

6. Consumer guarantees

The Seller's liability for a breach of a condition or warranty implied by Pt 3-2 Div 1 of the Australian Consumer Law is limited to:

- (a) in the case of Goods, any one or more of the following:
 - (i) the replacement of the Goods or the supply of equivalent goods;
 - (ii) the repair of the Goods;
 - (iii) the payment of the cost of replacing the Goods or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the Goods repaired; or
- (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

7. Prices

Unless otherwise stated all prices quoted by the Seller are net, exclusive of Goods and Services Tax (GST).

8. Payment

The purchase price for the Goods plus GST where applicable is payable before the delivery of the Goods unless other terms of payment are expressly stated in these conditions in writing.

9. Returned Goods

- (a) Except for any provisions to the contrary contained in this agreement, the Seller is not under any duty to accept Goods returned by the Buyer and will do so only on terms to be agreed in writing in each individual case.
- (b) If the Seller agrees to accept returned Goods from the Buyer under para (a) of this clause, the Buyer must return the Goods to the Seller at the Seller's place of business referred to at the head of these conditions.

10. Goods sold

All Goods to be supplied by the Seller to the Buyer are as described on the purchase order agreed by the Seller and the Buyer and the description on such purchase order as so agreed prevails over all other descriptions of the Goods including any specification or enquiry of the Buyer.

11. Cancellation

No order may be cancelled by the Buyer except with the written consent of the Seller. In the event of a cancellation of the order by the Buyer, the Seller has the right to claim indemnity against all losses suffered by the Seller as a result of such cancellation.

12. Termination

- (a) In the absence of any breach of this agreement, either party may terminate this agreement in its absolute discretion with a minimum of 60 days written notice to the other party.

- (b) This agreement will automatically terminate if a party enters into any composition or arrangement with its creditors or has a receiver appointed over any of its assets or is the subject of any resolution or petition for winding up or judicial management (other than for the purpose of amalgamation or reconstruction).
- (c) Either party may terminate this agreement if the other party is in material breach of any of its obligations under this agreement and if the breach is capable of remedy fails to remedy the breach for a period of 30 days after receipt of a written notice by the other party requiring rectification of the breach.
- (d) Exercise of the right of termination afforded to either party under this clause will not prejudice the legal rights or remedies which either party may have against the other in respect of a breach of any term, condition or warranty of this agreement.
- (e) The obligations of the parties that by their nature could reasonably construed as being intended to continue to apply beyond the termination of this agreement will continue to apply.

13. Place of contract

- (a) The contract for sale of the Goods is made in the state or territory of Australia from which this document is issued.
- (b) The parties submit all disputes arising between them to the courts of such state or territory and any court competent to hear appeals from those courts of first instance.

On behalf of Everthought Education Pty Ltd:



Signature

Lucas West

Name

Product Strategy

Title

<DATE>

Date

On behalf <Company Name>, ABN: <ABN>

Signature

Name

Title

Date