

RESELLER ON CONSIGNMENT AGREEMENT

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THE PARTIES AGREE, AS FOLLOWS

1. Agreed Terms

Dollars means Australian dollars, also represented by "\$".

Effective Date means the date of this Agreement.

Consignment is an arrangement resulting from a contract in which one person, the consignor entrusts goods to another, the consignee, for sale pursuant to the terms herein.

Merchandise goods to be bought and sold, understood in this agreement to denote books.

Net Revenue means the revenue received from the sale of the Merchandise less any applicable taxes, Returns, and shipping costs.

Returns means that Merchandise sold by the Consignee but returned for a refund.

RRP means the Recommended Retail Price.

2. Consideration

2.1 In consideration of the grant of consignment and any other obligations contained herein, the Consignee agrees to pay the Publisher the Fee as set out in Item 5 of the Schedule. The Parties agree that the Fee shall be the total amount payable to the Consignee in respect to the Merchandise unless otherwise agreed in writing by the Parties herein or in writing.

3. Publisher's Responsibilities

3.1 The Publisher shall pay any expenses relating to publishing costs, including but not limited to printing, illustrations and artwork, marketing and advertising and (where applicable) costs associated with the delivery, including freight and shipping charges of the Merchandise to the Consignee.

4. Consignee's Responsibilities

4.1 The Consignee agrees to sell the merchandise at the agreed RRP.

4.2 The Consignee shall display the Merchandise in a featured and prominent manner in its stores and/or place of business.

4.3 The Consignee agrees to maintain the Merchandise in original and saleable condition.

4.4 The Consignee agrees that any Merchandise which cannot be returned to the Publisher in original, saleable condition at the termination of this Agreement shall be considered sold, and the Consignee shall be responsible for payment according to the terms of this Agreement.

4.5 The Consignee shall be responsible for any loss or damage to Merchandise while it is in under its control.

4.6 The Consignee shall be responsible for any shipping costs in respect to Returns.

5. Term and Termination

5.1 This Agreement shall commence on the Effective Date and continue for the period of Term, and shall automatically renew for an additional term (equal in length to the initial Term), unless either Party provides prior written notice of non-renewal to the other Party prior to expiration of the Term.



- 5.2 Either Party may terminate the Term of this Agreement by giving written notice to the other, if that other Party:
- (a) breaches a fundamental term of this Agreement and, having been given 30 days' notice to rectify the breach, fails to do so; or
 - (b) enters into liquidation, is declared insolvent in any legal proceedings, or is declared bankrupt.
- 5.3 In the event of termination of the Agreement for any reason, the grant of consignment will cease and all unsold merchandise shall be returned immediately to the Publisher in original and saleable condition.

6. Warranties

- 6.1 The Publisher warrants that:
- (a) The Merchandise is an original work;
 - (b) The Merchandise does not infringe any existing copyright, and the sale of the Merchandise by the Consignee:
 - (i) shall not, to the Publishers knowledge, infringe any copyright or intellectual property rights of any third party; and
 - (ii) shall not, to the Publisher's knowledge, infringe the Moral Rights of any third party.

7. Assignment

- 7.1 This Agreement may not be assigned or transferred by the Consignee without the written approval of the Publisher.
- 7.2 The Parties agree that the Publisher may assign and/or transfer its rights in this Agreement to any related entity without the approval of the Consignee.

8. Confidentiality

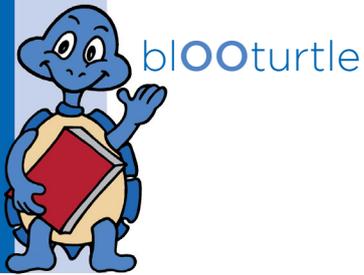
- 8.1 The Parties covenant that they shall at all times keep this Agreement confidential, and shall keep and not disclose to any third party person or entity any information relating to this Agreement or any information provided by the Publisher to the Consignee which by its nature is confidential or which the Consignee knows or reasonably ought to know is confidential ("Confidential Information").
- 8.2 The obligations of confidentiality contained in this Clause 8 shall survive expiration or termination of this Agreement.

9. Title to Merchandise

- 9.1 9.1 Consigned Merchandise shall remain the property of the Publisher until full payment is received from the Consignee.

10. Independent Legal Advice

- 10.1 The Parties to this Agreement acknowledge and agree that they have each had the opportunity to obtain separate and independent legal advice in respect to the terms of this Agreement, and in relation to their obligations, rights and liabilities pursuant to this Agreement.



11. General

- 11.1 This Agreement shall be subject to the laws of the Australia, and the parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Australia.
- 11.2 Any provision of, or the application of any provision of, this Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- 11.3 Any provision of, or the application of any provision of, this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- 11.4 If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.
- 11.5 The failure of either party at any time to require performance by the other party of any provision of this Agreement does not affect the party's right to require the performance at any time.
- 11.6 The waiver by either party of a breach of any provision must not be held to be a waiver of any succeeding breach of the provision or a waiver of the provision itself.
- 11.7 This Agreement supersedes all previous agreements, arrangements, understandings, representations or any other communication in respect of the subject matter of this Agreement and embodies the entire agreement between the parties.
- 11.8 This Agreement may not be changed or modified in any way subsequent to its execution except in writing signed by the parties.
- 11.9 Headings do not affect the interpretation of this Agreement.