Terms & Conditions for Not-for-Profit Scholarship

IMPORTANT NOTICE

BEFORE APPLYING FOR THE NOT-FOR-PROFIT SCHOLARSHIP, PLEASE REVIEW THE TERMS AND CONDITIONS OUTLINED BELOW. WHEN AN APPLICANT SUBMITS AN APPLICATION FOR THE SCHOLARSHIP FROM Anchor Sales Knowledge Inc., THE APPLICANT EXPRESSLY ACCEPTS THESE TERMS AND CONDITIONS, WITHOUT MODIFICATION, AND BECOMES LEGALLY BOUND BY THEM. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT WISH TO ACCEPT ALL OF THESE TERMS AND CONDITIONS, PLEASE DO NOT APPLY FOR THE SCHOLARSHIP.

SCHOLARSHIP

Anchor Sales Knowledge Inc., an authorized licensee of Sandler Training, has established a not-for-profit scholarship, on the terms and conditions herein set forth, pursuant to which Anchor Sales Knowledge Inc. shall award "in-kind" [sales training services] (the "Professional Development Services") to an applicant selected by Anchor Sales Knowledge Inc. (the "Scholarship").

ADMINISTRATION

The Scholarship will be administered by Anchor Sales Knowledge Inc.. Anchor Sales Knowledge Inc. has the full and complete right, authority and discretion to, at any time and without notice: (i) amend, supplement, suspend or terminate the entire, or certain components of, Scholarship; (ii) construe and interpret the terms and conditions governing the Scholarship; (iii) amend, supplement and/or rescind any of the terms and conditions governing the Scholarship; and (iv) make all other determinations necessary or advisable for the administration of the Scholarship.

ELIGIBILITY

To be eligible to apply for the Scholarship, an applicant must: (a) be 18 years or older; (b) a not-for-profit company or organization; (c) actively carrying on a business; and (c) have submitted an application on-line to Anchor Sales Knowledge Inc. at www.ask.sandler.com on or before • (the "Deadline") and certify that all the information provided in the application is true, accurate and complete to the best of his/her knowledge. Applicants are only eligible to receive the Scholarship once.

By submitting an application, the applicant authorizes Anchor Sales Knowledge Inc. to collect, use, store and confirm information about the applicant, provided on the application submitted (including references) to those who need to know such information for the purposes of administering and promoting the Scholarship. Anchor Sales Knowledge Inc. will only use the information for the purposes of evaluating the application. SELECTION CRITERIA

Anchor Sales Knowledge Inc. shall review each application submitted prior to the Deadline and, in its sole and absolute discretion, select the applicant that the Scholarship is awarded to.

ACCEPTANCE OF THE SCHOLARSHIP

To accept the Scholarship, the applicant who is awarded the Scholarship must agree to comply with the customary terms and conditions that each client of Anchor Sales Knowledge Inc. must agree to in consideration for Anchor Sales Knowledge Inc. providing the Professional Development Services and enter into a professional services scholarship agreement with Anchor Sales Knowledge Inc., which, inter alia, sets out on the scope of the Services and includes such customary terms and conditions. GOVERNING LAW

These terms and conditions are governed by and are to be construed in accordance with the laws of the Province of Manitoba and the laws of Canada applicable therein. Further, any claim or action arising out of or relating to the Scholarship may be filed only in the courts of Manitoba and applicants agree to attorn to the exclusive jurisdiction of such courts.

SEVERABILITY

If any term or condition or any portion hereof is held invalid or unenforceable, the remaining portions of these Terms and Conditions will remain in full force and effect, and, if possible, the portion(s) found unenforceable will be construed in a manner consistent with the remaining portions. ACKNOWLEDGEMENT

By applying for the Scholarship from Anchor Sales Knowledge Inc., each applicant hereby acknowledges that he/she has read and accept the Terms and Conditions contained herein.