

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is dated _____ (insert date)

BETWEEN

_____ (insert name of firm and ACN ("the Company"))

AND

Abound FP Services Pty Ltd (ACN 087 690 060) Trading as Abound Paraplanning Services

of Level 1, 416 Mt Alexander Rd, ASCOT VALE VIC 3032 ("Abound")

RECITALS

- A. Abound provides paraplanning services to the financial planning industry.
- B. The Company operates a financial planning business and it wishes to appoint Abound to provide paraplanning services, including preparing statements of advice ("the Services").
- C. Abound may gain access to Confidential Information in providing the Services and the parties intend that Abound will deal with the Confidential Information in accordance with the terms of this agreement.

OPERATIVE PART

1. CONFIDENTIAL INFORMATION

"Confidential Information" means any information:

- (a) regarding the past, existing or future business or affairs (including financial position, technical information, internal management, operations, administration, policies and strategies) of the Company or its related bodies corporate;
- (b) regarding the customers, employees, Authorised Representatives, or contractors of, or other persons doing business with the Company or its related bodies corporate;
- (c) regarding the terms and condition of this agreement, or the commercial arrangements between the parties;
- (d) which is by its nature confidential or which is designated as confidential;
- (e) which any of the parties knows, or ought to know, is confidential,

whether that information was disclosed before or after entry into this agreement and whether or not is an oral or visual form, or is recorded or stored in a document.

2. CONFIDENTIALITY

2.1 Abound agrees that it will use its best endeavours to:

- (a) hold the Confidential Information in confidence and not disclose, or cause or permit the disclosure of the Confidential Information, except as permitted under this agreement or with the prior written consent of the Company;
- (b) not disclose, or cause or permit the disclosure to any person of, any opinion in respect of the Confidential Information except as permitted under this agreement; and
- (c) keep the Confidential Information secure and protected from any use, disclosure, access, damage or destruction which is inconsistent with this agreement.

2.2 Permitted use and disclosure

The parties agree that Abound may:

- (a) disclose the Confidential Information to such of its representatives or advisers who may need such information and only to the extent so needed for the provision of the Services or to enable such party to otherwise fulfil its obligations under this Agreement.
- (b) not make use of the Confidential Information to the commercial, financial or competitive disadvantage of the Company;
- (c) create, or cause or permit to be created, a document which reproduced, is based on, utilises or relates to Confidential Information of the Company only if that creation is solely related to the provision of the Services.

2.3 Operation of confidentiality provisions

This agreement continues without limitation in time but does not apply to any Confidential Information that:

- (a) Abound is required to disclose by any applicable law or legally binding order of any court, government, semi-government authority, administrative or judicial body, or a requirement of a stock exchange or regulator; or
- (b) is in the public domain other than as a result of a breach of this agreement.

3. THE SERVICES

Abound agrees that whilst it will use all reasonable skill and professional care in providing the Services to Company, the Company bears the onus of carefully reviewing the Services provided to it by Abound, as to its accuracy, errors, omissions or the like. Abound otherwise takes no responsibility for the content of the Services provided to Company, and Company indemnifies Abound in accordance with the following clauses.

4. INDEMNITIES AND LIMITATION

- (a). Each party indemnifies the other (and each related body corporate, as defined in the Corporations Act, of the other) against all losses, damages, liabilities, costs and expenses

including legal costs incurred by the other party (or by that related body corporate) as a result of:

- i. the content and/or form of the Services;
 - ii. a breach by that party, its employees, contractors or agents of its obligations under this Agreement, or a breach by that party of a representation or warranty made in this Agreement; or
 - iii. a wilful, unlawful, negligent or criminal act or omission of the party, its employees, contractors or agents.
- (b). Notwithstanding anything else in this Agreement, Abound will not be liable to the Company in contract or in tort or otherwise for or in respect of any indirect or consequential loss, damage, injury or expense suffered by the Company or any person arising out of or in respect of the Services and/or this Agreement or any breach of this Agreement or any other act or omission in connection with this Agreement, whether negligent or not, including, without limitation, loss of profits or income.
- (c). If Abound's liability under this Agreement cannot be excluded then Abound's liability to the Company is limited to reimbursing any fees paid to Abound by the Company for the disputed Services only.

5. AUTHORITY

Each person signing on behalf of a party to this Agreement warrants that he or she has the power and authority to execute this Agreement on behalf of that party, that he or she has not received notice of any revocation of that power and authority and that by so signing, he or she binds that party.

6. VARIATION

This Agreement may only be varied by written agreement signed by authorised representatives of both parties.

7. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

8. GOVERNING LAW AND JURISDICTION

This Agreement will be construed in accordance with and will be governed by the laws in force in the State of Victoria. Each of the parties irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of the State of Victoria or the Commonwealth of Australia and any Courts of appeal from these Courts.

EXECUTED as an agreement

EXECUTED by.....)
ACNin accordance with)
section 127 of the *Corporations Act* 2001 (Cth))
)

..... Director
..... Print name
..... Print usual address

..... Director / Secretary
..... Print name
..... Print usual address

EXECUTED by **Abound FP Services Pty Ltd**)
ACN 087 690 060 (T/As Abound Paraplanning).in)
accordance with section 127 of the *Corporations Act*)
2001 (Cth))

..... Director
..... Print name
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