

## PARAPLANNING SERVICES AGREEMENT

**THIS AGREEMENT** is dated \_\_\_\_\_ (insert date)

**BETWEEN**

\_\_\_\_\_ (insert name of firm and ACN ("the Company"))

**AND**

**Abound Financial & Lifestyle Planning 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").

### **OPERATIVE PART**

#### **1. THE SERVICES**

- a) Abound agrees that whilst it will use all reasonable skill and professional care in providing the Services to the 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 the Company, and the Company indemnifies Abound in accordance with the following clauses.

#### **2. 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 willful, unlawful, negligent or criminal act of 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, Abound's liability to the Company is limited to reimbursing any fees paid to Abound by the Company for the disputed Services only.

### **3. 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.

### **4. VARIATION**

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

### **5. 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.

### **6. GOVERNING LAW AND JURISDICTION**

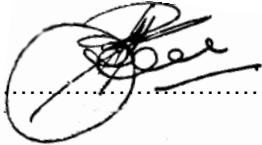
This Agreement will be construed in accordance with and will be governed by the laws in force in the State of Victoria. Each of the parties irrevocably submits to and accepts the exclusive jurisdiction of any of the Courts of the State of Victoria or the Commonwealth of Australia and any Courts of appeal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

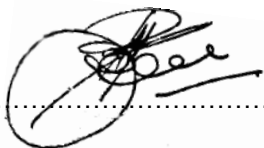
**EXECUTED** as an agreement

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

  
..... Director  
Richard Brown ..... Print name  
Level 1/416 Mt Alexander Road, Ascot Vale VIC 3032 ..... Print usual address

  
..... Director / Secretary  
Richard Brown ..... Print name  
Level 1/416 Mt Alexander Road, Ascot Vale VIC 3032 ..... Print usual address