

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is dated _____ (insert date)

BETWEEN

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

AND

About Paraplanning Services Pty Ltd (ACN 605 773 475)

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

RECITALS

- A. About may gain access to Confidential Information in providing the Services and the parties intend that About 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:

- 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.


EXECUTED as an agreement

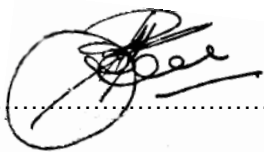
EXECUTED by)
ACN in accordance with)
section 127 of the Corporations Act 2001 (Cth))

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

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

EXECUTED by **Abound Paraplanning Pty Ltd**)
(ACN 605 773 475) in accordance with)
section 127 of the Corporations Act 2001 (Cth))

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

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