



Financial Mappers Lite Licence

Plencore Online Pty Ltd ACN 601 265 598

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Details

Parties:	Plencore Online Pty Ltd ACN 601 265 598 Glenis Phillips, Director Unit 141, 37 Harbour Road Hamilton QLD 4007 Telephone: 07 3216 4132 Nominated email address: glenis.phillips@plencore.com.au
	(Company)
	The Licensee whose details are set out in Schedule 3. (Licensee)
Each a Party and together referred to as the Parties	
A.	The Company provides subscription access to cloud based financial modelling software known as Financial Mappers Lite.
B.	The Company has agreed to provide access to an Instance of the Financial Mappers Lite Application for the Licensee's use and provide Subscriber Accounts in accordance with the terms and conditions of this Agreement.

1. This Agreement

1.1 Accepting this Agreement

- (a) By completing Schedule 3 and signing this Agreement, the Licensee is making an offer to the Company to enter into a contract on the terms and conditions contained herein, which the Company may accept or reject in its sole discretion.
- (b) Acceptance of the offer is deemed to occur at the earlier of, the Company:
 - (i) communicating its acceptance of the Licensee's offer; or
 - (ii) granting the Licensee access to the Service.

1.2 Contacting the Company

Please email the Company at glenis.phillips@plencore.com.au if you have any questions relating to these terms and conditions.

2. Definitions & interpretation

2.1 Definitions

In this Agreement, unless the context or subject matter otherwise require:

Account means an account created for use by a Subscriber on the System.

Administrator means the Chief FM Administrator and FM Administrator who provides Subscribers with access to the Service.

Administrator Account means the account issued to the Licensee with Administrator privileges.

Agreement means the terms and conditions contained in this Licence including any annexures.

Allocated Subscriber means a Lite Client which has been created by or on behalf of the Licensee pursuant to this Agreement.

Applicable Law means all statutes, regulations, directives, codes, standards and case law applicable to the Services and/or the referral of Subscribers to the Company, under the laws of Australia.

Application means the software known as Financial Mappers.

Brand Guidelines means the guidelines which the Licensee must comply with if, in order to display the Company's logo or any of its registered trademarks.

Business Day means:

- (a) for receiving a Notice, means a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the Notice is received; and
- (b) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public holiday in Queensland Australia.

Chief FM Administrator means the Administrator responsible for registering the Service.

Chief FM Administrator Account means the account created for the Chief FM Administrator granting the Chief FM Administrator access to the Service. The Chief FM Administrator Account has Administrator privileges such as changing Company Settings, Default Rates & Reports. More than one Chief FM Administrator Account can be created.

Client means a customer of the Licensee who is granted access to the Service as a Subscriber.

Client Account means the account created for a Client by or on behalf of the Licensee granting them access to the Service.

Closed Account means a Subscriber account which has been closed by the Licensee, but the information and data is retained should the Licensee require it for the purposes of compliance with any of its statutory obligations.

Commencement Date means the date of acceptance in accordance with clause 1.1(b).

Confidential Information means any information (in any form, written, electronic or otherwise) designated as confidential or which might reasonably be expected, based on its content or circumstances of disclosure, to be confidential, including the terms of this Agreement.

Current Term means the Term and any subsequent Renewal Term.

Default Rate means are rates initially set up being an twenty (20) year average of investment returns, currently from the Year 2020.

Disclosure Statement means the Licensee's disclosure statement approved by the Company and uploaded to the Service.

Documentation means the user guides and notices made available by the Company via the dropdown menu associated with the user profile within the Service.

Event of Force Majeure means an unforeseen event beyond the control of the affected party, including an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, hacking, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government, a failure of a supplier, public utility or common carrier or computer disruption due to the effects of a computer virus, trojan, malware, ransomware or other malicious code.

Financial Mappers Lite or FM means the software that delivers the Service.

FM Administrator means a person appointed by the Licensee to be responsible for the creation of accounts for Lite Clients and Premium Lite Clients.

FM Administrator Account means the account created for an FM Administrator by or on behalf of the Licensee granting an FM Administrator access to the Service. The FM Administrator Account access is restricted to the USERS page.

Initiation Process means the processes which the Licensee agrees to follow to obtain access to the Service as set out in Schedule 1:.

Instance means a standalone version of the Financial Mappers Pro software hosted by the Company for the exclusive use of the Licensee and its Clients.

Intellectual Property means all industrial and intellectual property rights throughout the world and includes copyright, all rights in relation to inventions (including patents), registered and unregistered trademarks, registered and unregistered designs, source code and other programming codes, trade

secrets, know-how, circuit layouts and Confidential Information, and all other rights anywhere in the world resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Licence Fee means the sum of Lite Client and Premium Lite Client Licence Fees Usage and URL Usage Fees as set out in Schedule 2:

Lite Client means a Client who is limited to a 5 year plan and limited access to reports and modelling tools.

Premium Lite Clients means a Client who has no limitations on the length of the plan, access to all reports and modelling tools. A Lite Client can be upgraded to a Premium Lite Client at any time.

Renewal Term means the period of twelve (12) months after the expiry of the Term.

Service means the Licensee's Instance of Financial Mappers Lite which it authorised to invite its Clients to Subscribe on the terms and conditions contained in this Agreement and pursuant to the Terms of Service.

Subscriber means the person or persons that are the ultimate end user of the Service who may or may not have been introduced by the Licensee.

Term means the period of twelve (12) months which the Licensee and the Company agree that the rights and obligations contained in this Agreement are in full force and effect.

Terms of Service means the agreement between a Subscriber and the Company which governs the right to access and use the system.

2.2 Interpretation

In this Agreement:

- (a) a reference to:
 - (i) one (1) gender includes the others;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes a body corporate;
 - (iv) a document or instrument includes the document or instrumented as novated, altered, supplemented or replaced from time to time;
 - (v) a Party includes the Party's executors, administrators, successors and permitted assigns;
 - (vi) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - I. that Statutory Provision as amended or re-enacted from time to time; and
 - II. a statute, regulation or provision enacted in replacement of that Statutory Provision;
 - (vii) an amount of money is to an amount in Australian dollars (\$AUD);
 - (viii) time is to Australian Eastern Standard Time; and
 - (ix) a schedule refers to a Schedule contained in this Agreement;
- (b) including and similar expressions are not words of limitation;

- (c) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (d) headings and the table of contents are for convenience only and do not form part of this Agreement or affect its interpretation;
- (e) where a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on or by the next business day; and
- (f) a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in it.

3. Commencement and Term

3.1 Commencement and Term

This Agreement will commence on the Commencement Date and will continue for the Term unless terminated in accordance with clause 9.

3.2 Renewal

If this Agreement is not terminated at least thirty (30) days prior to the expiry of the then Current Term, this Agreement will automatically renew for a period equal to the Renewal Term.

3.3 Grant of rights

For the Term, the Company grants the Licensee a non-exclusive right to:

- (a) access the Application on the Licensee's Instance of the Application;
- (b) grant access to the Service for Planners; and
- (c) issue requests for **Financial Mappers** ^{LITE} access to its Clients who agree to the Terms of Service with the Company.

3.4 Calculation of Licence Fees

The Licensee will be invoiced the:

- (a) Licence Fees will be billed for the full amount at the end of each month, for all new registrations of Lite Clients and Premium Lite Clients.
- (b) URL Licence fees will be billed for the annual amount at the end of each month, where a new URL has been added.
- (c) There is no Licence Fees for Administrators.
- (d) Where the Licensee has opted to pay the client fees for the first year, the Client will be billed directly using a STRIPE account if the client opts to continue using the service as a paid annual subscription.

3.5 Invoicing and payment

- (a) The Company will send an invoice to the Licensee at the end of each month for the License Fees.
- (b) Each invoice will show:
 - (i) the total number of Allocated Subscribers and URLs;

- (ii) the total amount of the Licence Fee payable; and
 - (iii) that the Licensee will pay by bank transfer.
- (c) The Licensee may request an audit of all Subscribers in any calendar month that are associated with the Licensee.
- (d) There will be no fees charged on Closed Accounts.
- (e) Fees are payable within seven (7) days of receipt of the invoice.
- (f) The Company can offer the Service to a Client for an ongoing annual subscription, if the Licensee advises that it will only pay the first year's subscription for on behalf of the Client.
- (g) Where the client is responsible for fees after the first 12 months, the client may upgrade to a Premium Lite Client at anytime during the first year. There is no refund of fees paid by the company.

4. Licensee's obligations

4.1 Initiation Process

- (a) The Licensee must comply with the process described in Schedule 1: before creating any Subscriber Accounts.
- (b) The Chief FM Administrator of each URL, must sign a new copy of this Agreement and complete as required

4.2 Features and maintenance of the Service

- (a) The Licensee acknowledges:
 - (i) features of the Service appear in the Documentation (Financial Mappers Lite Resources) and may change from time to time;
 - (ii) the Company may amend features of the Service by providing reasonable notice of such a change in its Documentation; and
 - (iii) free training is provided on the Financial Mappers Lite QuickStart resource page including a series of videos and documents. Any additional training will be billed at an hourly rate agreed between the Parties.
- (b) The Licensee authorises the Company to make changes to the Service as is reasonably required to ensure security, maintain the quality of the Service and to introduce new features.

4.3 Licensee's warranties

- (a) The Licensee warrants:
 - (i) the Service has been obtained at the Licensee's own discretion and risk;
 - (ii) it will use the Service strictly in accordance with any guidelines or recommendations provided in the Documentation;
 - (iii) it has made its own investigations into the suitability of the Service and is not relying on any representation not expressly made by the Company; and
 - (iv) no advice or information, whether oral or written, obtained from the Company in relation to the Service, creates any warranty other than those expressly stated herein.

4.4 Administrator's obligations

- (a) The Administrator appointed by the Licensee is responsible for:
 - (i) management of Lite Client Accounts; and
 - (ii) liaising with the Company on all aspects of the Service provided to their Subscribers.
- (b) The Licensee:
 - (i) must appoint a Chief FM Administrator who:
 - I. will allocate and administer Accounts ;
 - II. is responsible for liaising with the Company regarding all aspects of the Service; and
 - III. configures the Default Rates, Default Taxation and Default Country Specific Superannuation/Pension Account, Disclosure Statement and creates reports using the report builder.
- (c) The Licensee may (at its sole discretion) charge each Client for access to the Service on whatever basis it solely determines.

4.5 Instance access

In the event this Agreement is terminated for any reason, all access to Subscriber Accounts will be suspended thirty (30) days after notice of termination.

5. Marketing

5.1 Approved marketing

The Licensee must:

- (a) use the Company's name and corporate livery only as authorised by the Company from time to time as shown in the Brand Guidelines; and
- (b) obtain the Company's prior written approval of any advertisement or marketing material which incorporates any of the Company's Intellectual Property.

5.2 General obligations of good faith

The Licensee must:

- (a) undertake all obligations and other activities under or in connection with this Agreement, in good faith;
- (b) not do anything to damage the name or reputation of the Company or the Service; and
- (c) comply with all Applicable Law in providing access to the Service to Subscribers.

6. Confidentiality and Privacy

6.1 Confidential Information

Each Party (**Recipient**) must maintain as confidential at all times and will not at any time, directly or indirectly, use or disclose, or permit to be used by or disclosed to any person, any Confidential Information other than:

- (a) to its officers, employees or professional advisers to the extent necessary in the performance of this Agreement (and, without limiting the effect of this clause, a Recipient may disclose Confidential Information to those of its officers, employees or professional advisers, on a "need to know" basis, as is reasonably required under this Agreement);
- (b) with the express prior written consent of the other Party; or
- (c) as required by Applicable Law, provided that the Receiving Party has, to the extent permitted by law, advised the other Party of this requirement.

6.2 Announcements

Neither Party may advertise or publicly announce any matter relating to the existence or the contents of this Agreement without the Company's prior written consent.

6.3 Personal information

To the extent that the Licensee provides personal information about an individual, including a Subscriber, to the Company, the Licensee warrants and undertakes to the Company, on the date of this Agreement and each time such information is provided to that::

- (a) it has obtained all necessary consents from relevant individuals;
- (b) it will provide the applicable notices to Subscribers that personal information will be provided to the Company;
- (c) informed the individual of their right to access and request correction of their personal information; and
- (d) taken any other steps that are necessary to enable the Company to use that personal information for the purposes contemplated under this Agreement in accordance with Applicable Law.

7. Liability and indemnity

7.1 No warranties and representations

- (a) The Company does not make any undertaking, representation, guarantee or warranty in relation to its Services or this Agreement, including any representations or guarantees concerning:
 - (i) the quality, performance, fitness for purpose or other characteristics of the Services; or
 - (ii) the value of any benefit that the Licensee may receive;
- (b) The Licensee undertakes it will not give or make any undertaking, representation, guarantee or warranty in relation to the Services and/or the Company to a potential Subscriber or any other person, including any representations or guarantees concerning the quality, performance, fitness for purpose or other characteristics of the Service, without the prior written approval of the Company.

7.2 Limitation of liability

- (a) The Company's maximum liability to the Licensee is limited to the amount paid for the Services.
- (b) Subject to the Company's obligations under clause 3.3 nothing expressed or implied in this Agreement confers any liability whatsoever on the Company, including for any direct, indirect, incidental, special or consequential loss, loss of revenue or loss of profits (whether in contract, tort (including negligence) or otherwise).

7.3 Indemnity

The Licensee indemnifies and holds harmless the Company and its directors, officers and agents against any losses, costs (including legal costs on a full indemnity basis), expenses, demands or liability (whether in contract, tort (including negligence), equity or otherwise) incurred as a result of a claim by a third Party relating to any breach of this Agreement, or any negligence or breach of any Applicable Law by the Licensee or any of its directors, employees, officers or agents.

8. Intellectual Property

8.1 Protection of Intellectual Property

The Licensee:

- (a) acknowledges that the Company (or its licensors) are the owner of all Intellectual Property rights in the Service;
- (b) must not permit any other person to do any act which would or might invalidate or be inconsistent with the Company's Intellectual Property rights;
- (c) must notify the Company in writing immediately if it is aware of any actual, threatened or suspected infringement of any of the Company's Intellectual Property and, at the Company's expense, do all such things as may reasonably be required by the Company to assist the Company in pursuing or defending any proceedings in relation to any such infringement;
- (d) must not permit any other person to reproduce, make error corrections to or otherwise modify or adapt the Intellectual Property in the Service or create any derivative works based on the Service or the Documentation;
- (e) must not permit any other person to de-compile, disassemble, decrypt, or otherwise reverse engineer the System or permit any third party to do so;
- (f) must not transfer, sublicense, rent, lease, lend, license or otherwise transfer or assign the Intellectual Property in the Service other than as provided for in this Agreement; and
- (g) must not permit any other person to modify or remove any copyright or proprietary notices associated with the Service.

9. Termination

9.1 Termination for default

This Agreement may be terminated at any time and with immediate effect by written notice given by either Party (**Notifying Party**) to the other Party (**Defaulting Party**) if:

- (a) the Defaulting Party has committed a material breach of this Agreement and such breach is not capable of remedy;
- (b) the Defaulting Party has committed a breach which is capable of remedy, and the Defaulting Party has failed to comply with an earlier written notice (**Default Notice**) given by the Notifying Party specifying that material breach, and requiring that the Defaulting Party remedy that breach within twenty (20) Business Days after receipt of that Default Notice.

9.2 Termination by notice

- (a) Either party may terminate this Agreement by providing the other party thirty (30) days written notice prior to the end of the then Current Term.

- (b) If this Agreement is terminated in accordance with clause 9.2(a), this Agreement will terminate at the expiry of any then Current Term.
- (c) For the avoidance of doubt, if the notice of termination is given within thirty (30) days of the end of a Term, this Agreement will terminate at the end of the subsequent term.

9.3 Termination by the Company

This Agreement may be terminated by the Company if the Licensee:

- (a) commits an act of insolvency;
- (b) is, becomes, or is deemed to be, insolvent or bankrupt or in liquidation;
- (c) ceases to carry on all or substantially all of its business, is unable to pay its debts when due, or are deemed unable to pay its debts under any law, or makes an assignment for the benefit of, or enters into or makes any arrangement or compromise with, its creditors or threatens to do so, or stops payments to its creditors generally;
- (d) a distress, attachment or other execution is levied or enforced upon or commenced against any substantial part of the Licensee's assets and is not stayed within fourteen (14) Business Days;
- (e) any resolution is passed, or any proceeding is commenced, for the Licensee's winding up or liquidation;
- (f) anything having a similar effect to any of the events specified in 9.1, 9.2(c) to 9.2(d) happens under any Applicable Law; or
- (g) enters into an agreement with a provider of services that compete, in the Company's reasonable opinion, with those of the Company.

9.4 Consequences of termination

On termination of this Agreement for any reason:

- (a) the Parties must immediately deliver to the other all property in its possession or control that belongs to the other Party; and
- (b) the right to create Adviser and Client Accounts ends when this Agreement is terminated.

10. General provisions

- (a) **Approvals and consents** - Except where this Agreement expressly states otherwise, a Party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.
- (b) **Assignment** – The Company may assign any of its rights and obligations under this Agreement by notifying the Licensee of such an assignment. The Licensee may not assign its rights under this Agreement without the prior written consent of the Company, which may be granted or withheld in its complete discretion and, if granted, may be subject to conditions.
- (c) **Entire agreement** - This document contains the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements and understandings except as otherwise provided herein.

- (d) **Further assurances** – Each Party must do anything (including execute any document) and must ensure that its personnel do anything (including execute any document), the other Party may reasonably require to give full effect to this Agreement.
- (e) **Governing law and jurisdiction** - This Agreement is governed by the laws of Queensland, Australia and each Party irrevocably submits to the non-exclusive jurisdiction of the Courts of Queensland, Australia.
- (f) **No merger** - The rights and or obligations of the Parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.
- (g) **No partnership** - This Agreement does not create or evidence a partnership, joint venture or a fiduciary relationship or the relationship of principal and agent between the Parties.
- (h) **Notices** - A notice, approval, consent or other communication in connection with this agreement must be in writing sent to the address of the receiving Party appearing in this agreement or such other address as may be communicated by the receiving Party, marked for the attention of any person nominated for that purpose by the receiving Party (and who in the absence of any such nomination is the signatory to this agreement on behalf of the Party), and may be sent by prepaid post (air mail if international), courier, facsimile transmission or electronic mail. A notice, approval, consent or other communication is taken to have been received:
 - (i) two (2) Business Days after sending if sent by post (five (5) Business Days if sent to or from a location in another country);
 - (ii) if sent by courier, at the time indicated by the records of the courier;
 - (iii) if sent by electronic mail, on receipt by the sender of an acknowledgment indicating that the mail item was received by the recipient.
- (i) **Severance** - If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in full force and effect.
- (j) **Survival** - Any clause which is expressed to survive, or which by its nature is intended to survive termination of this Agreement, survives termination.
- (k) **Variation** - An amendment or variation to this Agreement is not effective unless it is in writing and signed by the Parties.
- (l) **Waiver** - A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. A waiver is not effective unless it is in writing and signed by the Party giving it.
- (m) **Warranties regarding capacity** - Each Party, and their authorised representatives, represents to each other that, as at the date of this Agreement:
 - (i) it has taken all necessary action to authorise its entry into and performance of this Agreement;
 - (ii) it is not aware of any thing, matter or circumstance which may prevent it from fulfilling its obligations under this Agreement;
 - (iii) it has the power to enter into and perform its obligations under this Agreement; and

- (iv) its obligations under this Agreement are valid, binding and enforceable against it in accordance with its terms.

Schedule 1: Initiation Process

10.2 Licensees

The Parties agree to follow this process to provide the Licensee access to the Service:

- (a) The Licensee will notify the Company of the name and email for the Chief FM Administrator and FM Administrators in a form substantially consistent with Schedule 4.
- (b) Where the Licensee has authorised the use of multiple URL's, the Licensee will advise the Company of the nominated Chief FM Administrator who must complete a separate Financial Mappers Lite Licence.
- (c) The Company will create an account for the Chief FM Administrator, who will be sent an email and link to activate the account and set a password for that account.
- (d) The Company will create an Instance for the Licensee, which contains their own version of Financial Mappers Lite.
- (e) The Licensee will provide the Company with a Disclosure Statement to be applied to the Licensee's Instance.
- (f) The Licensee will provide the Company with a copy of its Disclosure Statement for approval.
- (g) Where the Disclosure Statement is rejected, the Company will suggest amendments and the process will iterate until the Disclosure Statement is approved and applied to the Licensee's Instance.
- (h) The Licensee will provide alternate Default Rates and enter them into the Instance or accept the Company's pre-configured Default Rates.
- (i) The Chief FM Administrator will:
 - (i) customize the interface according to the Branding Guidelines.
 - (ii) approve the final copy of any customized reports.
 - (iii) will generate an account for each alternate Chief FM Administrator and each FM Administrator-
- (j) The Administrators will be responsible for adding Lite Clients and where applicable Premium Lite Clients.

Schedule 2: Fee

10.3 Licence Fee

(a) **Lite Client Licence:**

\$20 (excl. GST) per Lite Client paid annually in advance. Should the Licensee determine that they will only pay the first 12-month subscription, the Company has the right to offer an ongoing service to the Lite Client at a fee of \$27.23 (excl. GST) per annum. This will give the Lite Client continuing access to the Licensee's instance of the Financial Mappers Lite software.

(b) **Premium Lite Client Licence:**

\$50 (excl. GST) per Premium Client paid annually in advance. Should the Licensee determine that they will only pay the first 12-month subscription, the Company has the right to offer an ongoing service as a Lite Client at a fee of \$27.23 (excl. GST) per annum or as a Premium Lite Client at a fee of \$54.50 (excl GST) per annum. This will give the Client continuing access to the Licensee's instance of the Financial Mappers Lite software

(c) **URL Licence:**

\$1,200 (excl. GST) per URL paid annually in advance. Where the company chooses to use multiple URLs so that advisers or brokers can white label a URL to their specifications, a Usage Fee will be charged for each URL.

Schedule 3: Licensee's details and signature

Licensee's name:

Licensee's ABN or ACN:

Address:

Telephone:

Nominated email address:

URL

☐ Lite (all ongoing Client fees paid by company)

☐ Lite^{PLUS} (Company pays Lite Client Fee for 12 months followed by the Client paying either Lite Client or Premium Lite Client)

Payment Option

Executed by the Licensee:



Who states they are an Authorised Representative of the Licensee with authority to enter into this Agreement,

Signature

Name (Printed)

Date signed

Schedule 4 Administrative Account Holders

Please complete and maintain the form below for each administrator account and provide the details of any amendments, in electronic format and forward, to: glenis.phillips@plencore.com.au. This will ensure that all appropriate team members are notified of any changes to the software:

Email address (Please print)	Name (Please Print)	Date to be Activated	Date to be De-activated

Please advise if accountants or brokers have chosen to have their own URL

(See details in Pricing Document – there is an additional cost for each URL)

You should list the URLs and the Chief FM Admin for each URL.