FINANCIAL PLANNING
ASSOCIATION *of* AUSTRALIA

FPA Professional Ongoing Fees Code Participating Member Registration Agreement

This agreement applies in relation to the grant by the **Financial Planning Association of Australia Limited ABN 62 054 174 453** of Level 4, 75 Castlereagh Street, Sydney NSW 2000 (**we**, **us** or **our**) to:

FULL NAME: _____
FPA MEMBER NUMBER: _____
FULL ADDRESS PER FPA MEMBER REGISTER: _____
(**you** or **your**) of FPA Professional Ongoing Fees Code participating member registration.

Section A below provides information on some of the important rights and obligations under this agreement and is not contractually binding. Section B sets out the terms and conditions governing our relationship and is contractually binding.

A: IMPORTANT INFORMATION

Purpose of this contract
We offer to enter into this agreement based on the information provided in the application form you completed. In signing this agreement, you have accepted our offer.

Participating Member eligibility requirements
You acknowledge that to be eligible for FPA Professional Ongoing Fees Code participating member registration you must meet and continue to meet strict eligibility requirements. You must for example, remain a financial member of the FPA and renew your membership on time each year. You must also obtain and retain your Australian Financial Services licensee's necessary authorisations and consent to participate.

Your rights
You acknowledge the nature of the relief granted by the Australian Securities and Investment Commission (**ASIC**) under section 962CA of the Corporations Act (2001). Relief from the obligation in section 962K of the Corporations Act 2001 to provide opt in renewal notices to clients in an ongoing fee arrangement is only available to persons or classes of persons who have a code approved by ASIC. The FPA has applied to ASIC for the relief on behalf of certain of its members and has been granted the relief. The relief is only effective whilst you hold FPA Professional Ongoing Fees Code Participating Member Registration with the FPA and whilst the FPA maintains ASIC approval for its FPA Professional Ongoing Fees Code.

Your obligations
You must comply with the FPA Professional Ongoing Fees Code in relation to ongoing fee arrangements whilst you remain a registered participating member.
Failure to comply with the FPA Professional Ongoing Fees Code, the Terms and Conditions of this agreement or other FPA Requirements, may result in the termination of your Registration as an FPA Professional Ongoing Fees Code participating member. You will lose the benefit of the relief from the opt in renewal notice obligation in the Corporations Act if you fail to complete your FPA Professional Ongoing Fees Code participating member registration and your FPA membership renewal on time each year.
Non-compliance with your obligations may also result in the FPA terminating your registration and bringing disciplinary action against you and the FPA Conduct Review Commission imposing sanctions against you. We are also obliged to notify ASIC if your registration is terminated and to disclose to ASIC and or your AFS licensee any systemic or serious breach of your obligations.
Once you lose the benefit of the relief for any reason, you must comply with the opt in renewal notice requirements in the Corporations Act from the date you lose the relief. This means you will need to revert to providing the opt in renewal notice to all clients in an ongoing fee arrangement in accordance with s962K of the Corporations Act from that point onwards. You will immediately need to provide an opt in renewal notice to Clients who have been in an ongoing fee arrangement for 2 years since the commencement of the arrangement, or since the last renewal notice was sent. You will also need to notify your licensee in relation to those clients, as once you lose the relief you may effectively be in breach of your opt in renewal notice obligations for some clients, and your licensee may need to report a breach to ASIC.

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Record keeping
You agree to keep books and records relating to your compliance with the agreement during the term and for 7 years after termination. We are entitled to access your books and records in certain circumstances.

Surveys and audits
We may conduct a range of surveys and audits in connection with the agreement. You agree to submit to our surveys and audits.

Infringement
You agree to notify us of any actual or threatened breach of our rights under this Agreement and provide full co-operation and assistance in respect of any enforcement proceedings.

Fees and charges
The FPA incurs additional costs as the Code Owner and on behalf of the Independent Code Administrator in maintaining ASIC code approval for the benefit of participating members. You agree to pay our fees and charges, which may be varied by us, according to this agreement. Our fees and charges are payable on an annual basis and are in addition to your annual membership fees and charges.

Public Register
We will publish a register of FPA Professional Ongoing Fees Code participating members to assist consumers to understand who is eligible for the relief.

Breach of the Agreement
You are liable to us for your conduct in breach of the agreement. You agree to indemnify us in respect of your breach and certain third party Claims that may be brought against us.

Termination of the Agreement
We take seriously any actual or threatened breach of the agreement and may suspend or terminate the agreement in certain circumstances. Upon termination of the agreement we will notify ASIC that you no longer subscribe to the Professional Ongoing Fees Code. You will no longer have the benefit of relief from the requirement to provide an opt-in renewal notice under section 962K of the Corporations Act. We also retain certain rights and you have certain obligations that survive termination of the agreement.

Variation
We may vary certain documents provided in connection with the agreement and certain aspects of the agreement.

B: TERMS AND CONDITIONS

1 Registration as a Participating Member for the FPA Professional Ongoing Fees Code

1.1 Members of the FPA may apply to the FPA on the FPA's approved application form to be registered as a Participating Member for the purposes of the FPA Professional Ongoing Fees Code.

1.2 Registration as a Participating Member is strictly subject to these Terms and Conditions.

1.3 Only registered Participating Members are entitled to relief granted by the Australian Securities and Investments Commission (ASIC) pursuant to sections 962CA of the Corporations Act (2001) from the requirement in section 962K to provide opt in renewal notices to retail clients in ongoing fee arrangements.

1.4 The relief ceases upon termination of the member's registration as a Participating Member.

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2 Application for registration

2.1 To be eligible for registration as a Participating Member you must:

(a) apply in the manner required from time to time by the FPA;

(b) at the time of your application, be a Financial Member of the FPA;

(c) provide authorisation by your authorising Australian Financial Services licensee in the form set out in Schedule 3 to these Terms and Conditions;

(d) provide a copy to the FPA of any template document you intend to use to document ongoing fee arrangements with your clients in compliance with clause 3 of the FPA Professional Ongoing Fees Code set out in Schedule 1);

(e) pay any FPA Professional Ongoing Fees Code registration fee applicable as determined by the FPA at the time of the application;

(f) complete and endorse the FPA Professional Ongoing Fees Code Participating Member Acknowledgement set out in Schedule 2 to this agreement and agree to be bound by the FPA Professional Ongoing Fees Code set out in Schedule 1 and by these terms and conditions.

2.2 The FPA may decline at its absolute discretion any application for registration as a Participating Member.

3 Public Register

3.1 The FPA will advise you of the success or otherwise of your application for registration and upon successful application the FPA will record in the FPA Professional Ongoing Fees Code Participating Member Register ('the Register'):

(a) your full name and business address of (as advised by you to us in accordance your obligation to notify the FPA current address and details in clause 5 of the FPA Constitution);

(b) the Category and any sub-category of membership of the FPA to which you belong;

(c) the date of your admission to (and where applicable the date of your termination from) the Register;

(d) your ASIC registered number; and

(e) your (current) authorising Australian Financial Services ('AFS') licensee, and its ASIC AFS licensee number.

3.2 You consent to the ongoing publication of the Register by the FPA and you may not withdraw your consent.

3.3 You consent to the disclosure of your initial registration by the FPA to ASIC. Upon termination from the Register, you consent to reporting of your termination to ASIC and the continuing publication of your termination in

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the Register. You may not withdraw your consent.

3.4 You will have no Claim against FPA arising out of or in connection with the Register or any exercise or non-exercise of our rights under this clause 3.

4 Annual Renewal

4.1 To remain registered as a participating member, you must by the renewal date each year:

(a) renew your participation in the FPA Professional Ongoing Fees Code in the manner required from time to time by FPA;

(b) complete and endorse an Annual Compliance Statement Declaration as set in Schedule 2 of this agreement or as varied from time to time by us;

(c) provide an annual data return in a form approved from time to time by us;

(d) provide an annual AFS licensee authorisation from your current AFS licensee for the proceeding financial year in a form approved from time to time by us;

(e) pay the Annual Registration Fee in accordance with clause 5 below.

5 Annual Registration Fee

5.1 You agree to pay the Annual Registration Fee (Annual Fees) for each full or part of a Financial Year at least 30 days prior to commencement of the relevant Financial Year.

5.2 FPA will calculate the Annual Fees payable as at a day before the date of payment, as specified by us.

5.3 FPA may vary the Annual Fees or the timing of their calculation or payment by notice to you.

6 Your responsibilities and obligations under the FPA Professional Ongoing Fees Code

6.1 Upon registration you agree to comply with the FPA Professional Ongoing Fees Code ('FPA Professional Ongoing Fees Code').

6.2 You must also meet and continue to meet the Eligibility Criteria for membership of the FPA established by the FPA Board from time to time, remain financial at all times pursuant to clauses 5 and 9 of the FPA Constitution respectively and continue to hold authorisation from your authorising AFS licensee to participate in the FPA Professional Ongoing Fees Code.

6.3 You agree to notify the FPA immediately should you cease to meet the Eligibility Criteria or these Terms and Conditions for any reason or if your AFS licensee authorisation to participate in the FPA Professional Ongoing Fees Code is varied in any way, suspended or revoked by your AFS licensee, or you change AFS licensee. You agree to notify us of each variation to your Ongoing Fee Agreement template and to provide copies of each such new or modified template you use or intend to use.

6.4 You agree the FPA may monitor your compliance with these Terms and Conditions and may utilise any powers given to the FPA in respect of Members under the FPA Constitution and the FPA

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Disciplinary Regulation with respect to Members for this purpose.

6.5 You agree the FPA Professional Ongoing Fees Code is a Practice Standard under the FPA Code made as a Regulation by the FPA Board and that:

(a) you are subject to complaints and disciplinary procedures under clause 18 of the FPA Constitution and the FPA Disciplinary Regulation as made from time to time by the FPA Board for any breach of the FPA Professional Ongoing Fees Code, or for any breach of the Constitution, FPA Code and other requirements (collectively 'FPA Requirements) arising out of your participation in the FPA Professional Ongoing Fees Code;

(b) you agree that you may be subject to disciplinary action against you for a breach of the FPA Professional Ongoing Fees Code or FPA Requirements and subject to disciplinary sanctions by the Conduct Review Commission including:

(i) reprimand;

(ii) being required to provide an apology;

(iii) suspension from rights and privileges of FPA membership

(iv) being required to undertake remedial education;

(v) fines;

(vi) expulsion from membership of the FPA;

(vii) being required to undertake supervised practice;

(viii) other discipline as required by the Conduct Review Commission having regard to the nature of the breach including termination of the member's registration as a Participating Member for the purposes of the FPA Professional Ongoing Fees Code;

and you may be required to pay the FPA's costs and expenses in bringing a disciplinary action and have the outcome of disciplinary proceedings published.

(c) you agree the FPA may conduct compliance reviews of you pursuant to clause 19 of the FPA Constitution in relation to your compliance with the FPA Professional Ongoing Fees Code, these Terms and Conditions and otherwise in relation to the your compliance as a Member with FPA's Requirements.

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7 Cooperation with investigations

7.1 Upon notice from FPA, you agree to provide to FPA within 14 days, any documentation requested by us pursuant to a compliance review, complaint, or disciplinary investigation concerning your conduct.

7.2 Where requested by us, any advice or other documentation provided for review, complaint or investigation must deidentify the your client's personal information (i.e.by removing, or rendering illegible, the client's name, address, employer, TFN, account details etc.) without preventing FPA from identifying each client's relevant circumstances, objectives and needs relevant in providing the advice (e.g. details of age, occupation, type of account and account balances etc. should be retained).

7.3 You agree that FPA may at its absolute discretion advise the outcome of each review, complaint, or investigation to your current AFS licensee, FPA Professional Practice and any former AFS licensee, or FPA Professional Practice we consider relevant, and we may advise each or any of them of your termination from the Register, or of any corrective action the FPA requires you to undertake.

7.4 You agree that FPA may require you, at your own expense, to attend, on reasonable notice, a compliance review meeting with the FPA with, or without, a representative of your AFS licensee.

7.5 You agree your failure to fully co-operate with a compliance review may result in us terminating you from the Register and in you losing the benefit of the relief from the requirement to comply with s962K of the Corporations Act.

7.6 You will have no Claim against FPA arising out of or in connection with the Register, our notification, or non-notification of your AFS licensee(s) and FPA Professional Practices, or any exercise or non-exercise of FPA's rights under this clause 7.

8 Client complaints

8.1 You agree consumers have access via your AFS licensee to internal dispute resolution (IDR) processes and an appropriate external dispute resolution (EDR) scheme for any breaches of the FPA Professional Ongoing Fees Code resulting in direct financial loss.

8.2 You agree to notify us within 21 business days of becoming aware of any dispute or complaint by a client or former client in relation to an ongoing fee agreement to which the FPA Professional Ongoing Fees Code applies or applied.

9 Records

9.1 You agree to, during the term of this Agreement and for 7 years after its termination, maintain and make available all books and records documenting how you have complied with this agreement, the FPA Codes, FPA Regulation 02/04, FPA Continuing Professional Development Policy and such other FPA regulations and requirements we notify to you.

9.2 You agree to ensure that your books and records contain such true and complete entries as may be necessary to enable the matters referred to in clause 10.1 to be ascertained and verified by

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a third party inspecting those books and records.

9.3 You agree to permit us and our authorised agents to have access to your:

(a) books and records; and

(b) premises,

at any time during Business Hours on 48 hours notice to inspect, copy and take extracts from your books and records to audit your compliance with this agreement, the FPA Code, FPA Regulation 02/04 FPA Continuing Professional Development Policy and any other FPA regulations and requirements.

9.4 You agree to provide us and our authorised agents with such other information as we may reasonably request in relation to the matters referred to in this clause 9

9.5 You are responsible for the costs and expenses you incur in connection with the obligations imposed under this clause 9.

10 Surveys and Audits

10.1 You acknowledge that FPA has processes and programs for assessing a range of matters relating to the FPA Professional Ongoing Fees Code and these processes and programs will apply to this Agreement.

10.2 You agree to participate in our FPA Professional Ongoing Fees Code Risk Monitoring Program which may include:

(a) completing and returning questionnaires and surveys to us;

(b) providing, and procuring that your AFS licensee, employer and relevant third parties provide, such access to premises, documents, information and assistance as we may request; and

(c) such processes, programs or expectations of quality assurance we notify to you.

10.3 You are responsible for your own costs of participating in, and agree to pay our reasonable costs in carrying out, our FPA Professional Ongoing Fees Code Risk Monitoring Program in respect of your professional services.

11 Indemnity

11.1 You indemnify FPA against, and will pay us on demand, the amount of all costs (including legal costs on a solicitor and client basis), expenses, loss or damage we suffer or incur in connection with any:

(a) breach of this Agreement by you; or

(b) Claim by any third party arising out of or in connection with your participation in the FPA Professional Ongoing Fees Code or any other act or omission by you.

12 Term and Termination of this agreement

12.1 This Agreement commences on the date of execution of this agreement by both parties (the Commencement Date) and continues until terminated pursuant to this clause 12.

12.2 Either party may terminate this agreement by providing 30 days written notice to the other party.

12.3 FPA may terminate this agreement immediately (or at any later time) by notice in writing if

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(a) you commit any breach of this agreement which is not capable of being remedied or, if remediable, is not remedied within 14 days of you becoming aware of such breach;

(b) you cease to hold authorisation from the Australian financial services licence held by you as at the Commencement Date;

(c) you suffer an insolvency event;

(d) you fail to comply with clause 4.1(e), 5, 9 or 10 or a request by us pursuant to any such provision;

(e) in our reasonable opinion of the FPA Board you bring FPA into disrepute;

(f) having satisfied the requirements of registration initially, you fail to maintain compliance with the Eligibility Criteria for any period of time;

(g) in connection with the provision of financial products or services, you engage in any conduct that may constitute a breach of any law;

13 Effect of Termination

13.1 Upon termination of this Agreement:

(a) FPA is discharged from further obligations under this agreement;

(b) your status on the Register will be shown as terminated;

(c) FPA will notify ASIC that your registration as a participating member of the FPA Professional Ongoing Fees Code has been terminated;

(d) you are required to comply with the legal requirement to provide a renewal notice to your clients in ongoing fee arrangements under s962K of the Corporations Act;

(e) we will issue you a notice of termination;

(f) we will also issue you with a notice to clients and require you to issue it within 30 days to all your clients who on the day immediately prior to the termination day were in an Ongoing Fee Arrangement with you pursuant to the FPA Professional Ongoing Fees Code.

(g) The Notice to Clients will include the following:

(i) the fact of your termination from the Register;

(ii) the date of your termination from the Register;

(iii) the fact you are no longer a Participating Member for the purposes of the FPA Professional Ongoing Fees Code; and

(iv) the consequences including that you are required to comply with section 962K of the

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Corporations Act effective from the date of your termination from the Register.

(h) you agree to pay any outstanding Annual Fees and any other amounts in connection with this agreement;

(i) you are not entitled to any refund of any Annual Fees or any other amounts paid in connection with this agreement.

13.2 Any decision by FPA to issue a notice of termination will be final and binding and is not subject to any right of review or appeal.

We are not required to:

(a) act in accordance with principles of natural justice or fairness;

(b) provide any reasons for the termination other than to state the provisions of this agreement relied upon;

(c) issue to you any notice to show cause; or

(d) give you any opportunity to be heard or to make any submissions or representations.

13.3 The consent you provided in clause 3 to publish and disclose your information in the FPA Professional Ongoing Fees Code Register does not merge on termination of these Terms and Conditions, nor on termination of your FPA membership.

14 Notices

14.1 Requirements

Any notice or other communication required to be given by this agreement before a right can be exercised (notice) must be:

(a) in legible writing; and

(b) subject to clauses 14.5 and 14.6, signed by the party giving it (sender) or its authorised representative, and delivered by hand or sent by post, fax or email to the relevant address set out in Schedule 4.

14.2 Change of Address

A party may change its address, fax number or email address for the purpose of notices by giving notice of that change to the other party in accordance with the provisions of clause 14.1.

14.3 When given

Notices are taken to be given in the case of delivery:

(a) by hand, when delivered;

(b) by post, on the third day after the date of posting;

(c) by fax, at the time shown on a transmission report by the machine from which the fax was sent which indicates that the fax communication was sent at that time, in its entirety and without error to the fax number of the recipient; and

(d) by email, when sent, unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent.

14.4 Fax or email

If a notice by fax or email is given:

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(a) on a day in which business is not generally carried on in the place in which the fax or email is received; or

(b) after 4.00 pm (local time) on a day in which business is generally carried on in the place in which the fax or email is received,

the notice will be taken to have been given at the commencement of business on the next day in which business is generally carried on in the place in which the fax or email is received.

14.5 Email signing

For the purposes of clause 14.1, a notice by email is taken to be signed by the sender if the notice is in the form of a signed document in Portable Document Format (pdf) and attached to the email.

14.6 Notice on FPA website

(a) FPA may provide notice by publication on the FPA Website, at such location on that website as we may choose, and such notice will be taken to be given to you at the time of publication on the FPA Website.

(b) The requirements in clauses 14.1 to 14.5 do not apply in respect of a notice under clause 14.6(a).

15 GST

In this clause 15, GST Law has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), and terms used which are not defined in this agreement, but which are defined in the GST Law, have the meanings given in the GST Law. Unless stated otherwise, all consideration provided under this agreement is exclusive of GST. If GST is payable by the supplier, the recipient must, upon receipt of a tax invoice from the supplier, pay the supplier an amount equal to the GST payable on that supply.

16 General provisions

16.1 Specified dates

If, under this Agreement, FPA may specify a date on or by which something must be done, we may vary that date at any time by notice to you.

16.2 Assignment

16.3 You may not assign, sub-licence, novate or transfer any of your rights or obligations under this agreement without our prior written consent.

16.4 Whole agreement

Save for any inconsistencies with the FPA Constitution, this agreement:

(a) records the entire agreement between parties; and

(b) supersedes all previous negotiations, understandings, representations and agreements, in relation to the subject matter of this agreement.

16.5 Variation

Except as expressly provided for in this Agreement, no provision of this agreement nor a right conferred by it can be varied except in writing signed by both parties.

16.6 Further assurance

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Each party must do everything necessary, or reasonably required, by the other party, to give effect to this Agreement and the transactions contemplated by this agreement.

16.7 Waiver

16.8 A party does not waive a right or remedy under this agreement if it:

(a) fails to exercise the right or remedy;

(b) only partially exercises the right or remedy; or

(c) delays in exercising the right or remedy.

A waiver is effective only if in writing and signed by or on behalf of the party to be bound and is effective to the extent that the party giving it expressly states in writing.

16.9 Invalidity

Any provision of this agreement which is unenforceable or partly unenforceable will be, where possible, severed to the extent necessary to make this agreement enforceable.

16.10 Relationship between the parties

Except as expressly provided:

(a) nothing in this agreement constitutes a partnership between the parties or makes a party an agent of the other party for any purpose; and

(b) neither party can in any way or for any purpose bind the other party or undertake or accept any obligation or benefit on behalf of or in the name of the other party.

16.11 Counterparts

(a) If this agreement is signed in counterparts then:

(i) each counterpart is an original; and

(ii) together they constitute one agreement.

(b) If this agreement is undated and there is no contrary intention stated, the date of this agreement is the date of last execution by a party.

16.12 Governing law and jurisdiction

This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of its courts.

17 Glossary

17.1 Definitions

The following words have these meanings in this Agreement:

Agreement means this agreement including any schedules or annexures to it as it may be varied from time to time.

Business Day means a day that is not a Saturday, Sunday or public holiday in New South Wales.

Business Hours means 9am - 5pm, Australian Eastern Standard Time or Australian Eastern Daylight Time (as the case may be) on a Business Day.

Claim means any action, claim, demand, proceedings, dispute, litigation or settlement.

Commercial dispute means a dispute involving a Member or Members where the substantial basis of the dispute relates to their respective business interests and may include monetary claims in the nature of entitlement to remuneration or sharing of income fees or commissions.

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Complaint means an expression of dissatisfaction or grievance made in relation to your conduct where a response or resolution is explicitly or implicitly expected but does not include any Commercial Dispute between members, or between you and a member.

Conduct Review Commission has the same meaning as in the FPA Disciplinary Regulation.

Corporations Act means the Corporations Act 2001(Cth).

Constitution means the constitution of the FPA as amended from time to time and includes any Regulations made pursuant to it;

Effective Date means the date of this agreement.

Eligibility Criteria means the criteria for membership determined by the Board pursuant to clause 5.2 of the FPA Constitution from time to time.

Financial Year means each period from 1 July to the following 30 June.

Financial Member of the FPA means you meet the Eligibility Criteria for FPA membership in accordance with clause 5 of the FPA Constitution and you are financial in accordance with clause 9 of the FPA Constitution.

FPA Board means the directors of Financial Planning Association of Australia Limited from time to time.

FPA Code means our authorised Code of Professional Practice and includes our authorised:

(a) Code of Ethics;

(b) Practice Standards;

(c) Rules of Professional Conduct; and

(d) Guidance issued in relation to the foregoing.

FPA Professional Ongoing Fees Code means our FPA Professional Ongoing Fees Code for Ongoing Fee Arrangements in Financial Planning approved by ASIC on [Date].

FPA Disciplinary Regulation means the FPA Disciplinary Regulation (2011) as amended from time to time.

FPA Professional Practice means a financial planning practice which we have designated as an FPA Professional Practice.

FPA Website means our website which, as at the date of this agreement, appears at www.fpa.com.au

Insolvency Event means any of the following in respect of a party:

(a) any step is taken to enter into any scheme of arrangement, deed of company arrangement or composition between that party and its creditors;

(b) that party ceases to be able to pay its debts as and when they become due;

(c) that party ceases to carry on business;

(d) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of that party's assets or business;

(e) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of that

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party's assets or business; or

(f) an event occurs in relation to that party which is analogous to anything referred to above or which has a substantially similar effect.

FPA Professional Ongoing Fees Code Risk Management Program means our program of surveys, audits, reviews and assessments.

Ongoing Fee Arrangement has the same meaning as in Schedule1.

Participating Member has the same meaning as Participating FPA Member in Schedule 1.

17.2 Interpretation

17.3 The following apply in the interpretation of this agreement, unless the context requires otherwise.

(a) A reference to any Act, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.

(b) A reference to any document includes a reference to the document as varied or replaced and to a document that supersedes the document to which reference is made.

(c) A reference to the singular includes the plural number and vice versa.

(d) **Person** includes a firm, corporation, body corporate, unincorporated association and a governmental authority.

(e) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under this agreement, their substitutes and assigns.

(f) **Includes** means includes but without limitation.

(g) Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.

(h) A reference to doing something includes an omission, statement or undertaking (whether or not in writing) and includes executing a document.

(i) A reference to a party having a discretion under this agreement entitles that party to exercise its absolute discretion in respect of the matter to which the discretion relates.

(j) A heading is for reference only. It does not affect the meaning or interpretation of this agreement.

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Execution

Signed as an agreement on _____20___

Signed by:

the Financial Planning Association of Australia Limited by:

_____	_____
Signature of Company Secretary/Director	Signature of Director
_____	_____
Print name	Print name

Signed by:

_____

Signature of member

_____

Print full legal name of member

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