

AGREEMENT FORM

Party 1: _____ Party 2: _____

PARTY 1 INFORMATION:

Full Name: _____

ACN/ABN (if applicable): _____

Address: _____

Phone/Email: _____

PARTY 2 INFORMATION:

Full Name: _____

ACN/ABN (if applicable): _____

Address: _____

Phone/Email: _____

AGREEMENT DETAILS:

Subject Matter/Description: _____

Consideration/Payment Terms: _____

Other Conditions: _____

Clause 1 – Definitions and Interpretation

In this Agreement, unless the context requires otherwise, the following definitions apply: 'Agreement' means this Agreement Form including all Schedules; 'Party' or 'Parties' mean the persons or entities identified herein; 'Consideration' means the payment or other compensation described in this Agreement.

Clause 2 – Agreement to Contract

Each Party agrees to be legally bound by the terms and conditions of this Agreement, subject to compliance with all applicable Australian laws and regulations.

Clause 3 – Obligations of the Parties

Each Party shall perform its respective obligations as set out in this Agreement in a timely and professional manner, ensuring all necessary approvals, consents, and licenses are obtained.

Clause 4 – Warranties and Representations

Each Party represents and warrants that it has full power and authority to enter into this Agreement, the execution and performance of this Agreement will not breach any law or contract, and all information provided is true and accurate.

Clause 5 – Confidentiality

The Parties agree to keep all confidential information received in connection with this Agreement strictly confidential and not to disclose it to any third party except as permitted by law or agreed in writing.

Clause 6 – Liability and Indemnity

To the maximum extent permitted by law, each Party indemnifies and holds harmless the other Party against any claims, losses, liabilities, damages, costs, and expenses arising out of any breach of this Agreement or negligence.

Clause 7 – Term and Termination

This Agreement shall commence on execution and continue until all obligations are fulfilled unless terminated earlier by mutual written agreement or as permitted herein.

Clause 8 – Dispute Resolution

Any dispute arising out of or in connection with this Agreement shall first be attempted to be resolved amicably between the Parties. Failing which, the dispute will be referred to mediation or arbitration in accordance with the laws of Australia.

Clause 9 – Governing Law and Jurisdiction

This Agreement is governed by the laws of the Commonwealth of Australia and any applicable State or Territory laws. The Parties submit to the exclusive jurisdiction of courts located in the state or territory where the Agreement is principally performed.

Clause 10 – Entire Agreement

This Agreement, including all Schedules, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior negotiations, understandings, or agreements.

Clause 11 – Amendments

No amendment or variation to this Agreement is effective unless in writing and signed by all Parties.

Clause 12 – Notices

All notices must be in writing and delivered personally, by pre-paid mail, or email to the addresses specified in this Agreement. Notices are deemed received upon delivery or as otherwise specified by law.

Clause 13 – Severability

If any provision is found to be invalid or unenforceable, it shall be severed and the remaining provisions shall remain in full force and effect.

Clause 14 – Counterparts and Electronic Execution

This Agreement may be executed in any number of counterparts and by electronic means, each of which is deemed an original and all of which together constitute one instrument.

Clause 15 – Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

Clause 16 – Force Majeure

Neither Party is liable for failure or delay in performance caused by circumstances beyond reasonable control, including natural disasters, government actions, or pandemics.

Clause 17 – Compliance with Laws

The Parties shall comply with all applicable laws, regulations, and codes relevant to their performance of this Agreement.

Clause 18 – Privacy

The Parties shall comply with applicable privacy laws in the collection, use, and disclosure of personal information obtained under this Agreement.

Clause 19 – Costs

Each Party shall bear its own costs associated with the negotiation, preparation, and execution of this Agreement unless otherwise agreed.

Clause 20 – Execution

The Parties have executed this Agreement as a legally binding document as of the date of signature.

PARTY 1 SIGNATURE

PARTY 2 SIGNATURE

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Date: _____

Date: _____

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