

# BINDING AGREEMENT

Parties: \_\_\_\_\_

## Party A Information:

Full Name/Company: \_\_\_\_\_

Australian Business Number (ABN) or ID: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone/Email: \_\_\_\_\_

## Party B Information:

Full Name/Company: \_\_\_\_\_

Australian Business Number (ABN) or ID: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Phone/Email: \_\_\_\_\_

## Recitals:

WHEREAS, the Parties desire to establish a legally binding agreement to govern their respective rights and obligations in relation to the subject matter herein; and WHEREAS, this Agreement sets forth the terms and conditions agreed by the Parties in full compliance with Australian law.

## Agreement Terms:

1. DEFINITIONS: In this Agreement, unless the context otherwise requires, the following terms have the following meanings: "Agreement" means this binding agreement; "Parties" means Party A and Party B; "Confidential Information" means all information disclosed in connection with this Agreement that is designated confidential or that reasonably should be understood to be confidential.

### 2. SCOPE OF AGREEMENT

The Parties agree to cooperate in accordance with the terms outlined in this Agreement and any attachments or schedules forming part of this Agreement.

### 3. TERM

This Agreement commences upon execution by both Parties and will remain in force until terminated in accordance with clause 12.

### 4. PAYMENT TERMS

All payments required under this Agreement shall be made in Australian Dollars (AUD) as specified in any schedule or invoice provided by a Party.

### 5. CONFIDENTIALITY

Each Party undertakes to keep confidential all Confidential Information received from the other Party and not to disclose such information except as permitted herein.

### 6. INTELLECTUAL PROPERTY

All intellectual property rights created or arising under this Agreement shall be owned as specified in applicable

schedules or otherwise by the Party creating such rights.

## **7. WARRANTIES AND REPRESENTATIONS**

Each Party represents and warrants that it has full power and authority to enter into this Agreement, and that its obligations hereunder do not conflict with any other agreement.

## **8. LIABILITY**

Neither Party shall be liable to the other for any indirect, incidental, or consequential damages arising from or related to this Agreement.

## **9. INDEMNITY**

Each Party agrees to indemnify and hold harmless the other Party against any claims, losses, damages, or expenses arising out of its breach of this Agreement.

## **10. TERMINATION**

Either Party may terminate this Agreement by providing written notice to the other Party if the other Party breaches any material provision and fails to cure the breach within a reasonable period.

## **11. DISPUTE RESOLUTION**

The Parties will attempt to resolve any dispute arising under this Agreement through good faith negotiations. If unresolved, disputes will be referred to mediation or arbitration in accordance with Australian law.

## **12. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia. The Parties submit to the exclusive jurisdiction of courts located in the State of New South Wales, Australia.

## **13. ASSIGNMENT**

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

## **14. FORCE MAJEURE**

Neither Party shall be liable for failure to perform any obligation where such failure is due to causes beyond their reasonable control, including acts of God, government restrictions, natural disasters, or other unforeseen events.

## **15. NOTICES**

All notices under this Agreement must be in writing and delivered personally, by registered mail, or by electronic means capable of evidencing delivery, to the addresses set out herein or as otherwise notified.

## **16. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior agreements, negotiations, and understandings, whether written or oral.

## **17. AMENDMENTS**

No amendment to this Agreement shall be valid unless it is in writing and signed by both Parties.

## **18. SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## **19. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**20. SIGNATURES**

The Parties have caused this Agreement to be executed by their duly authorised representatives as of the date of signing.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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