

# WRITTEN AGREEMENT

## PARTIES:

This Agreement is made between:

Party A (Name): \_\_\_\_\_

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

Contact Number/Email: \_\_\_\_\_

Party B (Name): \_\_\_\_\_

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

Contact Number/Email: \_\_\_\_\_

## RECITALS

WHEREAS, the Parties wish to enter into this Written Agreement (the "Agreement") to set forth their respective rights and obligations in relation to the matters described herein. NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings: "Agreement" means this written agreement including any schedules and annexures. "Party" means either Party A or Party B as the context requires. "Confidential Information" means all information disclosed between the Parties that is designated as confidential or that ought reasonably to be considered confidential.

### 2. OBLIGATIONS OF THE PARTIES

2.1 Party A agrees to perform the following obligations as specified in this Agreement. 2.2 Party B agrees to perform the following obligations as specified in this Agreement. 2.3 Both Parties shall cooperate and act in good faith to fulfill the terms of this Agreement.

### 3. PAYMENT TERMS

Any payments due under this Agreement shall be made in Australian Dollars (AUD) by the method and schedule mutually agreed upon by the Parties. Payment shall be considered made only when cleared into the recipient's nominated account.

### 4. TERM AND TERMINATION

4.1 This Agreement commences upon execution by both Parties and continues until all obligations are fulfilled unless terminated earlier in accordance with this Agreement. 4.2 Either Party may terminate this Agreement by providing written notice to the other Party if the other Party materially breaches any term and fails to remedy that breach within a reasonable period. 4.3 Termination does not affect any rights or liabilities accrued prior to termination.

### 5. CONFIDENTIALITY

Each Party agrees to keep confidential all Confidential Information received from the other Party and not to disclose it to any third party, except as required by law or with the prior written consent of the other Party. This obligation survives the termination of this Agreement.

## **6. LIABILITY AND INDEMNITY**

6.1 Neither Party shall be liable to the other for any indirect, special, or consequential damages arising out of or in connection with this Agreement. 6.2 Each Party indemnifies the other against all claims, losses, damages, liabilities, costs, and expenses arising out of any breach of this Agreement by the indemnifying Party.

## **7. DISPUTE RESOLUTION**

If any dispute arises out of or in connection with this Agreement, the Parties shall attempt to resolve it amicably through good faith negotiations. If unresolved, the dispute may be submitted to mediation or arbitration under the laws of Australia.

## **8. 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 the courts of the relevant state or territory of Australia.

## **9. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

## **10. AMENDMENTS**

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

## **11. SEVERABILITY**

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

## **12. COUNTERPARTS**

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

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Original source of this document:

<https://legaltemplates-au.com/written-agreement/>

Did you find this template helpful?

Find more updated templates at:

<https://legaltemplates-au.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.  
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.  
It is recommended to consult a legal professional for each specific case.