

DEED OF AGREEMENT

Parties: _____

Party A (First Party):

Full Name or Company Name: _____

ABN / ACN (if applicable): _____

Address: _____

Contact Details (Phone / Email): _____

Party B (Second Party):

Full Name or Company Name: _____

ABN / ACN (if applicable): _____

Address: _____

Contact Details (Phone / Email): _____

Recitals:

A. Party A and Party B wish to enter into this Deed of Agreement (the "Agreement") to record their mutual intentions and obligations in connection with the matters set out below. B. This Agreement is executed as a deed and is intended to create a legally binding and enforceable obligation between the Parties under the laws of Australia.

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following definitions apply: "Business Day" means a day that is not a Saturday, Sunday or public holiday in the relevant state of Australia. Headings are for convenience only and do not affect interpretation.

2. Agreement to be Bound

The Parties agree to be legally bound by the terms of this Agreement, which is executed as a deed and is effective upon execution by both Parties.

3. Obligations of the Parties

Each Party agrees to perform their respective obligations as set out in this Agreement and any attached Schedules or annexures, acting in good faith and in accordance with applicable laws.

4. Payment Terms

Details of payments to be made by any Party under this Agreement are set out in Schedule 1. All payments shall be made in Australian Dollars (AUD) unless otherwise specified.

5. Confidentiality

Each Party agrees to keep confidential all information received from the other Party in connection with this Agreement and not to disclose such information except as required by law or with prior written consent.

6. Warranties and Representations

Each Party represents and warrants that it has the power and authority to enter into this Agreement, and that the execution of this Agreement does not breach any other agreement or law.

7. Liability and Indemnity

Except as expressly provided, neither Party shall be liable for any indirect, incidental or consequential loss. Each Party indemnifies the other against losses arising from breach of this Agreement.

8. Term and Termination

This Agreement commences upon execution and continues until terminated by mutual agreement or as otherwise provided herein. Termination shall not affect accrued rights or liabilities.

9. Notices

Any notice given under this Agreement must be in writing, sent by hand delivery, pre-paid post, or email to the addresses specified by the Parties.

10. Governing Law and Jurisdiction

This Agreement is governed by the laws of the Commonwealth of Australia and the state or territory where the Agreement is performed. The Parties submit to the exclusive jurisdiction of the courts of that state or territory.

11. Dispute Resolution

The Parties agree to attempt to resolve disputes amicably through negotiation or mediation before commencing any court proceedings.

12. Entire Agreement

This Agreement, including any Schedules and annexures, embodies the whole agreement between the Parties and supersedes all prior agreements.

13. Amendments

No amendment to this Agreement is effective unless made in writing and signed by both Parties.

14. Severability

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

15. Execution as Deed

This Agreement is executed as a deed and does not require consideration to be binding.

16. Counterparts

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

17. Assignment

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

18. Compliance with Laws

Each Party must comply with all applicable laws and regulations relevant to the performance of this Agreement.

19. Force Majeure

Neither Party is liable for delay or failure to perform due to causes beyond reasonable control, including natural disasters, acts of government, or industrial disputes.

20. Further Assurance

Each Party agrees to execute all further documents and do all acts necessary to give full effect to this Agreement.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____
Name: _____
Position (if applicable): _____
Date: _____

Signature: _____
Name: _____
Position (if applicable): _____
Date: _____

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