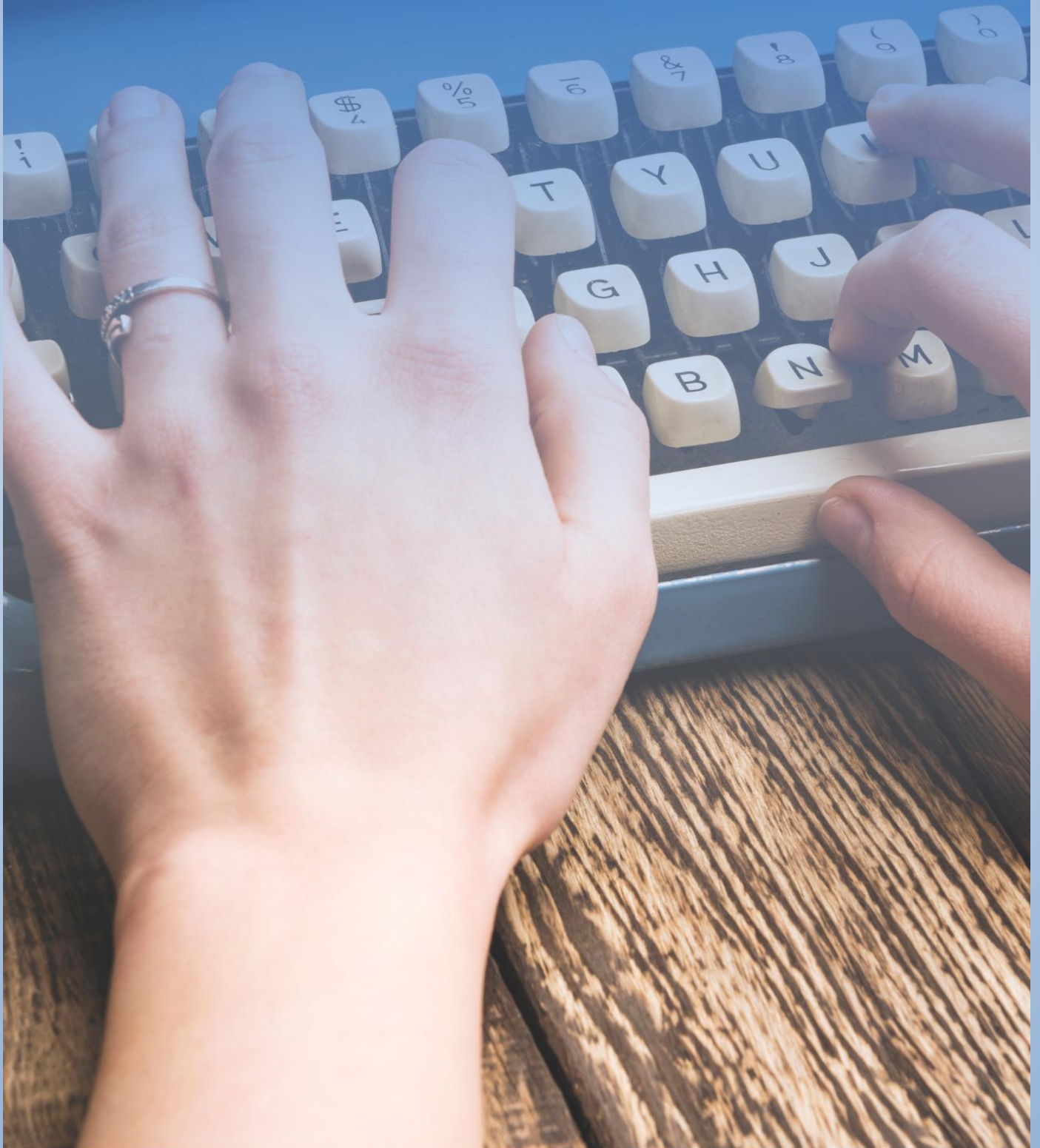


# VIEW SAMPLE



**BETWEEN**

of ("Plaintiff")

**AND**

of ("Defendant")

**RECITALS**

- A. agreed to sell and agreed to purchase certain goods.
- B. sold and delivered the goods to .
- C. failed to pay for the goods and owes a debt to of \$ for the goods sold ("Debt").
- D. The parties enter into this document to record, amongst other things, the terms under which the Debt is to be paid.

**1. Definitions and Interpretation**

In the interpretation of this Deed, unless inconsistent with the subject or context each of the expressions defined in Part 1 of **Error! Reference source not found.** shall have the meaning there assigned to it and the provisions of Part 2 of **Error! Reference source not found.** shall apply.

**2. Terms of Settlement**

- 2.1 Subject to the terms of this Deed, will pay a total of \$ to by direct deposit to their nominated bank account in equal monthly instalments of \$ ("Settlement Monies").
- 2.2 The first instalment is to be paid on with each instalment being remitted every 4 weeks thereafter. Time is of the essence.

**3. Release and Discharge**

Upon satisfaction of clause 2 each party forever releases and discharges each other party from all existing and future actions, causes of action, potential causes of action, suits, rights, claims, expenses, losses, proceedings and demands of whatsoever nature, including, without limitation, any claim for costs, interest or indemnity, wherever and however arising, known or unknown, which arise out of the Debt.

#### **4. Bar to Actions**

Except for proceedings to enforce the terms of this Deed, this Deed operates as an absolute bar to all claims threatened, brought or attempted to be brought by or in the name of the parties to this Deed against any other party to this Deed arising out of or in connection with the Debt.

#### **5. No Admission of Liability**

The parties agree and acknowledge that this Deed is entered into without any admission of liability on the part of either party or on the part of any person acting on behalf of either party, save the debt referred to in recital C.

#### **6. GST**

The parties acknowledge that GSTR2001/4 applies to this settlement and that GST is not payable in respect of this Deed.

#### **7. Confidentiality**

##### **7.1 No Disclosure**

The parties must not disclose or announce to any person and must not permit or procure any other person to disclose or announce to any person the existence or details of negotiations leading to this Deed, provisions of this Deed or any matters relating to this Deed.

##### **7.2 Exceptions**

Clause 7.1 does not apply to:

- (a) any disclosure required by law;
- (b) any disclosure required by any applicable stock exchange listing rules;
- (c) disclosure to solicitors, barristers or other professional advisers under a duty of confidentiality; or
- (d) disclosure to a banker or other financial institution relevant to a party, to the extent required for the purpose of raising funds or maintaining compliance with credit arrangements, if such banker or financial institution first gives a binding covenant to the other parties to maintain confidentiality, in form and substance satisfactory to the other parties.

##### **7.3 No Merger**

This clause will survive the termination of this Deed.