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# AGREEMENT LETTER

## 1. Parties

This **Agreement Letter** ("**Agreement**" hereinafter) has been signed by and between the following parties;

**Party 1**

**Party 2**

## 2. Subject and Scope of Agreement

The subject and the scope of this Agreement is as follows;

## 3. Term of Agreement

The term of this Agreement is \_\_\_\_\_, starting from \_\_\_\_\_ until \_\_\_\_\_, unless earlier terminated in accordance with the terms of this Agreement.

This Agreement may be renewed by mutual written consent of the parties, before the original expiration date.

Either party may terminate this Agreement prior to the end of the term upon \_\_\_\_\_ written notice to the other party. In case of material breach of the Agreement, non-breaching party may immediately terminate the Agreement with a written notice.

#### 4. Pricing and Payment Schedule

For the goods/services that covered under this Agreement, pricing and payment schedule are as follows;

	Due Date	Amount
Initial Payment		
1st Payment		
2nd Payment		
Final Payment		

Any late payment shall be subject to a late payment fee of \_\_\_\_\_% on the outstanding balance, or the maximum amount allowed by law, whichever is lower. In case of non-payment for two or more installments, the payment-receiver party reserves the right to suspend or terminate its services under this Agreement until full payment is received.

#### 5. Miscellaneous

**Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

**Amendments.** No modification or amendment of this Agreement shall be effective unless it is in writing and signed by both parties.

**Assignment.** Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

**Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

**Waiver.** The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of future enforcement of that right or provision. Any waiver must be in writing and signed by the party granting the waiver.

**Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered or certified mail (postage prepaid, return receipt requested), or by a recognized courier service, to the addresses indicated in the first page of this Agreement.

**Force Majeure.** Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from circumstances beyond the party's reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, strikes, lockouts, or other labor disturbances.

**Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of \_\_\_\_\_.

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**Party 1**

**Name**

**Date**

**Signature**

**Party 2**

**Name**

**Date**

**Signature**

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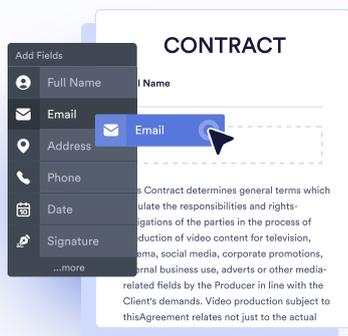


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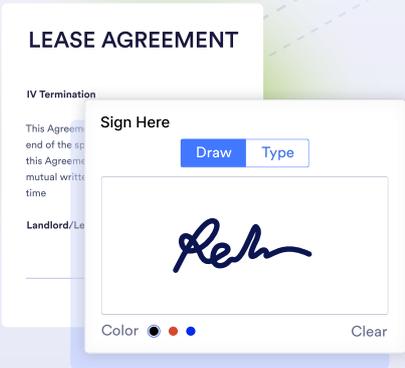
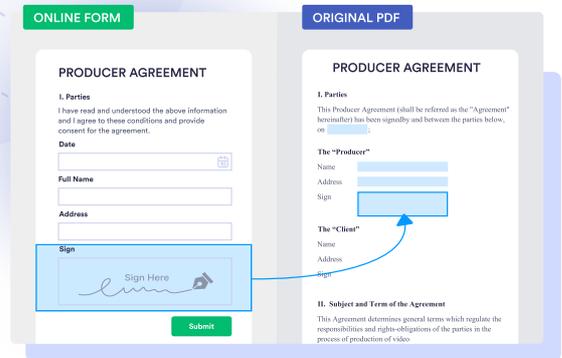
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