

LOAN AGREEMENT (NSW)

Parties:

Lender Name: _____

Lender Address: _____

Borrower Name: _____

Borrower Address: _____

Loan Details:

Principal Amount: _____ AUD

Interest Rate (% per annum): _____

Loan Term (months): _____

Repayment Schedule: _____

1. Definitions

In this Agreement, unless the context otherwise requires, the following definitions apply: "Agreement" means this Loan Agreement including all schedules and annexures; "Borrower" means the party borrowing the loan; "Lender" means the party lending the money; "Loan" means the principal sum advanced by the Lender under this Agreement.

2. Loan Amount and Disbursement

The Lender agrees to loan the Borrower the Principal Amount specified above. The Loan will be disbursed to the Borrower upon execution of this Agreement or on such other date as agreed in writing by the parties.

3. Interest

Interest on the outstanding principal amount will accrue daily at the specified Interest Rate and be payable in accordance with the Repayment Schedule.

4. Repayment

The Borrower shall repay the Loan principal and accrued interest according to the agreed Repayment Schedule. Early repayment is permitted without penalty unless otherwise agreed.

5. Security

This Loan is [secured/unsecured]. If secured, the Borrower grants the Lender a security interest over the assets described in the attached Security Schedule, pursuant to the Personal Property Securities Act 2009 (Cth).

6. Default

If the Borrower fails to make any payment when due or breaches any obligation under this Agreement, the Lender may declare the entire outstanding Loan amount immediately due and payable. The Borrower must pay all costs of enforcement, including legal fees on an indemnity basis.

7. Representations and Warranties

Each party represents that it has the power and authority to enter into this Agreement and that the Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms.

8. Governing Law and Jurisdiction

This Agreement is governed by the laws of the State of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts of New South Wales.

9. Privacy

The parties consent to the collection, use, and disclosure of personal information as necessary for the administration of this Agreement, in accordance with applicable privacy laws.

10. Notices

All notices under this Agreement must be in writing and delivered by hand, post, or email to the addresses specified above or as otherwise notified in writing.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

12. Amendments

Any amendment or variation to this Agreement must be in writing and signed by both parties.

13. Counterparts

This Agreement may be executed in any number of counterparts, each of which is an original and together constitute one instrument.

14. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will continue in full force and effect.

15. Costs

Each party will bear their own costs in relation to the preparation, negotiation, and execution of this Agreement unless otherwise agreed.

16. Waiver

Failure or delay by a party to enforce any provision of this Agreement will not operate as a waiver of that provision or any other rights.

17. Assignment

The Borrower may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Lender.

18. Further Assurance

Each party agrees to execute any further documents and do all things reasonably necessary to give effect to this Agreement.

19. Acknowledgement

The Borrower acknowledges having read and understood this Agreement and sought independent legal advice if desired.

20. Execution

Executed as an Agreement by the parties as evidenced by their signatures below.

LENDER'S SIGNATURE

BORROWER'S SIGNATURE

Signature: _____

Signature: _____

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