

LOAN AGREEMENT

Location: _____ Date: _____

Lender Information:

Full Name/Entity: _____

Address: _____

Phone/Email: _____

Borrower Information:

Full Name/Entity: _____

Address: _____

Phone/Email: _____

Loan Details:

Principal Amount: _____ AUD

Interest Rate (per annum): _____

Repayment Schedule: _____

Loan Term: _____

Clause 1 – Definitions

Terms used in this Agreement have the meanings ascribed to them herein or as customary in loan agreements under Victorian law.

Clause 2 – Loan and Disbursement

The Lender agrees to lend the Principal Amount to the Borrower on the terms set out in this Agreement. The Borrower agrees to accept the loan and repay it according to the terms herein.

Clause 3 – Interest

Interest shall accrue on the outstanding Principal Amount at the Interest Rate specified above, calculated daily on a 365-day year basis and payable in accordance with the Repayment Schedule.

Clause 4 – Repayment

The Borrower shall repay the loan in accordance with the Repayment Schedule. All payments shall be made without set-off or deduction to the Lender's nominated account.

Clause 5 – Prepayment

The Borrower may prepay the loan in whole or in part at any time without penalty, provided that all accrued interest to the date of prepayment is paid.

Clause 6 – Security

This loan is unsecured unless otherwise specified in a separate security agreement executed by the parties.

Clause 7 – Default

If the Borrower fails to make any payment when due or breaches any term of this Agreement, the Lender may declare

the entire outstanding amount immediately due and payable.

Clause 8 – Enforcement Costs

The Borrower agrees to indemnify the Lender for all reasonable costs and expenses incurred in enforcing this Agreement, including legal fees on a full indemnity basis.

Clause 9 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria, Australia applicable to agreements wholly performed therein.

Clause 10 – Notices

All notices under this Agreement shall be in writing and delivered by hand, prepaid mail, or electronic means to the addresses provided by the parties.

Clause 11 – Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the loan and supersedes all prior negotiations and agreements, whether written or oral.

Clause 12 – Amendments

No amendment or variation of this Agreement shall be effective unless in writing and signed by both parties.

Clause 13 – Severability

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

Clause 14 – Waiver

No waiver of any breach or default shall constitute a waiver of any subsequent breach or default.

Clause 15 – Counterparts

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

Clause 16 – Assignment

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

Clause 17 – Confidentiality

The parties agree to keep the terms and existence of this Agreement confidential except as required by law or agreed by the other party.

Clause 18 – Privacy

The parties agree to handle personal information in compliance with applicable Australian privacy laws.

Clause 19 – Dispute Resolution

The parties agree to attempt to resolve any disputes arising out of this Agreement through mediation before commencing legal proceedings.

Clause 20 – Further Assurances

The parties agree to execute all further documents and do all acts reasonably required to give full effect to this Agreement.

LENDER'S SIGNATURE

BORROWER'S SIGNATURE

Signature: _____

Signature: _____

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