

# BINDING FINANCIAL AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

First Party (Creditor) Full Name: \_\_\_\_\_

First Party Address: \_\_\_\_\_

Contact Number / Email: \_\_\_\_\_

## Second Party (Debtor) Information:

Second Party Full Name: \_\_\_\_\_

Second Party Address: \_\_\_\_\_

Contact Number / Email: \_\_\_\_\_

## Agreement Details:

Principal Amount (AUD): \_\_\_\_\_

Interest Rate (% per annum): \_\_\_\_\_

Payment Schedule and Terms: \_\_\_\_\_

Security Provided (if any): \_\_\_\_\_

## Clause 1 – Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings assigned to them herein. Terms not defined shall be given their ordinary and natural meaning.

## Clause 2 – Agreement to Lend and Borrow

The Creditor agrees to lend and the Debtor agrees to borrow the Principal Amount on the terms set forth in this Agreement.

## Clause 3 – Interest

Interest shall accrue on the Principal Amount at the specified Interest Rate per annum, calculated daily and payable according to the Payment Schedule.

## Clause 4 – Payment Schedule

The Debtor shall pay amounts due in accordance with the Payment Schedule set out above. All payments shall be made in Australian dollars by the agreed method.

## Clause 5 – Security Interest

If security is provided pursuant to this Agreement, the Debtor grants the Creditor a security interest in the specified collateral, subject to the Personal Property Securities Act 2009 (Cth). The Debtor consents to the registration of a financing statement on the Personal Property Securities Register.

## Clause 6 – Representations and Warranties

Each Party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, the Agreement is legally binding and enforceable, and entering into the Agreement does not violate any other agreement or law.

**Clause 7 – Default**

The Debtor shall be in default if it fails to make any payment when due or breaches any other term of this Agreement. Upon default, the Creditor may declare the entire outstanding amount immediately payable and exercise any rights or remedies available at law, including enforcement of security.

**Clause 8 – Enforcement Costs**

The Debtor agrees to pay all costs and expenses incurred by the Creditor in enforcing this Agreement, including legal fees on a solicitor-client basis.

**Clause 9 – Governing Law and Jurisdiction**

This Agreement is governed by the laws of the Commonwealth of Australia and the State or Territory specified herein. The parties submit to the exclusive jurisdiction of the courts of that jurisdiction.

**Clause 10 – Notices**

All notices shall be in writing and deemed received when delivered personally; by prepaid post; or by email with confirmed transmission to the addresses specified in this Agreement or as otherwise notified.

**Clause 11 – Confidentiality**

The Parties agree to keep confidential all information received under this Agreement, except as required by law or agreed between the parties in writing.

**Clause 12 – Entire Agreement**

This Agreement constitutes the entire agreement between the Parties relating to the subject matter and supersedes all prior agreements and understandings.

**Clause 13 – Amendments**

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

**Clause 14 – Severability**

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

**Clause 15 – Counterparts and Electronic Execution**

This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original and all of which together constitute one and the same instrument.

**Clause 16 – No Waiver**

Failure or delay by a Party to enforce any right or remedy shall not be construed as a waiver thereof.

**Clause 17 – Assignment**

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

**Clause 18 – Force Majeure**

Neither Party shall be liable for any delay or failure to perform caused by events beyond their reasonable control.

**Clause 19 – Relationship of Parties**

Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship.

**Clause 20 – Execution**

The Parties have executed this Agreement as a binding financial agreement between them.

**CREDITOR'S SIGNATURE**

**DEBTOR'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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