

# FINANCIAL BINDING AGREEMENT

Parties: \_\_\_\_\_

## Lender Information:

Full Name / Entity: \_\_\_\_\_

ABN / ACN (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Borrower Information:

Full Name / Entity: \_\_\_\_\_

ABN / ACN (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Loan Details:

Loan Amount (AUD): \_\_\_\_\_

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

Loan Term: \_\_\_\_\_

Repayment Schedule: \_\_\_\_\_

## Clause 1 – Purpose

This Agreement sets out the terms and conditions under which the Lender agrees to loan the Borrower the principal sum specified above, and the Borrower agrees to repay the Loan in accordance with the terms herein.

## Clause 2 – Loan Amount and Disbursement

The Loan Amount shall be disbursed to the Borrower upon execution of this Agreement unless otherwise agreed in writing. The Borrower acknowledges receipt of the Loan Amount as stated.

## Clause 3 – Interest

Interest shall accrue on the outstanding principal balance at the annual rate specified above, calculated daily and payable as specified in the Repayment Schedule.

## Clause 4 – Repayment Terms

The Borrower shall repay the Loan in accordance with the Repayment Schedule. Early repayments are permitted without penalty. All payments shall be made in Australian Dollars to the account designated by the Lender.

## Clause 5 – Security

This Loan is (secured / unsecured). If secured, the Borrower grants the Lender a security interest over the collateral described as follows: \_\_\_\_\_. The Borrower agrees to execute all necessary documents to perfect the security interest.

## Clause 6 – Default

In the event of default, including but not limited to non-payment when due, insolvency, or breach of any term herein,

the Lender may declare the entire outstanding principal and accrued interest immediately due and payable and exercise all rights and remedies available at law or equity.

**Clause 7 – Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Australia. The parties submit to the exclusive jurisdiction of the courts of the relevant state or territory in Australia.

**Clause 8 – Notices**

All notices under this Agreement must be in writing and delivered personally, by registered mail, or by email to the addresses specified above or as updated in writing by either party.

**Clause 9 – Confidentiality**

Both parties agree to maintain the confidentiality of all terms and information contained in this Agreement, except as required by law, court order, or with prior written consent of the other party.

**Clause 10 – Amendments**

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

**Clause 11 – Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior discussions, negotiations, and agreements.

**Clause 12 – Severability**

If any provision of this Agreement is found to be invalid, illegal or unenforceable, that provision shall be severed without affecting the validity of the remaining provisions.

**Clause 13 – Waiver**

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

**Clause 14 – Assignment**

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

**Clause 15 – Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

**Clause 16 – Legal Compliance**

Each party warrants that it will comply with all applicable laws, regulations, and statutes relevant to this Agreement and its performance.

**Clause 17 – Dispute Resolution**

The parties agree to attempt to resolve any disputes arising out of or in connection with this Agreement through good faith negotiations prior to commencing any legal proceedings.

**Clause 18 – Execution and Binding Effect**

This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

**LENDER'S SIGNATURE**

**BORROWER'S SIGNATURE**

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

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

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