

SECTION 90C FINANCIAL AGREEMENT

Location: _____ Agreement No.: _____

Parties to the Agreement:

Lender (Secured Party) Full Name / Entity: _____

Address: _____

Contact Phone/Email: _____

Borrower (Debtor) Full Name / Entity: _____

Address: _____

Contact Phone/Email: _____

Secured Property Description:

Description of Collateral / Security: _____

Serial No., VIN, or Identification No.: _____

Location of Secured Property: _____

Loan Details:

Principal Amount Secured (AUD): _____

Interest Rate (% per annum): _____

Payment Schedule / Frequency: _____

Loan Term (Months): _____

Default and Enforcement:

If the Borrower defaults in the payment of any amount or breaches any obligation under this Agreement, the Lender may exercise all rights and remedies available under the Personal Property Securities Act 2009 (Cth) and other applicable laws, including but not limited to repossession, sale of secured property, and enforcement of security interests. Borrower agrees to indemnify Lender for all reasonable costs and expenses incurred in enforcing this Agreement.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the state or territory in which the Lender's address is located. The parties submit to the exclusive jurisdiction of the courts of that state or territory.

Security Interest Registration:

The Lender may register a financing statement or financing change statement in the Personal Property Securities Register (PPSR) in respect of the security interest created by this Agreement. The Borrower will provide all necessary information and cooperation to facilitate such registration.

Representations and Warranties:

Each party represents and warrants that it has full power and authority to enter into this Agreement, that this Agreement constitutes its legal, valid and binding obligation, and that entering into this Agreement does not violate any other agreement.

Confidentiality:

The parties agree to keep confidential all information received from the other in connection with this Agreement, except as required by law or with prior written consent.

Severability:

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

Entire Agreement:

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior discussions, agreements, or understandings.

Amendments:

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

Execution:

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

LENDER'S SIGNATURE

BORROWER'S SIGNATURE

Signature: _____

Signature: _____

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