

BINDING FINANCIAL AGREEMENT

Parties: _____

Lender Information:

Full Legal Name: _____

Address: _____

Contact (Phone/Email): _____

Borrower Information:

Full Legal Name: _____

Address: _____

Contact (Phone/Email): _____

Loan Details:

Principal Amount (USD): _____

Interest Rate (% per annum): _____

Loan Term (Months): _____

Payment Schedule: _____

1. Loan Agreement

The Lender agrees to lend the Borrower the Principal Amount specified above, and the Borrower agrees to repay the loan under the terms and conditions contained herein.

2. Interest

Interest shall accrue on the outstanding principal balance at the annual rate specified above, calculated on a 365-day year basis, and payable according to the payment schedule.

3. Repayment

The Borrower shall make payments of principal and interest in accordance with the Payment Schedule set forth above, without demand or notice.

4. Prepayment

The Borrower may prepay all or any part of the loan principal at any time without penalty or premium.

5. Default

If the Borrower fails to make any payment when due, the entire unpaid principal and accrued interest shall become immediately due and payable at Lender's option. The Borrower shall be responsible for all costs of collection, including reasonable attorney's fees.

6. Security Interest

This loan is secured by the collateral described in the attached security agreement, which is incorporated herein by reference.

7. Representations and Warranties

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

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to conflict-of-law principles.

9. Notices

All notices under this Agreement shall be in writing and delivered personally, by certified mail, or by nationally recognized overnight courier to the Parties at their respective addresses.

10. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations.

11. Amendments

No amendment or modification of this Agreement will be effective unless in writing and signed by all Parties.

12. Severability

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

13. Waiver

Failure or delay by any Party to enforce any right or remedy shall not constitute a waiver of that right or remedy.

14. Counterparts

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

15. Binding Effect

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

16. Assignment

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

17. Confidentiality

The Parties agree to keep all terms and conditions of this Agreement confidential except as required by law or necessary to enforce its terms.

18. Dispute Resolution

Any disputes arising under this Agreement shall be resolved first through good faith negotiation, and if unsuccessful, through binding arbitration in accordance with the rules of the American Arbitration Association.

19. No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties and does not confer any rights or remedies upon any other person.

20. Signatures

The Parties have executed this Agreement as of the date of their respective signatures below.

LENDER'S SIGNATURE

BORROWER'S SIGNATURE

Signature: _____

Signature: _____

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