SHAREHOLDER LOAN AGREEMENT

Location: ______________________________ Date: ______________________________

Lender Information:

Full Name: ______________________________

Address: ______________________________

Phone/Email: ______________________________

Borrower Information:

Full Legal Name: ______________________________

Type of Entity/Individual: ______________________________

Address: ______________________________

Phone/Email: ______________________________

Loan Details:

Principal Amount: ______________________________ USD

Interest Rate: ______________________________ % per annum

Loan Term: ______________________________ Months

Payment Schedule: ______________________________

Prepayment Terms: ______________________________

Section 1 – Loan Agreement

The Lender agrees to loan to the Borrower, and the Borrower agrees to borrow from the Lender, the Principal Amount specified herein, subject to the terms and conditions set forth in this Agreement.

Section 2 – Interest

The unpaid principal balance of the Loan shall bear interest at the Interest Rate specified above, calculated on the basis of a 365-day year and actual days elapsed. Interest accrues from the date of disbursement until the Loan is paid in full.

Section 3 – Repayment

Borrower shall repay the Loan in accordance with the Payment Schedule set forth herein. Payments shall be applied first to accrued interest and then to principal. All payments shall be made in lawful money of the United States of America.

Section 4 – Prepayment

Borrower may prepay the Loan in whole or in part at any time without penalty unless otherwise stated in the Prepayment Terms. Any partial prepayment shall not postpone the due date of any subsequent payments unless agreed in writing.

Section 5 – Use of Loan Proceeds

Borrower agrees to use the Loan proceeds solely for the purpose disclosed to the Lender. Any change in use requires prior written consent of the Lender.

Section 6 – Representations and Warranties

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

Section 7 – Default

The occurrence of any of the following events shall constitute an Event of Default: (a) Borrower fails to make any payment within ____ days of its due date; (b) Borrower breaches any other term or condition of this Agreement and fails to cure within ____ days of notice; (c) Borrower becomes insolvent or files for bankruptcy; or (d) any representation or warranty made by Borrower proves to be false or misleading.

Section 8 – Remedies Upon Default

Upon the occurrence of an Event of Default, Lender may declare the entire unpaid principal balance, accrued interest, and all other amounts payable hereunder immediately due and payable. Lender shall have all rights and remedies available at law or in equity, including but not limited to foreclosure on any collateral securing this Loan.

Section 9 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of __________, without regard to its conflict of laws principles.

Section 10 – Notices

All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed duly given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt to the addresses set forth above or to such other addresses as either party may designate by notice.

Section 11 – Amendments

This Agreement may be amended only by a written agreement signed by both parties.

Section 12 – Waivers

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving compliance. No failure or delay in exercising any right or remedy shall operate as a waiver thereof.

Section 13 – Severability

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

Section 14 – Entire Agreement

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

Section 15 – 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 and the same instrument.

Section 16 – Confidentiality

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

Section 17 – Assignment

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

Section 18 – No Partnership

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

Section 19 – Costs and Expenses

Each party shall bear its own costs and expenses incurred in connection with the negotiation, execution, and performance of this Agreement.

Section 20 – Signatures

The parties have executed this Shareholder Loan Agreement as of the date first written above.

LENDER'S SIGNATURE	**BORROWER'S SIGNATURE**
Signature: ___________________________	Signature: ___________________________