

NEW ZEALAND LOAN AGREEMENT

Location: _____ Date: _____

PARTIES

Lender Name: _____

Lender Address: _____

Borrower Name: _____

Borrower Address: _____

LOAN DETAILS

Principal Amount (NZD): _____

Interest Rate (per annum): _____

Repayment Schedule: _____

Loan Term: _____

CLAUSES

Clause 1 – Loan and Disbursement

The Lender agrees to loan the Borrower the Principal Amount stated above, subject to the terms and conditions contained in this Agreement. The Loan will be disbursed to the Borrower upon execution of this Agreement.

Clause 2 – Interest

Interest on the outstanding Principal Amount shall accrue at the Interest Rate stated above, calculated on a daily basis and payable according to the Repayment Schedule.

Clause 3 – Repayment

The Borrower shall repay the Loan in accordance with the Repayment Schedule specified above, which forms part of this Agreement. Early repayment of the Loan, in whole or in part, may be made without penalty.

Clause 4 – Security

This Loan is secured by the collateral specified in the attached Schedule. The Borrower grants the Lender a security interest in such collateral to secure repayment of the Loan.

Clause 5 – Borrower's Representations and Warranties

The Borrower represents and warrants that all information provided to the Lender is true, accurate, and complete, and that the Borrower has the authority to enter into this Agreement and grant the security interest.

Clause 6 – Default

If the Borrower fails to make any payment when due, or breaches any other term of this Agreement, the Lender may declare the entire outstanding Principal Amount and accrued interest immediately due and payable.

Clause 7 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of New Zealand without regard to its conflict of law provisions.

Clause 8 – Notices

All notices under this Agreement shall be in writing and delivered by hand, post, or electronic means to the addresses specified above or as otherwise notified in writing.

Clause 9 – Entire Agreement

This Agreement, including all Schedules and attachments, constitutes the entire agreement between the parties. Any amendments must be in writing and signed by both parties.

Clause 10 – Severability

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

Clause 11 – Waiver

No waiver of any breach shall be deemed a waiver of any subsequent breach.

Clause 12 – Counterparts

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

Clause 13 – Confidentiality

The parties agree to keep the terms of this Agreement confidential except as required by law or with the prior written consent of the other party.

Clause 14 – Assignment

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

Clause 15 – Costs and Expenses

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

Clause 16 – Remedies Cumulative

The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

Clause 17 – Force Majeure

Neither party shall be liable for any delay or failure to perform due to causes beyond their reasonable control, including but not limited to natural disasters, strikes, or governmental actions.

Clause 18 – Execution and Delivery

The parties warrant that they have the necessary power and authority to enter into this Agreement and that execution and delivery have been duly authorized.

Clause 19 – Interpretation

Headings are for convenience only and shall not affect interpretation. Words importing the singular include the plural and vice versa.

Clause 20 – Dispute Resolution

The parties agree to attempt to resolve disputes amicably. If unresolved, disputes shall be settled by arbitration in accordance with the Arbitration Act 1996 (NZ).

LENDER'S SIGNATURE

BORROWER'S SIGNATURE

Signature: _____

Signature: _____

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