

UNSECURED PROMISSORY NOTE

Principal Amount: _____ USD _____

PARTIES:

Borrower Name: _____

Borrower Address: _____

Lender Name: _____

Lender Address: _____

PROMISE TO PAY:

FOR VALUE RECEIVED, the undersigned Borrower hereby unconditionally promises to pay to the order of the Lender the Principal Amount specified above in lawful money of the United States of America, without set-off or counterclaim, payable upon demand at the address of the Lender or at such other place as the Lender may designate in writing.

INTEREST:

This Promissory Note shall bear interest on the unpaid principal balance at a rate of _____ percent (____%) per annum, calculated on a 365-day year basis, from the date of this Note until paid in full.

PAYMENT TERMS:

The Borrower shall pay the entire outstanding principal and accrued interest in one lump sum payment upon demand by the Lender. No partial payments are required unless agreed otherwise in writing.

PREPAYMENT:

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

DEFAULT:

Upon the occurrence of an Event of Default, including Borrower's failure to pay any amount due under this Note within ___ days after demand, the entire unpaid principal balance and accrued interest shall become immediately due and payable at the option of the Lender. Events of Default include, but are not limited to, Borrower's insolvency, bankruptcy, or failure to perform any obligation under this Note.

REMEDIES:

Upon default, the Lender shall have all rights and remedies available at law or in equity, including the right to collect costs of collection and reasonable attorneys' fees incurred in enforcing this Note.

GOVERNING LAW:

This Note shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflicts of law principles.

WAIVER OF JURY TRIAL:

Each party hereby waives any right to a trial by jury in any action or proceeding arising out of or relating to this Note.

SEVERABILITY:

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

ENTIRE AGREEMENT:

This Note constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.

SIGNATURES:

BORROWER'S SIGNATURE

LENDER'S SIGNATURE

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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