Intercompany Loan Agreement

This **Intercompany Loan Agreement** (“***Agreement***”) is entered into as of _____ ("***Effective Date***") by and between the following parties:

Lender

_____

_____ _____

_____ _____ _____ _____

_____ _____

Borrower

_____

_____ _____

_____ _____ _____ _____

_____ _____

Lender and Borrower are each a “***Party***” and together the “***Parties.***”

Recitals

WHEREAS, the Parties are affiliated entities within the _____ group of companies;

WHEREAS, Borrower has requested financing from Lender for the purpose described in this Agreement; and

WHEREAS, Lender is willing to provide that financing subject to the terms below.

In consideration of the mutual promises in this Agreement, the Parties agree as follows:

1. Loan

Lender agrees to lend Borrower a principal amount of up to _____ (“***Loan***”). Borrower shall use the Loan solely for _____.

The Loan is unsecured. Borrower acknowledges that the Loan is a binding repayment obligation and shall repay all amounts due in accordance with this Agreement.

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2. Funding

Lender shall fund the Loan on or before _____ by wire transfer or another method agreed in writing by the Parties.

The Parties shall maintain records showing each amount advanced under the Loan, including the date, amount, and payment method. Those records will be evidence of the outstanding principal balance unless shown to be incorrect.

3. Interest

Interest shall accrue on the outstanding principal balance of the Loan at a fixed annual rate of _____ %. Interest shall be calculated on the basis of a 365-day year and the actual number of days elapsed.

Accrued interest shall be paid _____, beginning on _____. Any unpaid accrued interest will remain due and payable with the principal balance on the Maturity Date.

4. Repayment

Borrower shall repay the Loan according to the following schedule:

Payment Date	Principle Payment	Interest Payment	Total Payment

The remaining unpaid principal, accrued interest, and any other amounts due under this Agreement shall be paid in full on _____ ("***Maturity Date***").

Borrower may prepay all or part of the Loan at any time without penalty. Any prepayment shall first be applied to accrued and unpaid interest and then to principal.

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5. Payment Method

All payments under this Agreement shall be made in [ ] by wire transfer or another method specified by Lender in writing. Borrower shall make payments without setoff, counterclaim, deduction, or withholding except where required by applicable law.

If Borrower is required by law to withhold an amount from a payment, Borrower shall promptly notify Lender and provide reasonable supporting documentation.

6. Borrower Representations

Borrower represents and warrants that:

- Borrower is duly organized, validly existing, and authorized to enter into and perform this Agreement.
- The execution and performance of this Agreement have been properly authorized by Borrower's required internal approvals.
- This Agreement constitutes a valid and binding obligation of Borrower, subject to applicable laws affecting creditors' rights and equitable remedies.
- Borrower's execution and performance of this Agreement do not violate its organizational documents, any applicable law, or any material agreement binding on Borrower.

7. Lender Representations

Lender represents and warrants that:

- Lender is duly organized, validly existing, and authorized to enter into and perform this Agreement.
- The execution and performance of this Agreement have been properly authorized by Lender's required internal approvals.
- Lender has the authority to make the Loan on the terms set out in this Agreement.

8. Borrower Covenants

Borrower shall use the Loan only for the Permitted Purpose. Borrower shall maintain complete and accurate accounting records relating to the Loan and shall provide Lender with reasonable information about the Loan upon request.

Borrower shall promptly notify Lender if it becomes aware of an event that materially affects its ability to repay the Loan when due.

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9. Default

Each of the following is an event of default:

- Borrower fails to make a payment when due and does not cure that failure within _____ business days after receiving written notice from Lender.
- Borrower materially breaches this Agreement and does not cure the breach within _____ business days after receiving written notice from Lender.
- Borrower becomes insolvent, enters liquidation, makes an assignment for the benefit of creditors, or becomes subject to a bankruptcy, insolvency, or similar proceeding.
- A representation or warranty made by Borrower in this Agreement is materially inaccurate when made.

10. Remedies

Upon an event of default, Lender may declare all outstanding principal, accrued interest, and other amounts due under this Agreement immediately due and payable by written notice to Borrower.

Lender's failure to exercise a right or remedy immediately does not waive that right or remedy. All rights and remedies under this Agreement are cumulative and may be exercised separately or together.

11. Taxes and Transfer Pricing

Each Party shall be responsible for its own tax obligations arising from this Agreement. The Parties intend that the interest rate, terms, and administration of the Loan reflect terms that are appropriate for transactions between related entities, taking into account applicable tax and transfer-pricing requirements.

Each Party shall maintain documentation reasonably necessary to support the treatment of the Loan for accounting, tax, and regulatory purposes.

12. Records and Accounting Treatment

Each Party shall record the Loan accurately in its books and records. The Parties shall reconcile the outstanding principal and accrued interest balance at least _____.

No modification, waiver, forgiveness, capitalization, or conversion of any amount under this Agreement shall be effective unless documented in writing and approved by both Parties.

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13. Confidentiality

Each Party shall keep the terms of this Agreement and related financial information confidential, except where disclosure is required by law, regulation, audit requirements, financing arrangements, or the internal reporting requirements of the corporate group.

14. Notices

Any notice under this Agreement must be in writing and delivered personally, by recognized courier, or by email to the addresses indicated in this Agreement, or to another address designated in writing. A notice is effective upon receipt.

15. Assignment

Neither Party may assign or transfer its rights or obligations under this Agreement without the other Party's prior written consent, except that Lender may assign its rights to another entity within the same corporate group upon written notice to Borrower.

16. Amendments

Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.

17. Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the Loan and replaces all prior discussions, communications, and understandings relating to the Loan.

18. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will continue in effect. The Parties shall replace the affected provision with a valid provision that most closely reflects its original intent.

19. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____, without regard to its conflict-of-law rules.

The Parties shall first attempt in good faith to resolve any dispute arising from this Agreement through discussions between authorized representatives. If the dispute is not resolved within _____ days, either Party may pursue available legal remedies in the courts located in _____.

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20. Counterparts and Electronic Signatures

This Agreement may be signed in counterparts, each of which is treated as an original and all of which together form one agreement. Electronic signatures and electronically delivered copies of signed documents are valid and enforceable to the extent permitted by applicable law.

Signatures

The Parties have executed this Agreement through their authorized representatives as of the Effective Date.

Lender

Name

Date

Signature

Borrower

Name

Date

Signature

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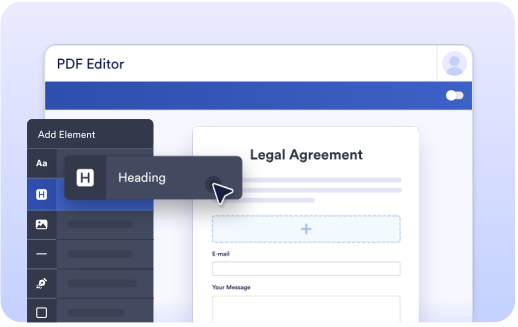
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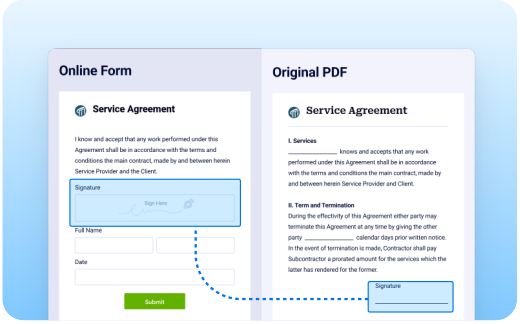
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