**loan Agreement**

|  |  |
| --- | --- |
| Place: | [insert information] |
| Date: | [insert information] |

This loan agreement (the **Agreement**) is entered between the following parties:

**the lender**

|  |  |
| --- | --- |
| Company name / name and surname: | [insert information] |
| Registration number / identity code / date of birth: | [insert information] |
| Registered address / residential address: | [insert information] |
| represented by legal / authorised representative:[[1]](#footnote-1) | |
| [name and surname] | |

**The borrower**

|  |  |
| --- | --- |
| Company name: | [insert information] |
| Registration number: | [insert information] |
| Registered address: | [insert information] |
| represented by legal / authorised representative: | |
| [name and surname] | |

The Lender and the Borrower collectively referred to as the “**Parties**” and individually a “**Party**”, conclude the following Agreement:

1. **Definitions**

The terms used in the Agreement shall have the following meanings:

|  |  |
| --- | --- |
| **Loan** | EUR [number]. |
| **Interest** | [number]% per annum from the outstanding amount of the Loan. |
| **Disbursement Date** | [date]. |
| **Repayment Date** | [date]. |
| **Lender’s Bank Account** | [bank name, bank account number, SWIFT]. |
| **Borrower’s Bank Account** | [bank name, bank account number, SWIFT]. |

1. **subject of the Agreement**

The Lender lends to the Borrower the Loan and the Borrower undertakes to repay the Loan in accordance with the terms and conditions of the Agreement.

1. **disbursement of the Loan**

The Loan shall be disbursed to the Borrower in 1 (one) instalment not later than on the Disbursement Date. The Loan shall be deemed duly granted when it is credited to the Borrower’s Bank Account.

1. **interest**
   1. The Borrower shall pay to the Lender the Interest. For the avoidance of doubt, interest on the Interest amount shall not accrue.
   2. The Interest will be calculated for the period from disbursement of the Loan to the Borrower until full and due repayment of the Loan.
   3. For the purpose of the Interest calculation, a year shall consist of 365 (three hundred sixty-five) days and a month shall consist of the number of calendar days.
   4. The Interest accrued on the Loan shall be paid by the Borrower on the Repayment Date. In the event the Loan is repaid in parts, the Interest accrued on the part of the Loan repaid shall be paid together with the part of the Loan repaid.
2. **repayment of the loan**
   1. The Borrower must repay the Loan in full amount and all accrued Interest to the Lender not later than on the Repayment Date by a transfer to the Lender’s Bank Account.
   2. The Borrower may at any time repay the Loan or part thereof and/or accrued Interest earlier without additional fees.
3. **Miscellaneous**
   1. The Agreement constitutes the full and entire understanding and agreement between the Parties regarding the subjects hereof and supersedes any agreement or understanding between the Parties prior to signing of the Agreement.
   2. In case any of the provisions of the Agreement becomes or appears to be invalid or unlawful, it shall not affect the validity, lawfulness or enforceability of the remaining provisions hereof, and the Parties shall make their best efforts to replace such provision within reasonable time with another provision that complies with the applicable laws and is the most similar to the original provision and aim of the Parties.
   3. Any amendments to the Agreement shall be made in writing and signed by the Parties.
   4. The Agreement shall be governed by the laws of the Republic of Latvia. Any disputes arising from and in connection with the Agreement shall be resolved by way of negotiations. If the Parties are not able to reach an agreement, the respective dispute or claim shall be resolved by the courts of the Republic of Latvia.
   5. The Agreement is prepared in English in 2 (two) copies, 1 (one) shall remain with the Lender, 1 (one) with the Borrower.

|  |  |  |
| --- | --- | --- |
| On behalf of the Lender / the Lender:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **[name and surname]** |  | On behalf of the Borrower:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **[name and surname]** |

1. This section should be deleted if the Lender is a natural person. [↑](#footnote-ref-1)