



An Alternative To Conventional Bank Loans

Thank you for your interest in our Lending program, one of the largest private Lending firm. We specialize in short-term & Long-term secured loans for many situations, including Mutual funds, Business Financing, Personal Loans, Commercial Loans for Companies and private Individuals, Real Estate Financing, Hard Money Loans, Equity & Debt Financing, Bridge Loans, Energy and Oil Rig Financing, Equipment Financing & Construction Loans.

We recognize the importance of speed, and that loans must often be structured around each client's unique set of financial circumstances. Our program has been providing lightning- fast service and creative funding solutions throughout the world, and with our international lending program, we have closed loans in Canada, Spain, Fiji, Australia, Belize, Mexico, Asia and other few countries.

These Standard Terms and Conditions set out the terms you are offering to enter into a loan contract with us.

It is important that you read the invitation letter and these terms and conditions carefully and keep them for future reference. Once you have made the offer and we have accepted it.

1. Definition

The Loan

The Loan If I accept this contract, I will lend you the amount of credit you have offered to borrow.

This amount is stated on the contract under "Total Amount of Credit". You authorize me to distribute the loan in the way set out under "Who I will pay your loan to" this could be the same day. The total amount, including interest which you will have to pay is set out under "Total amount of repayments"

**Immediate Response | Flexible Loan Structures | Minimal Documentation
3-5 Day Closings | Brokers Protected**



2. How is interest calculated?

I calculate interest payable by you by applying the daily percentage rate of interest to the unpaid daily balances under this contract. The unpaid daily balance is the amount you owe me at the end of any particular day (Pacific Time), and is the difference between all amounts credited and all amounts debited to your account at the end of the day on any particular day. The daily percentage rate is determined by dividing the annual percentage rate by 365. This interest accrues daily and is debited to your account calendar monthly in arrears immediately after the last day of each calendar month. If you payout all the monies owing under this contract, then interest for the period from the last debit date up to but excluding the payout date will be debited on the payout date. Under this contract, accrued interest debited on a day will not include interest relating to that day.

3. Repayment

You must repay the Total Amount of Credit plus the interest charges by monthly repayments. The amount of each repayment is stated under "Amount of each repayment". You must pay the first repayment on the date stated under "Repayments". After that, you must pay a repayment on the same day of each following month. You must make the number of repayments stated under "Number of repayments" for the period stated under "Period of repayments (loan term)", and pay the balance owing under this contract on the date the final payment is due. You agree not to deduct anything from any such repayment. This means you cannot deduct anything that you claim we owe or could in the future owe you. You must make payments to us by any of the following methods;

- in person, at my address shown on the front of this contract document
- by direct debit bank transfer
- by telephoning my office with your credit card details

4. Cost

Borrowers is subjected to the Loan Origination cost for the loan processing before the loan can be set aside for disbursement to borrower designated Bank account. The Loan Origination cost is calculated in a fixed percentage rate of 1%.

5. Termination of Loan

may, at any time after any amount of the Loan granted to the Borrower is cancelled by the Borrower or deemed by us to be cancelled resulting in the net loan amount of the Loan being reduced to less than \$100, terminate the Loan by notice to the Borrower, in which event all obligations and liabilities there under shall become immediately due and payable.

Notwithstanding any other provision in these Terms and Conditions, in the event that the each bi-monthly installment payable by the Borrower under the Loan is less than (\$100 for any reason what so ever, I may at any time thereafter terminate the Loan by notice to the Borrower, in which event all obligations and liabilities there under shall become immediately due and payable.

6. Things you must not do

You must not;

- commit an act of bankruptcy; or
- fail to pay me on time any money you have to pay me under this contract; or
- pay any repayment/s with a check, direct debit or other instrument that is subsequently dishonored by a bank; or
- fail to comply with any condition of this loan contract; or
- Make any material false or misleading representation.

7. I may end this contract in certain circumstances

I am entitled to give you a written notice requiring you to correct any default of this contract. If you don't do the things specified in the written notice within 30 days I can require you to pay me whatever money you owe to me under this contract. The money you owe to me includes the unpaid balance of the loan, any other accrued interest, any fees and charges due and owing and any enforcement expenses. If the law does not require me to do so, I do not have to give you a written notice before I can require you to pay me whatever money you owe to me under this contract. In addition, subject to the Consumer Credit Code, I may exercise my other rights under this contract, and any right available to me under law.

8. Setting up your loan

Things you must have done

We only have to lend you the amount of credit if you:

- We have conducted our assessment and accepted your offer;
- have paid us all the credit fees and charges that we require you to pay, or made arrangements for their payment which are satisfactory to us;
- have told us the purpose of the loan, which we have advised you is an acceptable purpose, and this purpose has not changed;
- are not in default under this loan contract;
- have signed any borrowers acknowledgement we require as part of the application process; and
- have met any other special conditions in the loan contract

9. Drawdown

We need three working days notice to arrange for the amount of credit to be made available to you in your nominated account, or by any other method agreed with us. If you tell us by letter we need five working days.

- You may only borrow the amount of credit in a single borrowing, unless we agree otherwise.
- You must request the amount of credit to be paid into your nominated account (or by any other method agreed with us) no more than 90 days after the date of this loan contract, unless we

agree on a later date. If you do not request payment of the amount of credit within this time we do not have to provide the amount of credit

10. Default

Events of default

You are in default if:

- a. you do not pay all amounts payable under this loan contract on time;
- b. you are in breach of any other provision of this loan contract;
- c. a statement you made in your application for credit or in Section 11 is false, misleading or inaccurate;
- d. all or any part of this loan contract becomes void, unenforceable or of limited force or effect;
- e. you die;
- f. you become or are deemed to be unable to pay your debts or an order is made for the management of your affairs under any law relating to mental health;
- g. any execution, attachment or other process is issued or enforced against any of your assets and is not set aside within seven days; or
- h. you use any part of the amount of credit for a purpose that differs from the purpose set out in your application for credit or a purpose otherwise agreed by us.

What we may do if you are in default

If you are in default, we may, after complying with any notice or other requirements under law:

- a. demand immediate repayment of the entire remaining loan balance and any other amounts owing under this loan contract; and
- b. exercise our rights under this loan contract.

11. Enforcement expenses

Enforcement expenses may become payable under this contract in the event of a breach. I may debit these expenses to your account. They will become immediately due for payment once debited.

Enforcement expenses may include solicitors' legal costs and the reasonable expenses of my staff and my facilities incurred in relation to any enforcement.

12. Change of circumstances and address

You must tell me promptly if you change your residential or postal address, or if you think there is any information that I should be aware of about your ability to comply with this contract.

13. Notices

Any notice or demand given by me under this contract or required by law may be given in writing, can be signed by any of my officers, and can be delivered personally or by email to the address you have nominated for delivery of notices, or if no such address has been nominated by you, your email address as last known to me. Any such notice or demand shall be deemed to have been received by you when it would have been delivered in the ordinary course of post.

14. Joint and several liabilities

If you are two or more persons, your obligations as debtors are both joint and several.

15. Date of Contract

This contract takes effect on the date that you accept your offer to borrow.

16. Assignment

I may deal with, assign or transfer to any person or company any of my rights and interests under this contract.

17. Consumer Credit Code and other laws

To the extent that any provisions or parts of this loan contract are inconsistent with the Consumer Credit Code or other laws, they will be deleted so that the rest of the contract shall remain valid and enforceable. All disclosures under this contract are made on the basis of assumptions permitted by the Consumer Credit Code.

18. Information

The Borrower shall supply us immediately upon request all requested details, information, materials, and explanation (except information of a proprietary nature) regarding the operations and finances of the Borrower as may be reasonably required from time to time.

19. Governing Law

The Loan shall be governed by and construed according to the Law of Arizona that apply to agreements made and performed, without regard to its choice of law provisions.

20. Privacy

Your privacy is important to us. We observe the United State Privacy Principles and the Privacy Act 1988 (Cth).