**This Loan Agreement** (this “AGREEMENT”) is entered into on this day (“AGREEMENT DATE”) between [Lender], [reg.no], [address], [email] (“LENDER”); and [Borrower], [reg. no], [address], [email] (“BORROWER”).

The LENDER and the BORROWER are individually referred to as a “PARTY” and jointly as the “PARTIES”.

1. **BACKGROUND INFORMATION**
   1. The BORROWER is currently in need of additional capital. The LENDER is willing to provide the BORROWER with such additional capital for the purpose of [ ].
   2. In consideration of the foregoing, the PARTIES have entered into this AGREEMENT.
2. **LOAN AMOUNT**
   1. The LENDER hereby grants the BORROWER a loan in the total amount of [SEK/EUR] [ ] (“LOAN AMOUNT”).
   2. The LOAN AMOUNT shall be paid by the LENDER to bank account no. [ ] in bank [bank] on [date] (“DAY OF LOAN”).
3. **REPAYMENT**

The BORROWER hereby undertakes to, unconditionally and irrevocably, repay the LOAN AMOUNT including accrued interest in accordance with the terms of this AGREEMENT.

1. **INTEREST** 
   1. The LOAN AMOUNT shall carry INTEREST of [ ] per cent. per annum (the “INTEREST”).
   2. The INTEREST shall be paid from the DAY OF LOAN up and until the LOAN AMOUNT (including accrued but unpaid INTEREST) has been repaid in full. When calculating the INTEREST, a year shall consist of 360 days.
   3. The INTEREST shall be paid by the BORROWER monthly in arrears on the last banking day of each month. The first INTEREST payment day shall be [insert date].
2. **INSTALMENTS**
   1. The LOAN AMOUNT shall be repaid by monthly instalments. Each Instalment shall be [insert amount] and such Instalment shall be paid by the BORROWER to the LENDER on the last banking day of each month. The first instalment shall be paid by the BORROWER to the LENDER on [insert date].
3. **BANK ACCOUNT AND DELAY INTEREST**
   1. Payment of INTEREST and Instalment shall be made to bank account no. [ ] in bank [bank] on [date].
   2. In case of late payment of INTEREST and Instalment, the BORROWER shall, in addition to the INTEREST and Instalment, pay delay interest in accordance with the Swedish Interest Act (Sw: Räntelagen) on such delayed amount.
4. **TERMINATION**

The LENDER may request the immediately repayment of the LOAN AMOUNT if:

* + 1. the BORROWER is declared bankrupt, is liquidated, suspends its payments, enters into composition arrangements with its creditors or otherwise is found to be insolvent; or
    2. the BORROWER is in breach of any of its undertakings, including, but not limited to payment of interest or instalment, hereunder and has not remedied such breach within fourteen (14) calendar days after written notice from the LENDER.

1. **ENTIRE AGREEMENT**

The PARTIES represent that with respect to the subject matter hereof, this AGREEMENT constitutes the sole and exclusive understanding of the PARTIES and supersedes all prior agreements, arrangements and understandings.

1. **AMENDMENTS**

No amendments, changes, revisions or discharges of this AGREEMENT, in whole or in part, shall have any force or effect unless set forth in writing and duly signed by both PARTIES.

1. **GOVERNING LAW**

This AGREEMENT shall be construed and enforced in accordance with and governed by the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this AGREEMENT, or the breach, termination or invalidity thereof, shall be settled by the courts of Sweden.

This AGREEMENT has been executed in two (2) originals, of which the PARTIES have received one (1) each.

Date: Date:

Place: Place:

[COMPANY NAME] [COMPANY NAME]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

[Proprieborgen är ett sätt för långivaren att trygga återbetalning av lånet. Proprieborgen innebär att långivaren kan kräva återbetalning av antingen låntagaren eller den som gått i borgen efter det att skulden förfallit till betalning. Andra sätt att trygga återbetalning är att låntagaren ställer säkerhet eller pantsätter någon tillgång (en värdefull maskin, en fastighet, företagsinteckningar etc.). Naturligtvis kan borgen och säkerhet kombineras. Detta avtal innehåller inga skrivningar kopplat till säkerhet eller pant. Prata med en jurist för att få avtalet kompletterat.]

We, the undersigned, hereby unconditionally and irrevocably guarantee as for our own debt (Sw: Proprieborgen) any claim or demand the LENDER may have on the BORROWER as a result of or under this AGREEMENT.

Place:

Date:

[COMPANY NAME]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: