

Digital Asset Collateral Agreement

This Digital Asset Collateral Agreement ("Agreement") is entered into on [Date] by and between [Lender Name], (â€œLenderâ€), and [Borrower Name], (â€œBorrowerâ€).

1. Definitions

- **Digital Assets:** Cryptocurrencies or other blockchain-based tokens listed in Appendix A.
- **Secured Obligations:** All obligations owed by Borrower to Lender as described in this Agreement.
- **Collateral:** Digital Assets pledged by Borrower under Section 3.

2. Grant of Security Interest

Borrower hereby grants to Lender a first-priority security interest in the Collateral as continuing security for the Secured Obligations.

3. Description and Delivery of Collateral

- Borrower shall deliver to Lender the Digital Assets listed in Appendix A.
- Collateral shall be held in the designated wallet address: [Wallet Address].
- Borrower represents Collateral is free of other security interests.

4. Representations and Warranties

- Borrower has full authority and lawful right to pledge the Collateral.
- All Collateral is owned free and clear of encumbrances.
- Compliance with all applicable laws regarding Digital Assets.

5. Events of Default

- Failure by Borrower to perform repayment or other obligations.
- Breach of warranties, representations, or covenants.
- Insolvency or bankruptcy of Borrower.

6. Remedies

- Upon default, Lender may liquidate, transfer, or otherwise dispose of all or part of the Collateral.
- Lender may apply proceeds to the Secured Obligations.

7. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of [Governing Law Jurisdiction]. Both parties submit to the courts of said jurisdiction.

8. Miscellaneous

- This Agreement constitutes the full understanding between the parties on the subject herein.
- No amendment is valid unless in writing and signed by both parties.

Important Notes

- This template is for sample purposes only and does not constitute legal advice.
- Digital asset collateral agreements are subject to rapidly evolving regulations.
- Use only with full understanding of digital asset custody and transfer risks.

- Independent legal counsel should review any collateral agreement.

Lender: [Name]

Date: _____

Borrower: [Name]

Date: _____