

THIS MEMORANDUM OF UNDERSTANDING is a loan guarantee and is dated and

the HEADS OF TERMS ("HOT") for

BY:

- (1) <<Name of Borrower>> [a company registered in England under number <<Company Registration Number>> with its registered office at] OR [of] <<insert Address>> ("Borrower") and
- (2) <<Name of Lender>> [a company registered in England under number <<Company Registration Number>> with its registered office at] OR [of] <<insert Address>> ("Lender") and
- (3) <<Name of Guarantor>> [a company registered in England under number <<Company Registration Number>> with its registered office at] OR [of] <<insert Address>>] [AND <<Name of Guarantor>> [a company registered in England under number <<Company Registration Number>> with its registered office at] OR [of] <<insert Address>>] [together with <<Name of Guarantor>> [a company registered in England under number <<Company Registration Number>> with its registered office at] OR [of] <<insert Address>>] ("Guarantor")

England under number <<Company Registration Number>> with its registered office at] OR [of] <<insert Address>>

England under number <<Company Registration Number>> with its registered office at] OR [of] <<insert Address>>

registered in England under number <<Company Registration Number>> with its registered office at] OR [of] <<insert Address>>

1. Definitions

In this HOT, the following expressions shall have the following meanings:

following meanings:

"Guarantee"

the Guarantee described in Clause 3 and the Detailed Terms of this HOT;

"Detailed Terms"

the Detailed Terms, conditions, and other terms set out in the Guarantee, including the Commercial Terms if and when agreed, and set out in the Guarantee;

"Commercial Terms"

the Commercial Terms of the Guarantee which are set out in the Guarantee, this HOT being those terms which the Parties have agreed in principle. The definitive version of the Commercial Terms, if and when agreed, will be set out in the Detailed Terms in the Guarantee;

"Loan"

the Loan to be made by the Lender to the Borrower on the above date under an agreement which may be or will be separate from the Guarantee;

"Party"

the Parties to this HOT;

2. Purpose and Status of the HOT

2.1 Except for Clauses 1 and 2, this HOT is not intended to be legally binding on the Parties;

legally binding on the Parties), this HOT is not intended to be legally binding on the Parties;

2.2 The Parties have discussed the Commercial Terms in principle, but they have not yet agreed the definitive version of the Commercial Terms. The Parties agree all of the other terms of the HOT.

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2.3 The Parties intend to negotiate, draft, and execute a written Guarantee containing the terms and conditions set forth in Clause 6 of this HOT, only if there is no other agreement between them which

this HOT, they will fully discuss, negotiate, draft, and execute the Terms, and will sign a full written Guarantee, and that, save for Clauses 5 and 6, the only agreement that comes into existence will there be no other agreement between them as a contract; and

2.4 The Parties agree that no oral or written statement, warranty, promise, or agreement made by either Party on or after the date of this HOT shall be an express term of the

agreed in Clause 6 of this HOT, no matter how made (negligent or otherwise), and no agreement (whether before, on, or after the date of this HOT) shall have effect in relation to the proposed Guarantee if it is agreed and included as an

3. Guarantee

The Guarantee will be a full and complete agreement whereby Guarantor will guarantee the repayment of the loan which is expressly covered by the Detailed Terms. The Guarantee shall govern all working arrangements, unless otherwise agreed in writing relating to such guarantee, and shall be a separate loan agreement

the agreement between the Parties shall be the only agreement of the Loan (and any other amount borrowed) by the Borrower to the Lender on the terms, conditions, and matters governing, forming, and constituting the entire agreement between the Parties (other than the terms of the Loan and the Borrower).

4. Commercial Terms

The following Commercial Terms shall apply and they will form part of the Detailed Terms:

the principle, and the definitive version of the Guarantee:

4.1 The Guarantee will be made on the date of the Lender and Borrower's agreement for the Loan;

agreed date>>] [the date on which the agreement for the Loan;

4.2 The amount of the Loan shall be the sum of money>>;

of money>>;

4.3 The above amount shall not be increased or varied during the agreement [but for the sum of money>>];

not] be increased or varied during the agreement [but for the sum of money>>];

4.4 [The Guarantee will not cover any amount/s borrowed by the Borrower before, on or after the date of the Guarantee ("Total Amount Guaranteed")];

and will not cover any other or further amount/s borrowed by the Borrower before, on or after the date of the Guarantee ("Total Amount Guaranteed")];

OR

[The Guarantee will cover the sum of money>> borrowed by the Borrower [before] [or [on] [or] [after] the date of the agreement between the Lender to the Borrower ("Total Amount Guaranteed")];

together with any other or further amount/s borrowed by the Borrower [before] [or [on] [or] [after] the date of the agreement between the Lender to the Borrower ("Total Amount Guaranteed")];

4.5 The Guarantor will not be liable for the Loan for no more than the Total Amount Guaranteed;

Guarantee for no more than the Total Amount Guaranteed;

4.6 The Guarantor must pay interest on the Loan above the base rate of the Lender from the date of the Guarantee from the date of the Guarantee, but will not be limited or with

under at [<<insert percentage>>% above the base rate of the Lender from the date of the Guarantee from the date of the Guarantee, but will not be limited or with

4.7 The Guarantor is [not] required to provide security for the Loan. [The security will

provide security for the Loan. [The security will

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- Information to each
- 6.3 None of the Parties shall be liable to the Other Parties for any inaccuracy or omission in any Confidential Information that it supplies or makes available to the Other Parties;
- 6.4 If at any time any Party provides Confidential Information to the Other Party, the Other Party shall do so promptly and shall destroy any copies it has made of the same; and
- 6.5 Each Party acknowledges that damages alone would be an inadequate remedy for breach of this Clause 6, and that an injunction, specific performance or other equitable relief, should be awarded against the defaulting Party in the event of an actual breach by it of this Clause 6 without prejudice to any other remedies that any Party may have in relation to such breach;
- 6.6 In this Clause 6
 - 6.6.1 "Data Protection Legislation" means the Data Protection Act 1998 (as amended) and any subsequent legislation which replaces or supplements it (including any amendments or regulations made under it) unless and until GDPR is no longer directly applicable in the UK, GDPR and any national and secondary legislation (as amended from time to time in the UK and subsequently 2) any other legislation which implements or gives effect to any of the above;
 - 6.6.2 "GDPR" means the General Data Protection Regulation (EU) 2016/679 General Data Protection Regulation; and
 - 6.6.3 "personal data" means personal data as defined in the Data Protection Legislation.
- 6.7 If in connection with the performance of this Agreement or otherwise processed by or on behalf of the First Party or any of the other Parties ("Confidential Information")
 - 6.7.1 for the purposes of the discussion, negotiation, drafting, and execution of this Agreement and entering into the Guarantee;
 - 6.7.2 in accordance with the requirements of Data Protection Legislation and the rights under Data Protection Legislation of each of the Other Parties and the First Party; and
 - 6.7.3 in accordance with the requirements of Data Protection Legislation of each of the Other Parties and the First Party's Privacy Notice. A copy of each of the Other Parties' Privacy Notices is available on the Schedule to this HOT and is provided to the Other Parties on or before the date of the execution of this Agreement;
- 6.8 Any personal data that the First Party shares with one or both of the Other Parties in connection with the performance of this Agreement shall be shared only in accordance with the terms of a Data Sharing Agreement entered into by the First Party and that such sharing occurs.

7. Law and Jurisdiction

- 7.1 This HOT, and the negotiations between the Parties in connection with a proposed or actual Guarantee shall be governed by, and shall be construed in accordance with, the laws of England and Wales; [and]

7.2 [Subject to Clause
between any or all of
Guarantee shall fall
[and]

controversy, proceedings or claim
his HOT or the proposed or actual
the courts of England and Wales;

7.3 [Any dispute, cont
Parties relating to th
with by means of
follows: <<set out
resolution and/or ar

claim between any or all of the
or actual Guarantee is to be dealt
solution] [and/or] [arbitration] as
g details of alternative dispute

Attach a copy of each Part

referenced in Clause 6.7.3

EITHER

[SIGNED on the above date for and
By <<Name and Title of person sig

ame of Borrower>>:

Authorised Signature]

OR

[SIGNED on the above date by <<

>>

Signature]

AND

EITHER

[SIGNED on the above date for and
By <<Name and Title of person sig

ame of Lender>>:

Authorised Signature]

OR

[SIGNED on the above date by <<

Signature]

AND

EITHER

[SIGNED on the above date for and on behalf of <<Name of Guarantor 1>>:

By <<Name and Title of person signing>>

[Authorised Signature]

OR

[SIGNED on the above date by <<Name of Guarantor 1>>

[Signature]

[AND

EITHER

[SIGNED on the above date for and on behalf of <<Name of Guarantor 2>>:

By <<Name and Title of person signing>>

[Authorised Signature]

OR

[SIGNED on the above date by <<Name of Guarantor 2>>

[Signature]]

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