

THIS AGREEMENT is dated

The Lender has agreed to provide the Borrower with an unsecured term loan.

PARTIES

- (1) _____ incorporated and registered in England and Wales
 with company number, _____, whose registered office is at

 (the **Borrower**); and
- (2) YesGrowth Limited incorporated and registered in England and Wales with company number 8540463 whose business office is 83 Victoria Street, London SW1H 0HW (the **Lender**).

Details of Loan

Loan Amount	
Arrangement Fee (deducted from loan)	2% of loan amount
Loan Term	Months
Interest Rate	% per month
Total interest payable	
Total amount payable (capital + interest)	
Loan Repayment Schedule	<p>The following payments are to be made from the Borrower's bank account to be available on the date shown at the nominated bank account of the Lender.</p> <ol style="list-style-type: none"> 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12.

Borrower's Bank Details Bank Name Account Name Account Number Sort Code	
Business Address of Borrower (if different from registered address shown above)	
Lender's Bank Account Number Lender's Bank Sort Code	83906892 40 35 34
Business Address of Lender	83 Victoria Street, London, SW1H 0HW

Conditions precedent

1. Constitutional Documents

- 1.1 A copy of the resolutions duly passed by the Borrower's board of directors:
- (a) approving the entry into, and terms of, and transactions contemplated by, this Agreement;
 - (b) authorising a specified person to execute this on its behalf, to give notices and take all other action in connection with this Agreement ;
 - (c) confirming no limit on the powers of the Borrower or its directors to borrow money would be exceeded by its entry into or performance of its obligations under this Agreement; and
 - (d) confirming that entry into this Agreement is in the commercial interests of the Borrower (stating the reasons for such conclusion).

2. Finance Documents and Financial Information

- 2.1 This Agreement duly executed by the Borrower.
- 2.2 Within 14 working days of receipt of funds provide verification that the loan repayment schedule, as described in Schedule 1, has been arranged with the Borrower's bank

3. Other documents and evidence

- 3.1 Provision of all information required by the Lender to enable it to comply with all "know your customer" or similar identification procedures under all applicable laws and regulations.

Covenants

1. Covenants

The Borrower covenants with the Lender that, as from the date of this Agreement until all its liabilities under this Agreement have been discharged:

- 1.1 It will deliver to the Lender's Representative:
 - (a) within 15 days after the end of each month, a summary of its sales revenues, gross margin and EBT (operating profit before tax) for the month together with the month end bank cash balance.
 - (b) promptly such financial or other information as the Lender's Representative may, from time to time, reasonably request relating to the Borrower or its business; and
 - (c) promptly, all notices or other documents dispatched by the Borrower to its shareholders (or any class of them) or to its creditors generally.
- 1.2 It will promptly, after becoming aware of them, notify the Lender of any litigation, arbitration or administrative proceedings or claim of the kind described in clause 10.7.
- 1.3 It will procure that any of its unsecured and unsubordinated obligations and liabilities under this Agreement rank, and will rank, at least *pari passu* in right and priority of payments with all its other unsecured and unsubordinated obligations and liabilities, present or future, actual or contingent, except for those obligations and liabilities mandatorily preferred by law of general application to companies.
- 1.4 It will promptly notify the Lender of any Potential Event of Default or Event of Default (and the steps, if any, being taken to remedy it) promptly on becoming aware of its occurrence.
- 1.5 If the Lender is obliged for any reason to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower will, promptly on the request of the Lender or the Lender's Representative, supply (or procure the supply of) such documentation and other evidence as is reasonably requested in order for the Lender to be able to carry out, and be satisfied that it has complied with, all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in this Agreement.
- 1.6 It will carry on and conduct its business in a proper and efficient manner and will not make any substantial change to the general nature or scope of its business as carried on at the date of this Agreement.
- 1.7 It will not sell, assign, lease, transfer or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, its assets.
- 1.8 It will not incur or permit to subsist, without the prior written consent of the Lender, any obligation for additional borrowing or raising of finance or incur any additional Indebtedness in any manner or form whatsoever.

THIS AGREEMENT HAS BEEN ENTERED INTO ON THE DATE STATED AT THE BEGINNING OF IT.

Executed by YesGrowth Limited

AGREED TERMS

1. Background

The Lender has agreed to provide the Borrower with an unsecured term loan.

2. The Facility

The Lender grants to the Borrower the Loan on the terms, and subject to the conditions, of this Agreement.

3. Purpose

3.1 The Borrower shall use all money borrowed under this Agreement for the purposes of its business activities only.

3.2 The Lender is not obliged to monitor or verify how any amount advanced under this Agreement is used.

4. Drawing

Within five (5) Business Days of the Borrower having complied with the provisions of Schedule 2 to the satisfaction of the Lender, the Lender will remit the Loan to the Borrower's bank account set out in Schedule 1.

5. Conditions precedent

5.1 This clause 5 is inserted solely for the benefit of the Lender.

5.2 The Lender is not obliged to lend, until the Lender has confirmed to the Borrower that it has received all the documents and evidence specified in Schedule 2, in the form and containing the information that it requires.

5.3 Subject to clause 5.2, the Lender will only be obliged to pay the Loan if, on the date of payment of the Loan:

- (a) the representations and warranties in clause 10 are true and correct in all material respects and will be true and correct in all material respects immediately after the Lender has made the Loan; and
- (b) no Event of Default or Potential Event of Default is continuing or would result from the Loan.

6. Interest

6.1 The Borrower shall pay interest on the Loan at the rate and on the dates set out in Schedule 1.

6.2 If the Borrower fails to make any payment due under this Agreement on the due date for payment, interest on the unpaid amount shall accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment), at 2% above the rate specified in clause 6.1.

7. Costs

7.1 The Borrower agrees to pay the arrangement fee which will be deducted from the loan amount, both of which are set out in Schedule 1, (together with any value added tax on them) to cover the costs that the Lender incurs in connection with the negotiation and preparation and execution of the Loan and this Agreement.

7.2 The Borrower shall pay any stamp, documentary and other similar duties and taxes to which this Agreement may be subject, or give rise and shall indemnify the Lender against any losses or liabilities that it may incur as a result of any delay or omission by the Borrower in paying any such duties or taxes

8. Repayment

- 8.1 The Borrower shall repay the Loan on the date(s) set out in Schedule 1.
- 8.2 Early repayment is permitted without penalty provided that the Borrower complies with the provisions of clause 11.3.

9. Payments including tax gross-up

- 9.1 All payments made by the Borrower under this Agreement shall be in Sterling and in immediately available cleared funds to the Lender at the account set out in Schedule 1 or such other account as the Lender may notify to the Borrower.

10. Representations and warranties

The Borrower represents and warrants to the Lender on the date of this Agreement:

- 10.1 It:
- (a) is a duly incorporated limited liability company validly existing under the laws of its jurisdiction of incorporation; and
 - (b) has the power to own its assets and carry on its business as it is being conducted.
- 10.2 It has the power and authority to execute, deliver and perform its obligations under this Agreement and the transactions contemplated by it. No limit on its powers will be exceeded as a result of the borrowing contemplated by this Agreement.
- 10.3 The execution, delivery and performance of the obligations in, and transactions contemplated by, this Agreement, do not and will not contravene or conflict with:
- (a) its constitutional documents;
 - (b) any agreement or instrument binding on it or its assets or constitute a default or termination event (however described) under any such agreement or instrument; or
 - (c) any law or regulation or judicial or official order, applicable to it.
- 10.4 It has taken all necessary action and obtained all required authorisations to enable it to execute, deliver and perform its obligations under this Agreement and the transactions contemplated by it and to make it admissible in evidence in its jurisdiction of incorporation. All such authorisations are in full force and effect.
- 10.5 Its obligations under this Agreement are legal, valid, binding and enforceable in accordance with its terms.
- 10.6 No Event of Default or Potential Event of Default has occurred or is continuing, or is reasonably likely to result from taking the Loan.
- 10.7 No litigation, arbitration or administrative proceedings are taking place, pending or, to the Borrower's knowledge, threatened against it, any of its directors or any of its assets.
- 10.8 Its financial statements have been prepared in accordance with consistently applied accounting principles, standards and practices generally accepted in the UK and present a true and fair view of its financial condition and operations during the relevant accounting period and were approved by the Borrower's directors in compliance with section 393 of the Companies Act 2006.
- 10.9 The information, in written or electronic format, supplied by, or on its behalf, to the Lender or the Lender's Representative in connection with the Loan and this Agreement (including, for the avoidance of doubt, all answers to due diligence questions raised) was, at

the time it was supplied or at the date it was stated to be given (as the case may be), to the best of its knowledge and belief having made all due enquiry:

- (a) if it was factual information, complete, true and accurate in all material respects;
- (b) if it was a financial projection or forecast, prepared on the basis of recent historical information and on the basis of reasonable assumptions and was fair and made on reasonable grounds; and
- (c) if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and
- (d) not misleading in any material respect, nor rendered misleading by a failure to disclose other information,
- (e) except to the extent that it was amended, superseded or updated by more recent information supplied by, or on behalf of, the Borrower to the Lender or the Lender's Representative.

10.10 Each of the representations and warranties in this clause 10 is deemed to be repeated by the Borrower on:

- (a) the date that the Loan is actually drawn down; and
- (b) each date immediately succeeding the date on which interest is paid under this Agreement in accordance with clause 6.1, by reference to the facts and circumstances existing on each such date.

11. Events of Default

11.1 Each of the events or circumstances set out in this clause 11.1 is an Event of Default.

11.1.1 The Borrower fails to pay any sum payable under, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three Business Days of its due date.

11.1.2 The Borrower fails (other than by failing to pay), to comply with any provision of this Agreement (and if the Lender considers, acting reasonably, that the default is capable of remedy), such default is not remedied within 14 Business Days of the earlier of the Lender or the Lender's Representative notifying the Borrower of the default and the remedy required or the Borrower becoming aware of the default.

11.1.3 Any representation, warranty or statement made, repeated or deemed made by the Borrower in, or pursuant to, this Agreement is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made.

11.1.4 The Borrower stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due.

11.1.5 The value of the Borrower's assets is less than its liabilities (taking into account contingent and prospective liabilities).

11.1.6 A moratorium is declared in respect of any Indebtedness of the Borrower.

11.1.7 Any action, proceedings, procedure or step is taken for the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets.

11.1.8 Any action, proceedings or step is taken for, or the Borrower commences negotiations, or enters into, any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties).

- 11.1.9 Any event occurs in relation to the Borrower similar to those in clause 11.1.5 to clause 11.1.8 (inclusive) under the laws of any applicable jurisdiction
- 11.1.10 A distress, attachment, execution, expropriation, sequestration or another analagous legal process is levied, enforced or sued out on, or against, the Borrower's assets.
- 11.1.11 Any provision of this Agreement is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect.
- 11.1.12 The Borrower repudiates or shows an intention to repudiate this Agreement.
- 11.1.13 The Borrower ceases, or threatens to cease, to carry on all or a substantial part of its business.
- 11.2 At any time after an Event of Default has occurred which is continuing, the Lender may, by notice to the Borrower:
- (a) cancel all outstanding obligations of the Lender under this Agreement whereupon they shall be immediately be cancelled; and/or
 - (b) declare that the Loan (and all accrued interest and all other amounts outstanding under this Agreement) is immediately due and payable, whereupon they shall become immediately due and payable; and/or
 - (c) declare that the Loan be payable on demand, whereupon it shall become immediately payable on demand by the Lender.
- 11.3 The directors jointly and severally guarantee to pay personally any outstanding loan amounts (capital and interest, including penalty interest and collection costs) that the company is unable to pay. This clause shall become effective in the event of a default notice being issued or receiver or liquidator being appointed to the company or the company otherwise being wound-up.
- 11.4 The Borrower may terminate this agreement at any time without penalty by giving to the Lender 1 month's notice in writing and on expiry of such notice repaying in full the Loan and all accrued interest and all other amounts outstanding under this Agreement.

12. Calculations, accounts and certificates

- 12.1 Any interest, commission or fee under this Agreement shall accrue on a monthly basis, calculated according to the number of actual calendar months elapsed.
- 12.2 The Lender's Representative shall maintain accounts evidencing the amounts owed to the Lender by the Borrower. Entries in those accounts shall be prima facie evidence of the existence and amount of the Borrower's obligations as recorded in them.

13. Remedies, waivers, amendments and consents

- 13.1 Any amendment to this Agreement shall be in writing and signed by, or on behalf of, each party.
- 13.2 Any waiver of any right or remedy or any consent given under this Agreement is only effective if it is in writing and signed by the waiving or consenting party. It shall apply only in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 13.3 No delay or failure to exercise any right or remedy under this Agreement on the part of the Lender shall operate as a waiver of any such right or remedy or constitute an election to affirm this Agreement. No election to affirm this Agreement on the part of the Lender shall be effective unless it is in writing.

13.4 No single or partial exercise of any right or remedy under this Agreement by the Lender shall prevent any further or other exercise or the exercise of any other right or remedy under this Agreement.

13.5 Rights and remedies under this Agreement are cumulative and do not exclude any other rights or remedies provided by law or otherwise.

14. Severance

14.1 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Agreement under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.

14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification as is necessary to give effect to the commercial intention of the parties.

15. Assignment and transfer

Neither party may assign or transfer any of its rights or obligations under this Agreement.

16. Counterparts

This Agreement may be executed in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

17. Third party rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

18. Notices

18.1 Each notice or other communication required to be given under, or in connection with, this Agreement shall be:

- (a) in writing, delivered personally or sent by pre-paid first-class letter; and
- (b) sent to the address for service for the relevant party set out in Schedule 1
- (c) or to any other addresses that are notified in writing by one party to the other from time to time.

18.2 Any notice or other communication given by the Lender shall be deemed to have been received:

- (a) if given by hand, at the time of actual delivery; and
- (b) if posted, on the second Business Day following the day on which it was despatched by pre-paid first-class post.

18.3 A notice or other communication given as described in clause 18.2(a) or clause 18.2(b) on a day which is not a Business Day, or after normal business hours in the place of receipt, shall be deemed to have been received on the next Business Day.

18.4 Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

19. Governing law and jurisdiction

19.1 This Agreement and any dispute or claim arising out of, or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

19.2 The parties to this Agreement irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with this Agreement or its subject matter or formation (including noncontractual disputes or claims).

20. Definitions and interpretation

The definitions and rules of interpretation in this clause apply in this Agreement.

Business Day	a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market.
Event of Default	any event or circumstance listed in clause 11.1.
Indebtedness	any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint.
Lender's Representative	Yes Growth Limited, 83 Victoria Street, London SW1H 0HW.
Loan	the unsecured Sterling loan made or to be made by the Lender to the Borrower under this Agreement, the principal amount of which is set out in Schedule 1, or (as the context requires) the principal amount outstanding for the time being of that loan. The arrangement fee, as specified in Schedule 1, is deducted from the loan amount prior to transfer of funds.
Potential Event of Default	any event or circumstance specified in clause 11.1 which would (with the expiry of a grace period, the giving of notice, the making of any determination under this Agreement or any combination thereof) be an Event of Default.
Security	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
Sterling and £	the lawful currency of the UK.
Term	the period set out in Schedule 1 unless terminated earlier in accordance with the terms of this Agreement. Where the term 12 months is used in this agreement it means 364 days.

- Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- A reference to **this Agreement** (or any provision of it) or any other document shall be construed as a reference to this Agreement, that provision or that document as it is in force for the time being and as amended, varied or supplemented from time to time in accordance with its terms, or with the agreement of the relevant parties.
- A reference to a person shall include a reference to an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- A reference to **a person** shall include a reference to an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment, extension or

reenactment and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts.

- A reference to **writing** or **written** includes faxes but not e-mail.
- Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- A reference to an **amendment** includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).
- A reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration or resolution.
- A reference to the **Borrower** and the **Lender** shall include their respective successors, permitted transferees and permitted assigns.
- A reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any government, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- A reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the discretion of the person making it.
- A reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description.
- A reference to a clause or Schedule is to a clause of, or Schedule to, this Agreement unless the context requires otherwise.
- A reference to **continuing** in relation to an Event of Default means an Event of Default which has not been remedied or waived.

Please e-mail the completed document and any attachments to DDinfo@yesgrowth.com

