DIRECTORS' LOAN AGREEMENT

Parties:

This Agreement is made between:

1. The Company: ______________________________
2. The Director: ______________________________

Background:

The Director has agreed to lend to the Company certain sums of money on the terms set out in this Agreement. The Company has agreed to accept such loan on those terms. This Agreement sets out the terms of the loan from the Director to the Company.

1. Loan Amount

The Director agrees to lend to the Company the principal sum as agreed between the parties (the “Loan”). The Company acknowledges receipt of the Loan.

2. Interest

The Loan shall bear interest at a rate agreed in writing between the parties. Interest shall accrue daily and be payable annually or on repayment of the Loan, whichever is earlier.

3. Repayment

The Company shall repay the Loan, together with any accrued but unpaid interest, on demand by the Director or on such date(s) as agreed between the parties in writing.

4. Security

The Loan is unsecured unless otherwise agreed in writing by the parties.

5. Use of Loan

The Company shall use the Loan exclusively for its corporate purposes and in accordance with applicable laws and regulations.

6. Directors’ Obligations and Warranties

The Director represents and warrants that they have the authority to enter into this Agreement and that entering into this Agreement does not breach any other agreement or legal obligation.

7. Company’s Warranties

The Company represents and warrants that it is duly incorporated and validly existing under the laws of England and Wales, and has the power to enter into and perform this Agreement.

8. Events of Default

An event of default shall occur if: (a) the Company fails to pay any sum owing under this Agreement on the due date; (b) the Company becomes insolvent or is subject to any insolvency proceedings; or (c) any representation or warranty made by the Company is or becomes materially incorrect.

9. Consequences of Default

On occurrence of an event of default, the Director may demand immediate repayment of the outstanding Loan and accrued interest and exercise any other rights or remedies available under law or equity.

10. Amendment and Waiver

No amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

11. Notices

Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered personally or sent by pre-paid first-class post, recorded delivery, or email to the relevant party’s address as stated in this Agreement or as otherwise notified.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising out of or in connection with this Agreement.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the Loan and supersedes all prior agreements, understandings, or arrangements, whether oral or written.

14. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all counterparts together shall constitute one and the same instrument.

15. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

16. Assignment

Neither party shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.

17. Confidentiality

Each party shall keep confidential and not disclose to any third party any confidential information obtained in connection with this Agreement, except as required by law or with prior written consent.

18. Costs

Each party shall bear its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement.

19. Relationship of Parties

Nothing in this Agreement shall create a partnership, joint venture, or agency relationship between the parties.

20. Execution

The parties have executed this Agreement as of the date first written above.

COMPANY AUTHORISED SIGNATORY	**DIRECTOR'S SIGNATURE**
Signature: ___________________________	Signature: ___________________________