

#### THIS AGREEMENT is made the

#### **BETWEEN:**

- (1) <<Name of Party 1>> [a c Registration Number>> w ("Party 1") and
- (2) <<Name of Party 2>> [a o Registration Number>> wl ("Party 2")

### 1. Definitions and Interpreta

1.1 In this Memorandur requires, the followi

"Agreement"

"Assumptions"

"Commercial Terms"

"Confidential Informatio

"Detailed Terms"

"Intellectual Property Ri

igland under number <<Company at] OR [of] <<insert Address>>

gland under number <<Company at] **OR [**of] <<insert Address>>

U"), unless the context otherwise following meanings:

en signed, the written agreement Clause 2.3 of this MOU;

assumptions as are set out in subis MOU;

set out in sub-Clause 3.1 of this include, for example, the price, hature of collaboration, timescales

h to each Party, any confidential aterial concerning the business, , clients, or suppliers of the other

tailed terms, conditions, and other posed Transaction;

ghts in any patents, trade marks, gistered designs, applications (and for any of those rights) trade, mpany names, internet domain all addresses, unregistered trade e marks, rights in trade dress or goodwill or to sue for passing off, ated rights, moral rights, database rights in designs and inventions, or equivalent rights or forms of part of the world

cences, consents, orders, statutes ation to a right in paragraph (a);

ame or similar effect or nature as agraphs (a) and (b) which now or subsist; and

e for past infringements of any of as;

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- "Exclusivity / Lockout Period"
- "Preconditions"

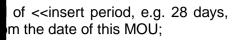
"Proposed Transaction"

"Third Party Negotiation

- 1.2 Unless the context
  - 1.2.1 "writing", an communicat similar mear
  - 1.2.2 a statute or provision as
  - 1.2.3 a Clause or
  - 1.2.4 a "Party" or
- 1.3 The headings used effect upon the inter
- 1.4 Words imparting the
- 1.5 References to any g
- 1.6 References to perso

## 2. Introduction

- 2.1 The Parties have h the Proposed Trans
- 2.2 The Parties have ye
- 2.3 The Parties intend:
  - 2.3.1 to agree the
  - 2.3.2 when they h agreement v by them;
  - 2.3.3 to sign that fulfilled and
- 2.4 Save as provided by
  - 2.4.1 only if and v agreement t which is lega
  - 2.4.2 no oral or w and no wa



preconditions as are set out in of this MOU;

description of the proposed rangements to be subsequently by a detailed Agreement>>; and

ns or negotiations with any third to making arrangements with that to or likely to be in conflict with the ption.

reference in this Agreement to:

ion, includes a reference to any nic or facsimile transmission or

is a reference to that statute or at the relevant time;

to a Clause of this MOU.

parties to this Agreement.

nvenience only and shall have no

clude the plural and vice versa. ther gender. tions.

id have agreed the main points of sout those points.

e Detailed Terms.

burse;

he Detailed Terms in a full written ing upon them if and when signed

vided that the Preconditions are ect];

NOU:

es into existence will there be an ting to the Proposed Transaction

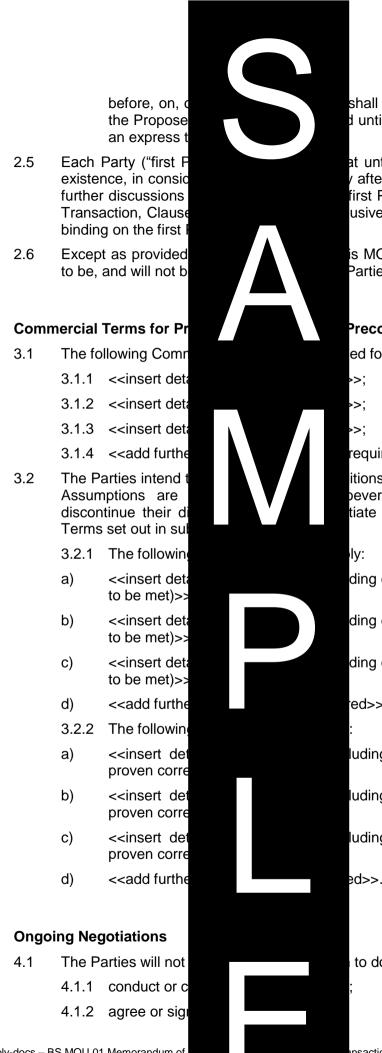
sentation (negligent or otherwise), tanding or agreement (whether

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shall be of any effect in relation to d until it is agreed and included as

at until an Agreement comes into after the above date engaging in first Party regarding the Proposed usive of this MOU shall be legally

is MOU, this MOU is not intended Parties.

# Preconditions and Assumptions

ed for the Proposed Transaction:

required>>.

itions are not fulfilled or any of the ever reason, the Parties may tiate changes to the Commercial

ding date by which Precondition is

ding date by which Precondition is

ding date by which Precondition is

luding date by which it is to be luding date by which it is to be luding date by which it is to be

to do any of the following:

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led>>.

3.

4.

- 4.1.3 satisfy any F
- 4.1.4 do anything
- 4.2 Nevertheless, but w Preconditions are fu in good faith to co reasonably possible
- 4.3 Either Party may a incurring liability to because any of th Assumptions are no
- 4.4 If either Party termi legally binding (but

## 5. Confidentiality, Intellectu

- 5.1 Each Party underta any purpose other negotiation of the A
- 5.2 Each Party underta of this MOU, disclos may disclose it:
  - 5.2.1 to those of i the purpose negotiation o with this Cla
  - 5.2.2 as may be any governn
- 5.3 Without any legal discussions, each lead the other Party information of the second secon
- 5.4 Neither Party give concerning its Conf to its accuracy or co
- 5.5 Each Party intends or makes available in any circumstance in any such informa
- 5.6 Each Party acknow Property Rights in supplied or made a shall belong to that
- 5.7 Save as necessary grants to the other Rights in any Cont shall any be implied
- 5.8 If at any time eithe Information or othe shall do so prompt

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that any Assumption is correct.

on to do so [and provided that the ons are correct] the Parties intend sign an Agreement as soon as

ritten notice to the other, without cussions for any or no reason [or t fulfilled or because any of the

Clauses in this MOU stated to be ntinue in force.

# Data Protection

e any Confidential Information for ne Proposed Transaction and the

n <<insert period>> from the date nfidential Information except that it

the Proposed Transaction and that it ensures that they comply

urt of competent jurisdiction or to prity.

in connection with the Parties' th to supply or make available to vant to the Proposed Transaction.

blied warranty or representation ther information or material, or as

formation and material it supplies trate and complete, but it shall not hy inaccuracies or incompleteness

nd shall not have any Intellectual or other information or material er Party, and that all such rights

in sub-Clause 5.1, neither Party nce under its Intellectual Property other information or material (nor

er Party to return any Confidential s provided by it, that other Party oy any copies it has made of the

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same.

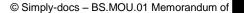
- 5.9 Each Party shall en this Clause 5.
- 5.10 In this Sub-Clause
  - 5.10.1 "Data Protect longer direct implementin amended fr legislation w
  - 5.10.2 "GDPR" me Regulation; :
  - 5.10.3 "personal da Legislation.
- 5.11 If in connection wit holds or otherwise p the other party bein Party") to do so only
  - 5.11.1 for the purp negotiation of
  - 5.11.2 in accordant the rights ur the rights un
  - 5.11.3 in accordan Party's Priva available on before the d
- 5.12 Any personal data connection with this a Data Sharing Agro occurs.

#### 6. Non-Solicitation

- 6.1 Neither Party shall MOU, (except with solicit or entice awa
  - 6.1.1 from the em that Party v relevant to the
  - 6.1.2 any custom which are re
- 6.2 Each Party shall en this Clause 6.

# 7. Exclusivity / Lockout

7.1 In consideration of t













es comply with its undertakings in

1) unless and until GDPR is no UK, GDPR and any national and secondary legislation (as the UK and subsequently 2) any

16/679 General Data Protection

as defined in the Data Protection

or Party 2 ("First Party") collects, tata then First Party undertakes to ither the Party 1 or Party 2 ("Other

Proposed Transaction and/or the

f Data Protection Legislation and Legislation of the Other Party and Legislation of any third party;

Privacy Notice. A copy of each in the Schedule to this MOU][is ovided to the Other Party on or

rst Party with the Other Party in ly in accordance with the terms of the Parties before any such sharing

rt period>> from the date of this itten consent) directly or indirectly entice away):

rty, any employee or contractor of aged in any services which are ; or

Party in receipt of any services ransaction.

es comply with its undertakings in

irther negotiations with each other

after the above dat and incurring costs negotiations], each

- 7.1.1 if, at the ab shall ensur terminated;
- 7.1.2 it shall not w
  - 7.1.2.1 encc
  - 7.1.2.2 ente lega
  - 7.1.2.3 make whic infor
- 7.1.3 it shall notif Lockout Per resume any
- 7.2 Each Party shall en this Clause 7.

## 8. Costs

Each Party shall pay an negotiation and preparation evaluation of all informatic and in connection with, the

### 9. Inadequacy of Damages

Each Party acknowledges remedy for any breach of performance, or other equiin the event of threatened of be without prejudice to any circumstances.

## 10. Third Party Rights

Only a Party to this MOU s

## 11. Law and Jurisdiction

- 11.1 This MOU, and the Proposed Transac connection with the contractual dispute associated therewit the laws of England
- 11.2 Any dispute, contro

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d Transaction [and spending time n in connection with such further other that:

n any Third Party Negotiations, it ty Negotiations are immediately

kout Period directly or indirectly:

ird Party Negotiations;

or understanding (whether or not ny Third Party Negotiations; or

tion about itself to a third party d Party Negotiations (unless the le).

diately if, during the Exclusivity / ates that it wishes to engage in or potiations.

es comply with its undertakings in

incurred in connection with the e Agreement, the provision and other work, for the purposes of,

es alone would be an inadequate , and that an injunction, specific arded against the defaulting Party either of those Clauses. This shall s that either Party may have in the

orce any of its terms.

he parties in connection with the or claims arising out of or in r or formation (including any nonobligations arising therefrom or and construed in accordance with,

im between the Parties relating to

ansactions

| this MOU, its sub<br>matters and obliga<br>within the jurisdictio   | n (including any non-contractual<br>or associated therewith) shall fall<br>d and Wales. |
|---|---|
| Attach a copy of each Par   | erenced in Clause 5.11.3]   |
| SIGNED for and on behalf of Party < <name and="" of="" person="" signir<="" td="" title=""><td></td></name> |   |
| Authorised Signature  |   |
| Date:   |   |
| SIGNED for and on behalf of Party < <name and="" of="" person="" signin<="" td="" title=""><td></td></name> |   |
| Authorised Signature  |   |
| Date:   |   |
|   |   |
|   |   |
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