

Personal Guarantee Deed

for Legal & General Assurance Society Ltd

This is an important document. Before you sign it, you should:

- Read it carefully.
- GET ADVICE FROM A SOLICITOR.
- Ensure you understand what it means and what the implications will be on signing and witnessing this document.
- Please note that where this document is to be given by more than one Guarantor this will be done on a joint and several basis and all Directors/Partner Members and if required Shareholders should sign the Personal Guarantee Deed having each received legal advice (please ensure you print sufficient copies to allow for this).

If you do sign this document, you will be legally bound by it and you might have to pay some of the debts of the party identified as the "Intermediary" in this Guarantee, if that Intermediary does not do so (and you will have other obligations as well).

Your commitment to pay will be unconditional but there is a limit to the amount we can ask you to pay and you may determine your guarantee subject to the terms of the guarantee - there are details about this in Clause 5 and 7.



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Application reference number

FCA Registration number

This guarantee is made on

(This should be the date of execution of this Guarantee)

BETWEEN

Use this form for up to four Guarantors. If more than four Guarantors please print another form for the remaining Guarantors to sign

Full name of first guarantor

Home address of first guarantor

Postcode

Full name of second guarantor

Home address of second guarantor

Postcode

Full name of third guarantor

Home address of third guarantor

Postcode

Full name of fourth guarantor

Home address of fourth guarantor

Postcode

Each a "Guarantor", which expression shall refer to each of them together, or where the context requires, separately

AND

Legal & General Assurance Society Limited a company registered in England under company number 00166055 whose registered office is at One Coleman Street London EC2R 5AA, shall hereinafter be referred to as the "Provider". The Provider (where relevant) refers to the Provider's Group.

WHEREAS

A. The Provider proposes to enter into Intermediary Terms of Business (the "Agreement" with:

Name of intermediary firm

(the "Intermediary") pursuant to which the Intermediary will distribute financial services products for the Provider and for the Provider will appoint the Intermediary as distributor for this purpose.

B. In consideration of the Provider entering into the Agreement with the Intermediary, the Guarantor has agreed to guarantee the obligations of the Intermediary under the Agreement as set out below.

IT IS NOW AGREED as follows:**1. INTERPRETATION**

In this Guarantee:

- 1.1** references to this Guarantee include all the indemnities and other provisions of this document;
- 1.2** references to this Guarantee include any variations, amendments, additions or supplements to it;
- 1.3** references to the Agreement include any variations, amendments, additions or supplements to it;
- 1.4** the singular includes the plural and vice versa;
- 1.5** references to a person include an individual, company, society, corporation or firm;
- 1.6** references to the "Provider" include any successor in business or other person to which the Provider transfers its rights under this Guarantee;
- 1.7** references to "Group" means the Provider, any subsidiary companies of the Provider, any holding companies of the Provider and any subsidiary companies of such holding companies; and
- 1.8** capitalised terms not defined in this guarantee shall bear the meaning contained in the Agreement.

2. GUARANTEE

- 2.1** Each Guarantor (collectively referred to as Guarantors) irrevocably and unconditionally agrees to guarantee the performance of the Agreement by the Intermediary and all present and future payment obligations of the Intermediary pursuant to the Agreement as varied from time to time (the "Debt" or the "Debts").
- 2.2** Any amount(s) claimed under this Guarantee is/are payable by the Guarantor immediately on demand by the Provider. The Guarantor must pay in the currency or currencies in which the Intermediary's liabilities and/or Debt is payable.

3. INDEMNITY

- 3.1** Without prejudice to Clause 2 above, each Guarantor as principal obligator and as a separate and independent obligation, unconditionally and irrevocably agrees to indemnify the Provider and its Group in respect of any losses, costs and expenses suffered or incurred by the Provider and its Group arising out of or in connection with any failure of the Intermediary to perform its obligations pursuant to the Agreement (as varied from time to time), including but not limited to any failure to make due payment in respect of its present and future indebtedness and other liabilities to the Provider under the Agreement,

whether actual or contingent including but not limited to payment of any Excess Commission, interest charges and expenses payable by the Intermediary to the Provider.

4. CONTINUING OBLIGATIONS

- 4.1** Each Guarantor's obligations of guaranteeing the Debt are joint and several and are continuing obligations. This means that (subject to Clause 5 and Clause 7 below) those obligations apply in respect of the full amount of the Debt at the time the Provider makes a demand or demands under this Guarantee even if, at some other time, the amount of the Debt has been less than the amount at the time of demand.
- 4.2** A Guarantor shall not be discharged, nor shall his liability be reduced, nor shall his obligations under this Guarantee be affected by any of the following (even if they would have been if this Clause did not exist):
 - 4.2.1** the Provider or its Group giving any time or any other indulgence or concession to the Intermediary or any third party;
 - 4.2.2** anything the Provider or its Group does or omits to do or by any other dealing, act or omission that but for this Clause would discharge or reduce a Guarantor's liability;
 - 4.2.3** the Provider or its Group varying, extending, discharging, compromising, reviewing or otherwise dealing with any rights it has or may in the future have against the Intermediary, or any other person in respect of the Intermediary's obligations or the Debt;
 - 4.2.4** the Provider or its Group taking, varying, releasing or otherwise dealing with any security or guarantee in respect of the Intermediary's liabilities and/or the Debt;
 - 4.2.5** the Provider or its Group enforcing, failing to enforce or releasing any rights under any security or guarantee;
 - 4.2.6** any other guarantee or arrangements intended or expected to secure the Intermediary's liabilities and/or the Debt to the Provider or its Group (including but not limited to the Agreement) are never put in place;
 - 4.2.7** the Provider or its Group terminating or varying any contract, relationship or arrangement with the Intermediary (including but not limited to the Agreement) or entering into any new contract, relationship or arrangement with the Intermediary;
 - 4.2.8** the Provider or its Group giving the Intermediary (or any other person) time to pay or any other waiver or concession;
 - 4.2.9** the Intermediary or any other person becoming insolvent and/or subject to liquidation, winding up, receivership or administration, bankruptcy or sequestration;
 - 4.2.10** any obligation of the Intermediary is or becomes invalid or

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- unenforceable;
- 4.2.11** any claim or enforcement of payment is made against the Intermediary or any other person;
- 4.2.12** there are any changes to the Intermediary's name, constitution or membership; or
- 4.2.13** any Guarantor dying or becoming mentally ill.
- 4.3** Each Guarantor's obligations under this Guarantee are those of principal, not just surety. The Provider will not be obliged to make any demand on, or take any steps against, the Intermediary or any other person before enforcing this Guarantee against any Guarantor.
- 4.4** Until all the Intermediary's liabilities to the Provider or its Group and the Debt are paid in full, each Guarantor agrees that, whether or not he has made any payment under this Guarantee, he will not:
- 4.4.1** share in any security the Provider or its Group holds or any money the Provider or its Group receives;
- 4.4.2** take or receive any security from the Intermediary or any other person in connection with this Guarantee;
- 4.4.3** enforce any right or pursue any claim against the Intermediary or any other person in respect of the Intermediary's liabilities and the Debt to the Provider or its Group; or
- 4.4.4** make any claim in the insolvency of the Intermediary or any such person which would compete with the Provider or its Group's claim.
- If, in breach of the above, a Guarantor does receive any security, rights or money then the Guarantor will hold them on trust for the Provider, transfer them to the Provider on demand and irrevocably and unconditionally postpone all of his rights to be subrogated to any rights of the Provider howsoever arising in competition with the Provider.
- 4.4.5** This Guarantee will not be affected by any other security or right held by the Provider or its Group in respect of any of the liabilities of the Intermediary including but not limited to the Debt.

5. MAXIMUM LIABILITY

- 5.1** In Clause 5.2 below:
 "Principal Debts" means the part of the Debts that is due to the Provider at any time in respect of principal/capital; and
 "Other Debts" means all of the Debts other than the Principal Debts (such as interest, costs and expenses due to the Provider), including those debts under Clause 3.
- 5.2** Each Guarantor's maximum total liability under this Guarantee is as follows:
- 5.2.1** in respect of the Principal Debts £1,000,000;
- 5.2.2** in respect of the Other Debts, their full amount at any time.

6. ENFORCEMENT

- 6.1** The Provider shall not be obliged to take any action or obtain judgment against the Intermediary or any other person before taking steps to enforce any of its rights or remedies under this Guarantee.
- 6.2** The Provider or any of the companies in the Provider's Group can enforce each Guarantor's obligations under this Guarantee.
- 6.3** Without prejudice to Clause 2 above, each Guarantor will also make good any losses or expenses which the Provider or its Group incurs if the Provider or its Group

takes steps to enforce this Guarantee or if they try to do so.

7. THE PERIOD OF THE GUARANTEE

- 7.1** This Guarantee is a continuing security, which means it will continue in force indefinitely until released by the Provider in writing. It will not be ended automatically for any reason. However, a Guarantor may give the Provider at least three months' notice in writing in order to obtain a release from the obligations under the Guarantee subject to clause 7.2.
- 7.2** The Guarantor will before and after the expiry of the notice referred to in clause 7.1 remain liable (up to the amount set out in Clause 5) for all liabilities of the Intermediary in existence or incurred in the period prior to the expiry of the notice period, including contingent liabilities of the Intermediary, and including but not limited to:
- 7.2.1** any commitments of the Intermediary that become immediate liabilities and/or Debt after the expiry of the notice period; and / or
- 7.2.2** any Commission Paid on Indemnity Terms (either transferred prior to the expiry of the notice period or connected to policies introduced prior to the expiry of the notice period) which subsequent to the expiry of the notice period becomes not Earned (i.e. Excess Commission, as defined in the Agreement), together with related interest and costs.
- 7.3** Any notice provided under clause 7.1 must be provided to Agency Appointments Dept, Group Finance, 6th Floor, 4 Central Square, Cardiff CF10 1FS or any other address notified to the Guarantor from time to time.

8. APPROPRIATION

No Guarantor will be entitled to direct the Provider how or when to apply any money it receives under this Guarantee.

9. PRESERVING THE PROVIDER'S RIGHTS

- 9.1** If the Provider receives any payment or security from a Guarantor, the Intermediary or any other person which is later ordered, under insolvency laws or for any other reason, to be refunded or released, then the Guarantor will be liable as if the Provider had never received the payment or security.
- 9.2** If any claim for refund or release is made against the Provider, it may agree or settle the claim on any terms it decides. The Provider does not need the agreement of any Guarantor to do so. If the Provider agrees or settles the claim, the Guarantor will be liable under this Guarantee as if a court order had been made containing the terms the Provider has agreed.
- 9.3** Each Guarantor will also be responsible for all costs incurred by the Provider in defending such a claim.

10. PAYMENTS

All sums payable by any Guarantor under this Guarantee must be paid without any deduction, set-off or counterclaim.

11. COMMUNICATIONS

- 11.1** Any demand or notice under this Guarantee by or on behalf of the Provider shall be in writing and will be sent by first class or recorded post to each Guarantor at the address set out above (or if the Guarantor has notified the Provider of a change of address by at least 10 days' prior written notice, at the new address). Any demand or notice sent by first class or recorded post shall be deemed to have been received 3 days following the date of dispatch.
- 11.2** Any demand or notice or certificate given by the Provider or its Group under this Guarantee will be conclusive and binding on a Guarantor, except in the case of manifest error.

12. MULTIPLE GUARANTORS

- 12.1** When this Guarantee is executed by two or more parties as guarantors, the liability of each of them to the Provider shall be joint and several.
- 12.2** The Provider may release or discharge any party from this (or any other) Guarantee or accept any composition from or make any arrangements with any of them without releasing or discharging any other party.
- 12.3** If there are two or more parties as Guarantors then any notice of termination under Clause 7 from one of those parties shall not affect the liability of any other(s) under this Guarantee.
- 12.4** For the avoidance of doubt, the death, incapacity or insolvency of any party comprising the Guarantor shall not discharge or affect the liability of any other(s).
- 12.5** Until all of the Intermediary's liabilities to the Provider or its Group and the Debt are paid or discharged in full the Guarantor irrevocably and unconditionally postpones all of its rights of contribution from any co-guarantor.

13. COSTS

Each Guarantor will pay and reimburse (on a full indemnity basis) all legal and other costs (including out-of-pocket expenses, legal fees and VAT) incurred or to be incurred by the Provider in preparing this Guarantee, and in connection with any actual or proposed enforcement, release or variation of it.

14. TRANSFERS

- 14.1** The Provider may transfer the benefit of this Guarantee, and it may disclose any information it has about any Guarantor to any potential transferee.
- 14.2** A Guarantor may not transfer any of his obligations under this Guarantee.

15. NO THIRD PARTY RIGHTS

None of the terms of this Guarantee can be enforced by any person other than:

- 15.1** the persons named as Guarantors; and
- 15.2** the Provider or its Group, and any person to whom the Provider transfers its rights.

16. CURRENCY

If the Provider obtains any judgment or payment in a currency other than the one which is due, the Guarantor will pay the

Provider any shortfall, loss or expense which it may incur in having the currency converted. This is a separate obligation on the Guarantor's part.

17. OTHERS

- 17.1** The Guarantors shall not make any withholding on account of tax from any payment due to the Provider under this Guarantee, unless the Guarantors are required by law to do so. If the Guarantors are required by law to do so, the Guarantors shall increase the amount of the relevant payment so that, after the withholding, the Provider receives the appropriate amount. The Guarantors shall notify the Provider if these circumstances arise.
- 17.2** This Guarantee is the property of the Provider.
- 17.3** Any release from a Guarantor's obligations or arrangements to which the Provider may agree under this Guarantee will only be effective if the Provider confirms it in writing.
- 17.4** The Provider's rights under this Guarantee are additional to any other rights it may have, and may be used as and when (and as often as) it thinks fit.
- 17.5** If any condition of this Guarantee becomes invalid or unenforceable, that will not affect the other conditions.
- 17.6** Each party to this Guarantee intends it to be a deed and confirms that it is executed and delivered as a deed in each case notwithstanding that any party may own execute it under hand.

18. GOVERNING LAW AND JURISDICTION

This Guarantee is governed by the law of the country applicable to the Agreement and the courts of that country shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Guarantee (including a dispute regarding the existence, validity or termination of this Guarantee).

Execution page overleaf.

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WARNING – IF YOU SIGN THIS DEED AS A GUARANTOR, YOU WILL BE LEGALLY BOUND BY IT AND YOU MIGHT BECOME LIABLE TO THE PROVIDER, INSTEAD OF OR AS WELL AS THE INTERMEDIARY. YOU SHOULD GET INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DEED.

Signing schedule

Name of Intermediary Firm

Executed and delivered as a Deed by:

Full name of first Guarantor

Home address of first Guarantor

Postcode

Signature of first Guarantor

Date of signature

Full name of Witness

Home address of Witness

Postcode

Occupation

Employer's name

Signature of Witness

Date of signature

Executed and delivered as a Deed by:

Full name of second Guarantor

Home address of second Guarantor

Postcode

Signature of second Guarantor

Date of signature

Full name of Witness

Home address of Witness

Postcode

Occupation

Employer's name

Signature of Witness

Date of signature

Executed and delivered as a Deed by:

Full name of third Guarantor

Home address of third Guarantor

Postcode

Signature of third Guarantor

Date of signature

Full name of Witness

Home address of Witness

Postcode

Occupation

Employer's name

Signature of Witness

Date of signature

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Executed and delivered as a Deed by:

Full name of fourth Guarantor

Home address of fourth Guarantor

Postcode

Signature of fourth Guarantor

Date of signature

Full name of Witness

Home address of Witness

Postcode

Occupation

Employer's name

Signature of Witness

Date of signature

Important notes:

1. A Company – all shareholding directors must execute this Guarantee;
2. A Limited Liability Partnership – all partner members must execute this Guarantee;
3. Execution of the Guarantee requires each Guarantor's signature to be witnessed by an independent person; Please note: The following people will not be considered as independent witnesses:
 - (i) Principals, Directors, Shareholders, Partners or Employees of the Intermediary or any of the Intermediary's appointed representatives
 - (ii) Close Relatives as defined in the FCA Handbook of the Guarantor or any of the persons mentioned in (i) above
4. In the case of more than four Guarantors please print and execute another Guarantee form for the remaining Guarantors.

Please send the completed guarantee to:

Legal & General Assurance Society Ltd: Agency Appointments Dept, Group Finance, 6th Floor, 4 Central Square, Cardiff CF10 1FS

Guarantors are also requested to provide personal (home) email addresses below:

Email address of first Guarantor

Email address of second Guarantor

Email address of third Guarantor

Email address of fourth Guarantor