



Directors Personal Guarantee Deed to AIG Life Limited

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

- read it carefully;
- get independent advice from a solicitor; and
- ensure you understand what it means and the extent of the liabilities that you will incur (including the liabilities of the intermediary pursuant to the AIG Life Intermediary Business referenced in the Directors Personal Guarantee Deed) after execution of this document.

Please note that all Directors/Partner Members should sign the Directors Personal Guarantee Deed.

Execution of the Directors Personal Guarantee Deed requires each guarantor's signature to be independently witnessed (ie, by someone other than an employee of the firm or a relative of the directors).

Your commitment to pay will be unconditional and irrevocable but there is a limit to the amount that AIG Life Limited can ask you to pay as set out in the Directors Personal Guarantee Deed.

In consideration of AIG Life Limited ("AIG") extending business facilities to

Intermediary name

("Intermediary") as detailed in the AIG Life Intermediary Business Agreement entered into by AIG and the Intermediary ("Intermediary Business Agreement"),

Each undersigned guarantor (each a "Guarantor") irrevocably and unconditionally jointly and severally guarantees to AIG:

- (i) the punctual payment of all monies due to AIG from the Intermediary under the Intermediary Business Agreement; and
- (ii) that whenever the Intermediary does not pay any amount when due under the Intermediary Business Agreement, such Guarantor shall immediately on demand by AIG pay that amount as if such Guarantor was the principal obligor thereunder.

Each Guarantor, as a separate and independent obligation to the guarantee above, jointly and severally agrees to indemnify AIG, on demand by AIG, from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by AIG arising from:

- (i) any amount claimed by AIG under this Deed not being recoverable for any reason; and
- (ii) any failure of the Intermediary to perform any of its obligations pursuant to the terms of the Intermediary Business Agreement.

Any sum due and payable but unpaid by a Guarantor under this Deed will bear interest from the date on which it is due until the date of actual payment (both before and after judgment) at 3% per annum.

Each Guarantor jointly and severally agrees to pay to, or reimburse, AIG all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal costs) incurred by AIG in connection with the preservation and/or enforcement of any rights under or in connection with this Deed.

Each Guarantor agrees that the obligations of such Guarantor under this Deed shall not be exonerated or reduced by reason of (i) any indulgence, waiver or consent of any kind given or granted to any party (with or without such Guarantor's

knowledge or consent) in connection with the Intermediary Business Agreement, (ii) any insolvency, administration or winding up of the Intermediary; or (iii) any amendment, extension or restatement (however fundamental) of the Intermediary Business Agreement and that this Deed constitutes a continuing guarantee and shall continue in force unless and until revoked in writing by AIG under the hand of one of its Directors.

Each Guarantor agrees that AIG shall not be obliged to take any action or obtain judgement against the Intermediary before taking steps to enforce any of its rights or remedies under this Deed.

All payments by a Guarantor under this Deed will be made in full, without any set-off or other deduction (for tax or otherwise), in the currency in which the guaranteed and/or indemnified obligation is payable.

Any certification or determination by AIG of an amount payable by a Guarantor under this Deed is, in the absence of manifest error, conclusive evidence of that amount.

No failure by AIG to exercise any right under this Deed will operate as a waiver of that right. Nor will a single or partial exercise of a right by AIG preclude its further exercise.

Each Guarantor acknowledges and confirms that (i) he or she has declined to take advice from]/[has been advised by independent legal counsel in connection with the contents and execution of this Deed; (ii) he or she fully comprehends the contents of this Deed and his or her liabilities hereunder; and (iii) no undue influence has been placed upon him or her by AIG and/or the Intermediary or any other person to execute this Deed.

This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one Deed.

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations connected with it.

Executed and delivered as a Deed by:	Signed	Date							
	Full name								

Signed in the presence of:	Signed	Date							
Witness	Full name	Occupation							
	Full address								
								Postcode	

Executed and delivered as a Deed by:	Signed	Date							
	Full name								

Signed in the presence of:	Signed	Date							
Witness	Full name	Occupation							
	Full address								
								Postcode	

Executed and delivered as a Deed by:	Signed	Date							
	Full name								

Signed in the presence of:	Signed	Date							
Witness	Full name	Occupation							
	Full address								
								Postcode	

Executed and delivered as a Deed by:	Signed	Date							
	Full name								

Signed in the presence of:	Signed	Date							
Witness	Full name	Occupation							
	Full address								
								Postcode	

NOTES:

- 1) This form of Directors Personal Guarantee Deed can only be signed by persons in their individual capacity. It should bear no reference to the name of, or to any position that may be held in, the intermediary company at the points of signature.
- 2) If the Intermediary referred to above is:
 - (i) a company – all directors must execute this Deed; or
 - (ii) a limited liability partnership – all partner members must execute this Deed.
- 3) Execution of this Deed requires each Guarantor’s signature to be witnessed by an independent person (not a family member, or an employee of the firm, or a relative of the directors).
- 4) In the case of more than four Guarantors please print and execute another form of this Deed for the remaining Guarantors.



www.aiglife.co.uk

AIG Life Limited. Telephone 0345 600 6820. Registered in England and Wales. Number 6367921. Registered address: The AIG Building, 58 Fenchurch Street, London EC3M 4AB. AIG Life Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The registration number is 473752.

EDCO0922-0318