

## PERSONAL GUARANTEE

**You are entering into this guarantee in consideration of Asto agreeing to provide Finance to the Company.**

**By entering into this guarantee, you are guaranteeing the Company's liabilities to Asto and/or other members of its group. YOU MAY HAVE TO PAY INSTEAD OF, OR AS WELL AS, THE COMPANY. You should seek independent legal advice before entering into this guarantee.**

All terms in capitals are defined below.

[Version 1. This guarantee was last updated on 3 May 2019.]

This guarantee is dated [DATE]

This guarantee is made between [FULL NAME OF DIRECTOR] of [ADDRESS] ("**you**" and the "**Guarantor**") and Asto Digital Limited, of 2 Triton Square, Regent's Place, London, NW1 3AN ("**us**", "**we**" or "**Asto**").

### **You and we agree as follows:**

1. You confirm you are a director of [NAME OF COMPANY], a company incorporated and registered in England and Wales with registered number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]. We refer to the company in this guarantee as the "**Company**".
2. You wish to apply to us for certain finance products for the benefit of the Company. These finance products may include Asto's invoice finance, flexible business loans or any other finance product offered by Asto at any time. We call these finance products "**Finance**" in this guarantee.
3. In consideration of Asto agreeing to provide any form of Finance to the Company, you:
  - a. guarantee to us to pay on demand all present and future payment obligations and liabilities of the Company due, owing or incurred under any agreements (including any amended or replacement versions) relating to Finance. We call these the "**Guaranteed Obligations**"; and
  - b. undertake to indemnify us and keep us indemnified in full and on demand from and against all and any cost, loss or liability suffered by Asto if the guarantee given under clause 3.a. or any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal. The amount of the cost, loss or liability shall be equal to the amount which Asto would otherwise have been entitled to recover.
4. You undertake to indemnify us and keep us indemnified in full and on demand from and against all and any losses, costs, claims, liabilities, damage and expenses suffered or incurred by us arising from or in connection with the Guaranteed Obligations not being recoverable for any reason or any failure of the Company to perform or discharge all or any of its obligations or liabilities in respect of the Guaranteed Obligations.
5. The total amount recoverable from you under this guarantee shall not exceed the amount of the Guaranteed Obligations from time to time, plus:
  - a. all interest and all costs and expenses as shall have accrued or shall accrue to us at any time before or after the date of demand under this guarantee; and

- b. all other sums payable to us under this guarantee any time before or after the date of demand under this guarantee.
6. By entering into this guarantee, you:
- a. confirm your liability as Guarantor;
  - b. acknowledge and agree that the guarantee shall at all times be a continuing security notwithstanding:
    - i. any payment, settlement or account or discharge in whole or in part of the Guaranteed Obligations;
    - ii. any insolvency, bankruptcy, liquidation, administration, or any change in constitution of the Company;
    - iii. the death or incapacity of the Guarantor (whether mental or physical); and
    - iv. any grant of time, indulgence, waiver or concession to the Company or any other person.
7. You waive any right you may have of first requiring us (or any trustee or agent on our behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from you under this guarantee. This waiver applies irrespective of any law or any provision of any document to the contrary.
8. All payments made by you under this guarantee must be made in full without set-off or counterclaim and not subject to any condition and free and clear of and without deduction or withholding for or on account of any taxes or any other purpose. If any deduction or withholding from any payment is required by law then you will promptly pay to us an additional amount being the amount required to ensure that the aggregate net amount received by us will equal the full amount which we would have received had no deduction or withholding been made.
9. This guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, English law.

**IMPORTANT CONFIRMATIONS GIVEN BY YOU AS "THE GUARANTOR"**

**I confirm that I wish to grant a guarantee in favour of Asto in relation to the Company's obligations to Asto under all and any Finance agreements made between the Company and Asto.**

**Asto has advised me to seek independent legal advice before entering into this guarantee and:**

**Please select one:**

**I have taken independent legal advice**

I confirm I have taken independent legal advice from a qualified solicitor in relation to my entry into the guarantee. This independent legal advice included the nature of the guarantee, the implications of my entering into it, my potential liability under the guarantee and the risks involved in entering into it. Having taken such independent legal advice, I fully understand the implications of entering into the guarantee and wish to proceed.

**I have NOT taken independent legal advice**

I confirm that:

- Asto has advised me to obtain independent legal advice in relation to my entry into the guarantee, my potential liability under the guarantee and the risks involved in

entering into it. I have had the opportunity to obtain independent legal advice, however I have chosen not to do so.

- I have carefully read the terms of the guarantee and I fully understand the nature, content, effect and implications of entering into the guarantee. I understand that if the Company fails to pay or perform its obligations in full under any Finance agreements I MAY HAVE TO PAY INSTEAD OF THE COMPANY and Asto may sue me personally even if it is the Company who is in breach.
- I will not rely on my lack of independent legal advice to avoid my obligations to Asto, to seek concessions from Asto or to otherwise dispute the validity or enforceability of the guarantee. I am entering into the guarantee freely and without pressure or influence on me from any person.

**By entering into this guarantee you understand that if the Company fails to keep to its agreement(s) with Asto, YOU MAY HAVE TO PAY INSTEAD and fulfil the Company's other Guaranteed Obligations. You must only enter into this guarantee if you want to be legally bound by its terms.**

**I agree to be bound by the terms of the guarantee.**