## GUARANTEE FORM

### To: M C AND C MICRO SUPPORT LIMITED

Inconsideration of **M C AND C MICRO SUPPORT LIMITED** hereafter referred to as the ‘’Company’’ granting such Credit facilities as specified in the Company’s duly accepted Offer letter including making or continuing advances, overdrafts or other credits, discounting bills of exchange or negotiable instruments for or otherwise giving or granting time, credit or accommodation, giving guarantees, indemnities and undertakings and/or services or facilities in any other form so long as and to the extent that the Company may think fit to or for account of **--------------------------------------------------------------**whose address is --------------------------------------------------------------------------------------------------------------------------------------------- (hereinafter called the **“Borrower”)**.

## I/We ------------------------------------------------------------------------------------(hereinafter called the “Guarantor”) of ………………………………………………………………………………………….. being -(Designation) -----------------------------------------------------------------------in (Organization) --------------------------------------------------------------------------------------------------------------------- HEREBY GUARANTEE to the Company absolutely and unconditionally due repayment within seven days after demand, of all monies which shall at any time be due to the company from the Borrower alone or any sum which shall at any time be due to the Company from the Borrower whether actual or contingent and whether as principal debtor or surety, together with interest, charges, costs and expenses thereon at the rate specified in the said offer letter, PROVIDED that the Guarantor will be notified of the basis of the cost and expense when it becomes due. This Guarantee covers without limitation, all legal and other costs and expenses incurred in the process of the creation or enforcement of this Guarantee provided that the total amount recoverable from me jointly and severally under this Guarantee shall not at any time exceed the principal sum of N---------------------------- ( --------------------------------------------- Naira)only plus interest, charges, cost, commissions and expenses, legal or otherwise incurred as aforesaid to the date of discontinuance as shall be determined and confirmed in writing by the Company upon final liquidation of the Borrower’s outstanding exposure to the Company arising from this accommodation including;

In the case of liquidation of the Borrower, all sums which at any time is owed to the Company by

the Borrower notwithstanding such liquidation.

**AND I FURTHER GUARANTEE AND AGREE AS FOLLOWS:**

1. My liability under this Guarantee shall be that of a principal debtor and not as surety only, and the Company may at the Company’s option hold me/us solely responsible for the liabilities of the Borrower.
2. This Guarantee shall be a continuing security binding on me/us and my/our personal representatives until receipt by me/us of written notice of discontinuance from the Company or upon the full liquidation of sums outstanding against the borrower, whichever comes earlier.
3. The death, insolvency, liquidation or winding up of the Borrower shall not affect my/our liability and I/We will continue to remain liable to the Company until the Borrower’s indebtedness guaranteed hereunder is fully liquidated and confirmed by the Company in writing.

I /We hereby acknowledge and agree that failure or delay on the Company’s part in exercising any of the Company’s rights, powers or privileges under this Guarantee shall not operate as a waiver thereof nor shall any single or partial exercise of any right power or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

Any notice by way of demand, request or otherwise hereunder may be given to me at the Borrower’s registered office herein stated or may be left at its last known place of business or my last known residence or may be sent to me by registered or recorded post or my email.

Notwithstanding anything to the contrary contained in this Guarantee, the Guarantor hereby voluntarily agrees that if the Guarantor fails to meet any Demand by the Company under or in relation to this Guarantee, the Company shall at its absolute discretion institute or initiate proceedings against the Guarantor.

I /We hereby acknowledge and confirm that this Guarantee is given by me/us and that I/We have read and properly understood the same.

Dated this day of 20

AS WITNESS the hands of the Guarantor(s)

**NAME ADDRESS SIGNATURE**

……………………………… ………………………………………… ------------------

**NAME ADDRESS SIGNATURE**

……………………………… ………………………………………… ------------------

**In the presence of**:

Name: ……………………………………………….

Address: …………………………………………………………………………………………

Occupation: …………………………………………

Signature: ………………………………………