

GUARANTEE AGREEMENT

Effective Date: _____

Given by: _____ (the "**Guarantor**")

Address: _____

Given to/in favour of Renmoney Microfinance Bank Limited ("**Renmoney**" or the "**Bank**")
23 Awolowo Road, Ikoyi, Lagos.

On behalf of: _____ (the "**Borrower**")

In Respect of: an SME Loan of ₦ _____ (_____
_____ Naira) (the "**Loan**") taken by the Borrower
from the Bank via an Offer Letter dated _____ and entered
into between the Bank and the Borrower (the "**Loan Agreement**").

1.1. This guarantee provided under this Guarantee Agreement (the "**Guarantee**") is given by the Guarantor to the Bank in respect of all monies, obligations and liabilities owing or payable or expressed to be owing or payable by the Borrower to the Bank under or in connection with the Loan Agreement or any other document entered into by the Borrower with respect to the Loan (the "**Guaranteed Obligations**").

1.2. The Guarantor irrevocably and unconditionally:

- 1.2.1. guarantees to the Bank, the punctual performance by the Borrower of all of the Guaranteed Obligations;
- 1.2.2. agrees and undertakes that whenever the Borrower does not pay any amount under or in connection with the Loan Agreement, as and when due, it shall immediately on demand pay such amount as if it was the Borrower;
- 1.2.3. agrees with the Bank that if any obligation guaranteed by it under this Guarantee is or becomes unenforceable, invalid or illegal it will, as an independent and primary obligation and as principal debtor indemnify the Bank immediately against any cost, loss or liability the Bank incurs as a result of the Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under the Loan Agreement;
- 1.2.4. agrees and undertakes that this Guarantee is a continuing guarantee and will extend to the ultimate balance of all sums payable by the Borrower under or in connection with the Loan Agreement and in relation to the Guaranteed Obligations, regardless of any intermediate payment or discharge in whole or in part of such Guaranteed Obligations, as the case may be;

- 1.2.5. agrees and confirms that this Guarantee shall extend to any variation, increase, extension or addition to the Loan or any variation or amendment to the Loan Agreement duly agreed to in writing by the Bank and the Borrower;
 - 1.2.6. waives all claims to (a) any notice of payment, non-payment or default by the Borrower; (b) any notice of demand for payment by the Bank or a debt collection agent acting on behalf of the Bank and/or; (c) any information pertaining to the progress of repayment or recovery in respect of the Loan and agrees that the absence of such notices or other progress information shall not expunge, release or forestall in any way whatsoever, its liability under this Guarantee, which shall remain so long as any of the Guaranteed Obligations is outstanding;
 - 1.2.7. agrees and accepts that this Guarantee is a non-contingent and unlimited guarantee of payment of the Guaranteed Obligations and thus hereby waives any right to require that (a) any action be taken by the Bank against the Borrower; (b) any recourse be made to any recovery mechanism, security or balance of any deposit account or other credit whether on the books of the Bank or of any other bank; (c) any recourse be made to any insurance or third-party indemnity; or (d) any other action be taken or any other circumstances be met, as a precondition to making a demand for payment under this Guarantee;
 - 1.2.8. agrees that all payments to be made by it to the Bank under this Guarantee Agreement shall be made in immediately available funds and shall be made without any withholding or deductions and without any set-off or counterclaim whatsoever;
 - 1.2.9. agrees to, at the request of the Bank, promptly do and/or execute and deliver any and all such further instruments or documents that the Bank requires in order to preserve or protect its interests, or to establish, perfect, preserve or enforce its rights under this Guarantee Agreement, including without limitation, the setting up of a direct debit mandate on its/his/her account which shall subsist until the satisfaction of the entirety of the Guaranteed Obligations;
 - 1.2.10. confirms that it /he/she has reviewed the Loan Agreement and hereby executes this Guarantee Agreement fully aware of the terms and conditions of the Loan Agreement; and
 - 1.2.11. represents and warrants that it/he/she has the power to enter into, perform, and deliver the obligations set out in this Guarantee Agreement and that all information provided in this Guarantee Agreement are true and accurate.
- 1.3. If any provision or any part of any provision of this Guarantee Agreement is held to be unenforceable, invalid or illegal, such provision or such part of it shall be severable and deemed to be deleted and shall be replaced by the nearest legal equivalent and the remaining provisions shall remain valid and binding.

- 1.4. No failure to exercise, nor delay in exercising, on the part of the Bank any right or remedy under this Guarantee shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. No waiver by the Bank shall be effective unless it is in writing. The rights and remedies of the Bank are cumulative and not exclusive of any rights or remedies provided by law.
- 1.5. This Guarantee Agreement may be executed in several counterparts each of which when read together, shall constitute one and the same document.
- 1.6. This Guarantee Agreement and any non-contractual obligations connected with it shall be governed by the laws of the Federal Republic of Nigeria.

Guarantor Details:

Name _____
 BVN _____
 Address _____
 Phone (Mobile): _____
 Email: _____
 Relationship with Borrower: _____
 How long have you known the Borrower?

Business details:

Business Name: _____
 RC/BN Number: _____
 Business Address _____
 Phone (Office): _____
 Monthly Income (Net): _____
 Years in Business: _____
 Business type: _____

Signed by **Renmoney Microfinance Bank Limited:**

 Authorised Signatory

 Date:

 Authorised Signatory

 Date:

Signed by **Guarantor:**

 Name:

 Date:

