



CONTINUOUS GUARANTEE

**Affix
Photograph
Continuous
Guarantor**

CONTINUOUS GUARANTEE

1. In consideration of **AL-HAYAT MICROFINANCE BANK LIMITED** whose registered office is 22, Ibadan Road, Ijebu-ode, Ogun-State, Nigeria [hereinafter called "the Bank" which expression shall where the context so admits include its successors-in-title and assigns] granting such banking facilities including making or continuing to make advances, overdrafts or other credits as may from time to time be approved by the Bank [hereinafter called "**the Facilities**"] to or for account of:.....

[Hereinafter called "**the Principal Debtor**" which expression shall where the context so admits include his/her heirs, administrators, executors, successors-in-title and assigns] **I/WE THE UNDERSIGNED** and whose passport photograph is attached herewith (the guarantor shall state his/her full name and address):

Guarantor's Name:.....

Guarantor's Address:.....

Phone No:.....

[hereinafter called "**the Continuous Guarantor(s)**"] as primary obligor and not merely as surety hereby unconditionally and irrevocably **CONTINUOUS GUARANTEE** payment to AL-HAYAT MICROFINANCE BANK LIMITED on demand (free of any taxes or restrictions now or hereafter imposed under the laws diminishing the amount of any payment or preventing or delaying the Bank's unfettered utilisation or disposal thereof in immediate reimbursements to the Bank, as the Bank shall direct) all monies and liabilities whether certain or contingent now or hereinafter owing or incurred to the Bank from or by the Principal Debtor and unpaid or undischarged on any current or other accounts or in any manner and whether alone or jointly with any other corporation or person(s) from or by any firm in which the Principal Debtor may be a partner under whatever name and style; including:

- a. in the case of death or bankruptcy or liquidation of the Principal Debtor, all sums which would at the time have been owed to the Bank by the Principal Debtor if such death had occurred or such bankruptcy or liquidation had commenced at the time when the Bank received actual notice thereof and notwithstanding such death, bankruptcy or liquidation;
- b. in the case of a limited liability company or other corporation, all monies unpaid in respect of debentures or debenture stock of the same held by or on behalf of the Bank;
- c. in the event of the discontinuance by any means of this continuous guarantee all cheques, drafts, bills, notes and negotiable instruments drawn by or for the account of the Principal Debtor on the Bank or its agents and purporting to be dated on or before the date when such discontinuance becomes known to the Bank or its agents although presented to or by the Bank or them after that date and all liabilities of the Principal Debtor to the Bank at such date whether certain or contingent and payable forthwith or at some future time or times and also all credits then established by the Bank for the Principal Debtor;
- d. mark-up on all such debts and liabilities to the date of payment, commission, banking charges, legal and other costs, charges and other expenses which the Bank may charge against the Principal Debtor together with all expenses of enforcing or endeavouring to enforce or obtain payment of all or any such money as aforesaid.

The amount recoverable from the Continuous Guarantor(s) hereafter shall include **the Principal Debt** sum of N.....

together with all charges, costs, commission and expenses legal or otherwise incurred and all such further sums advanced up to the date of discontinuance or of such discontinuance by any Guarantor hereunder or by his/her respective executors/administrators or legal representatives until payment and the costs and expenses incurred by the Bank of an incident to the enforcement of this Guarantee against the Continuous Guarantor(s).

2. INDEMNITY

- a. **The ContinuousGuarantor(s)**, as principal obligors and as a separate and independent obligation and liability from their liabilities afore mentioned, irrevocably and unconditionally agree to indemnify the bank in full on demand against all damages, losses, charges, costs, and expenses suffered or incurred by the bank arising from or in connection with the bank making available any of the facilities or arising from any failure of the principal debtor to carry out any of his/her/ its obligations or liabilities to the bank.
- b. **The ContinuousGuarantor(s)** shall indemnify and keep indemnified the bank on demand by the Bank against all losses, action, claims, costs, charges, and liabilities suffered or incurred by the Bank in respect of this Guarantee including the costs, charges and expenses incurred in the enforcement of any of the provisions of this Continuous Guarantee or occasioned by any breach by any of **the ContinuousGuarantor(s)** of any of their obligations to the bank under this Continuous Guarantee.
- c. As a separate and independent stipulation, **the ContinuousGuarantor(s)** agree that if any purported obligation or liability of **the Principal Debtor** which would have been the subject hereof had it been valid and enforceable is not or ceases to be valid or enforceable against the Principal Debtor on any ground whosoever whether or not known to the Bank, the ContinuousGuarantor(s) shall nevertheless be liable to the Bank in respect of that purported obligation or liability as if the same were fully valid and enforceable and the ContinuousGuarantor(s) were the Principal Debtor(s) in respect thereof. **The ContinuousGuarantor(s)** hereby agree to keep the bank fully indemnified on demand against all damages losses, costs and expenses arising from any failure of the Principal Debtor to perform or discharge any such purported obligation or liability.

3. JOINT AND SEVERAL LIABILITLY

The liability of the ContinuousGuarantor(s) hereunder shall be joint and several and any demand for payment made by the Bank to any one of theContinuous Guarantor(s) shall be deemed to be a demand made to all.

4. CONTINUING SECURITY

- a. This ContinuousGuarantee shall be a continuing security and shall secure the balance from time to time owing to the Bank by the Principal Debtor in any manner whatsoever notwithstanding any change in the name, style or constitution of the Principal Debtor or any settlement of account or other matter whatsoever until the Guarantor(s) or his legal representatives shall have paid to the Bank all monies up to the limit of his liability.
- b. In the event of the dissolution or reconstitution of a firm whose account is herein secured, this ContinuousGuarantee shall apply to all monies borrowed and liabilities incurred in the firm's name until receipt by the Bank of written notice of such dissolution or reconstitution. If, however, the dissolution or reconstitution be by reason only of the retirement or death of a partner or the introduction of a further partner or partners, this ContinuousGuarantee shall continue and in addition apply to all monies and liabilities due or incurred to the Bank from or by the new firm thereby constituted as though there had been no change in the firm as previously constituted. If the Guarantor(s) or the Principal Debtor is a company this continuousguarantee shall continue to be binding and effective as a continuing security notwithstanding the liquidation, absorption, amalgamation or reconstruction of the company.

5. BANK'S PROTECTION

- a. If the Principal Debtor be an association or an unincorporated body which has no legal existence, this ContinuousGuarantee shall be valid and binding upon the Guarantor(s).
- b. This ContinuousGuarantee shall remain binding on the Guarantor(s) notwithstanding any change in the constitution of the Bank or its absorption in or amalgamation with or the acquisition of all or part of its undertaking or assets by any person or any reconstruction or reorganisation.

6. TAXES

If at any time any applicable law regulation or regulatory requirement or any governmental authority monetary agency or Central Bank of Nigeria requires **the ContinuousGuarantor(s)** to make any deduction or withholding in respect of taxes, levies duties imposts or any charges whatsoever from any payment due hereunder for the account of the Bank, the sum due from **the ContinuousGuarantor(s)** in respect of such payment shall be increased to the extent to ensure that, after the making of such deduction or withholding, the Bank received on the due date for such

payment (and retains free any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made and the ContinuousGuarantor shall indemnify the Bank against any losses or costs incurred by reason of any failure of **the ContinuousGuarantor(s)** to make any such deduction or withholding or by reason of any increased payment not being made on the due date for such payment. **The ContinuousGuarantor(s)** shall promptly deliver to the Bank any receipt of any deduction or withholding as aforesaid.

7. COSTS, CHARGES AND EXPENSES

Without prejudice and in addition to any other remedy of the Bank in respect thereof, the ContinuousGuarantor(s) hereby covenant with the Bank (jointly and severally) that on demand and on full indemnity basis the Guarantor(s) shall pay to the Bank the amount of all costs charges and expenses including legal and out-of-pocket expenses and any Value Added Tax or similar tax or duty charged or chargeable on them, which the Bank incur(s) in connection with or incidental to, among other things;

- i. the preparation, negotiation, execution and delivery of this ContinuousGuarantee and any related document;
- ii. any stamping or registration of this ContinuousGuarantee;
- iii. any actual or proposed amendment of or waiver or consent under or in connection with this ContinuousGuarantee;

8. NOTICES

A notice may be served by **the ContinuousGuarantor(s)** upon **the Bank** by sending it through the post in a pre-stamped envelope addressed to **the Bank** at its registered office and any demand for payment or any notice under this ContinuousGuarantee to be made or given by **the Bank** may be made by a letter signed by any Manager or other duly authorised officer of the Bank sent by mail messenger or through the post in a pre-stamped envelope addressed to the ContinuousGuarantor(s) at its Registered Office or Principal Place of Business or the address of the ContinuousGuarantor(s) contained herein and any demand or notice served by post on the Guarantor(s) shall be deemed to have been served at the expiration of four[4] clear days after it is posted in Nigeria and the certificate of an officer of the Bank to that effect shall be accepted by the ContinuousGuarantor(s) as conclusive evidence that the notice is so posted.

9. WAIVER

No failure or delay by the Bank in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

Any waiver by the Bank of any terms of this Guarantee or consent or approval given by the Bank under it shall only be effective if given in writing and then only the purpose and upon the terms and conditions, if any, on which it is given.

10. SEVERABILITY

Each of the provisions of this ContinuousGuarantee is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF I (Guarantor) have hereunto set my hand this day of..... 20.....

a. LIMITED LIABILITY COMPANY

The Common Seal of [Print Full Name of Company]

The ContinuousGuarantor was hereunto affixed in the presence of:-

.....**Director**

.....**Director**

.....**Secretary**

Acting pursuant to a Resolution of the Board

Dated the.....day of20.....

b. **INDIVIDUAL CONTINUOUSGUARANTOR**(full name).....
Address.....
.....

.....
Signature with Date(**Affix ₦50 Stamp**)

c. **TRADING UNDER A BUSINESS NAME**
Full name of proprietor.....
Trading name.....

.....
Signature with Date(**Affix ₦50 Stamp**)

d. **FIRM**
Name of firm.....
Partnership (name, address and signature of partners)

i.
.....

.....
Signature with Date(**Affix ₦50 Stamp**)

ii.
.....

.....
Signature with Date(**Affix ₦50 Stamp**)

iii.
.....

.....
Signature with Date(**Affix ₦50 Stamp**)

Witnessed by:
Full Names.....
Address.....
Occupation.....

.....
Signature with Date(**Affix ₦50 Stamp**)

THE CONTENT/INTENDMENT OF THIS GUARANTEE has first been read and interpreted in Yoruba/Pidgin English to me and I perfectly understood same before affixing my signatures/ marks/thumb impressions thereto.

.....
Name & Signature of Interpreter