

CONTRACT OF GUARANTEE AND INDEMNITY

TO



ACCOUNT OF

GUARANTEE and INDEMNITY (By Individuals)

This **Guarantee and Indemnity** should be returned to the Bank duly executed.

To: *Pennywise Microfinance Bank Limited*

In consideration of your making loan and advances, granting banking facilities, accommodation, or otherwise given credit to:

(Name and Residential Address of Customer/Borrower)

Name:

Residence at:

.....

Nearest Bus-Stop:

(herein after referred to as ("The Customer")). I, the undersigned hereby guarantee and **indemnify** you the payment of, and undertake on demand in writing made on the undersigned by you or any of your officers to pay all sum of **N**
(In words)
which may be due or jointly with any other person from or by the customer's current Account, or an Overdraft Account or Lean Account or any other account whatsoever which may be established upon the grant of the facility, including all bank chargers or expenses.

AND I FURTHER INDEMNIFY AND AGREE AS FOLLOWS:

1. The Guarantee /Indemnity shall be **continuing security** binding on me and my personal representatives until receipt by you of written notice of termination of the contract of **Indemnity and** notwithstanding such discontinuance by anyone or more of us, this **INDEMNITY** shall remain a continuing security as regards the other(s).
2. In the event of my death, insanity or bankruptcy, this Guarantee/Indemnity shall not be determined but it shall continue to be binding on and operative against my heirs, legal personal representatives, successors and/or assigns until termination of employment contract.
3. I hereby acknowledge and agree that a failure or delay on your part in exercising any of your rights or powers or privileges under this Guarantee/Indemnity shall not operate as waiver thereof nor shall any single or partial exercise of any other right or power or privilege preclude any further exercise of any right or power or privilege.
4. Any notice by way of demand request or otherwise here under may be given to me personally at my stated address(es) herein or may be left at my last known place of business or resident or may be sent by post, it shall be deemed to have been duly given when it would reach me in due course of post. If, for want of address or otherwise, the notice cannot be given by post an advertisement appears.
5. A demand here under may be made on your behalf by any officer of your bank or any advocates/solicitors acting for you.

6. I hereby agree that dispute arising in respect of this agreement which cannot be settled amicably shall be referred to be mutually agreed to by the Guarantor/Indemnifier and the bank or failing such agreement, this Guarantee will be enforceable before the **Chief Judge of the High Court' of Lagos State** because I am aware that without my giving this Guarantee, Pennywise Microfinance Bank could not have granted this loan to.....
7. That the Bank is entitled to exercise its **Automatic Right of set-off** without recourse to me or my personal estate.
8. That I, have been fully informed of the implications of Section 1(b)(i) of the **Dishonoured Cheques (Offences) Act 1990** in respect of my personal cheques issued payable to Pennywise MFB Ltd as a **Third Part Security** to support this Contract of Guarantee/Indemnity. This cheque will not be dishonoured on presentation.
9. That in the event of (8) above, I shall be responsible for the total cost of the debt recovery expenses which may have been incurred by the Pennywise MFB Ltd.

I hereby acknowledge a copy of this Guarantee/Indemnity entered into by me which I have duly and diligently read and understood.

Dated this day of..... 20.....

Guarantor's Signature:

GUARANTOR/INDEMNIFIER PROFILE

Name.....

Residential Address.....

Nearest Bus-Stop.....

Business Contact Address.....

Telephone..... E-mail.....

Occupation:

Employers' Name & Address:

.....

Signature & Date

WITNESS

Name:

Residential Address:

Nearest Bus-Stop:.....

Business Contact Address:.....

Telephone **E-mail:**.....

Occupation:

Employers' Name & Address:

Signature & Date:

GURANTOR'S DECLARATION

Arising from the above, I,
hereby irrevocably and unconditionally Guarantee/ Indemnify any losses, financial
and/or otherwise that ***Pennywise Microfinance Bank Ltd*** may incur as a result of the
failure of this loan beneficiary to repay the said loan facility granted under the accepted
terms and conditions.

Dated this..... Day of..... 20.....

**Signed Before Me at the
High/Magistrate Court Registry**

of, Lagos State.

Before Me

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COMMISSIONER OF OATH