

# Deed of Guarantee

From: **[Dealer owner's name]** ("Guarantor")

To: IBC Japan Limited ("IBC")

in respect of all of the obligations owing from time to time by [Dealer's full name] ("Dealer") to IBC pursuant to the Vehicle Supply Agreement ("VSA") dated on or about the date as this Deed of Guarantee.

1. In consideration of IBC agreeing to supply vehicles to the Dealer at the request of the Guarantor, the Guarantor unconditionally and irrevocably guarantees to IBC the due and punctual payment by the Dealer of all moneys payable by the Dealer under the VSA as well as the cost and expenses incurred by IBC in collecting any outstanding debt including any legal fees for the services of a lawyer, and the performance by the Dealer of its obligations to IBC under the VSA.
2. The Guarantor agrees:
  - a. to be deemed as principal debtor for all accounts held by the Dealer with IBC;
  - b. that this guarantee shall be a continuing guarantee and shall not be discharged by any settlement or payment of account and that this guarantee is both joint and several;
  - c. that the Guarantor's liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by:
    - i. the granting of time, credit or the indulgence or other concession to the Dealer;
    - ii. any alteration, modification, variation or addition to any agreement in respect of the supply of vehicles; or
    - iii. any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect, the Guarantor's obligations under this guarantee or any powers or remedies conferred upon IBC by this guarantee or by law.
3. By signing this Deed the Guarantor confirms that he has been advised by IBC to seek legal advice before signing this guarantee and he has either taken, or decided not to take, such advice.

EXECUTED as a deed

SIGNED by [ ] as Guarantor



in the presence of:



Witness' signature:

Witness' name:

Occupation:

Address: