

DATED

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DEED OF GUARANTEE

between

GUARANTOR

and

NUVIAS GROUP LIMITED

## Parties

- (1) **[FULL COMPANY NAME]** a company [incorporated] and registered in [England and Wales] with [company] number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (Guarantor) [DN: the name and details of the company acting as Guarantor]
- (2) **NUVIAS GROUP LIMITED** a company registered in England and Wales (Company Number 09773963) and whose registered office is at 80 Brook Street, Mayfair London W1K 5EG (Payee)

### 1. Interpretation

The definitions and rules of interpretation in this clause apply in this deed.

#### 1.1 Definitions.

**Affiliate** means any, some or all of the entities listed in Appendix A to this deed, and Affiliates shall be interpreted accordingly.

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Guaranteed Amounts:** all monies due (i) from the Payer to the Payee or (ii) from the Payer to an Affiliate, under any Primary Agreement.

**Payer:** [FULL COMPANY NAME OF PAYER], a company incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]. [DN: the name and details of the company to which goods and services are to be supplied]

**Primary Agreement:** any agreement between (i) the Payer and the Payee, or (ii) the Payer and an Affiliate, in relation to the provision of goods and/or services to the Payer by either the Payee or an Affiliate as relevant.

#### 1.2 Interpretation:

- a. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- b. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- c. A reference to writing or written does not include email or fax.

### 2. Payment guarantee and indemnity

- 2.1 The Guarantor guarantees to the Payee and its successors, transferees and assigns that, whenever the Payer does not pay any of the Guaranteed Amounts as they fall due, the Guarantor shall pay on demand the Guaranteed Amounts to the Payee.
- 2.2 The Guarantor as principal obligor and as a separate and independent obligation and liability from its obligations under clause 2.1 agrees to indemnify and keep indemnified the Payee in full and on demand from and against all and any losses, costs and expenses suffered or incurred by the Payee or by any of its Affiliates arising out of, or in connection with, any failure of the Payer to pay the Guaranteed Amounts.
- 2.3 If the obligation to pay the Guaranteed Amounts is, or becomes, unenforceable, invalid or illegal, the Guarantor agrees to indemnify and keep indemnified the Payee on demand against all and any losses, costs and expenses suffered or incurred by the Payee or by any of its Affiliates arising out of, or in connection with, any failure of the Payer to pay the Guaranteed Amounts.

### 3. Payee protections

- 3.1 This deed is a continuing security and shall cover the ultimate balance of all monies payable under a Primary Agreement, irrespective of any intermediate payment in full or in part of the

Guaranteed Amounts.

- 3.2** The liability of the Guarantor under this deed shall not be reduced, discharged or otherwise adversely affected by:
- (a) any act, omission, matter or thing which would not have discharged or affected the liability of the Guarantor had it been a principal obligor instead of a guarantor; or by
  - (b) any other act or omission except an express written release of the Guarantor by the Payee.
- 3.3** The Guarantor waives any right it may have to require the Payee to proceed against or enforce any other right or claim for payment against any person before claiming from the Guarantor under this deed.
- 3.4** Until all amounts which may be or become payable by the Payer under this deed have been irrevocably paid in full, and unless the Payee otherwise directs in writing, the Guarantor shall not exercise any security or other rights which it may have by reason of performance of its obligations under this clause 3, whether such rights arise by way of set-off, counterclaim, subrogation, indemnity or otherwise.

#### **4. Additions or variations to the Primary Agreement**

The Guarantor authorises the Payer and the Payee, or as relevant the Payer and an Affiliate, to make any additions or variations to the relevant Primary Agreement, and agrees to guarantee payment of the Guaranteed Amounts as so amended or varied in accordance with the terms of this deed.

#### **5. Conditional discharge**

- 5.1** Any release, discharge or settlement between the Guarantor and the Payee in relation to this deed shall be conditional on no right, security, disposition or payment to the Payee by the Guarantor, the Payer or any other person being avoided, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency or for any other reason.
- 5.2** If any such right, security, disposition or payment is avoided, set aside or ordered to be refunded, the Payee shall be entitled subsequently to enforce this deed against the Guarantor as if such release, discharge or settlement had not occurred and any such security, disposition or payment had not been made.

#### **6. Payments**

- 6.1** All sums payable by the Guarantor under this deed shall be paid in full to the Payee in the currency in which the Guaranteed Amounts are payable, free and clear of any deductions or withholdings of any kind, except for those required by any law or regulation binding on the Guarantor.
- 6.2** If the Guarantor is legally obliged to make any deduction or withholding from any payment under this deed, it shall also pay whatever additional amount is necessary to ensure that the Payee receives the full amount otherwise receivable had there been no deduction or withholding obligation.
- 6.3** If the Guarantor fails to make any payment due to Payee under this deed by the due date for payment, the Guarantor shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.

#### **7. Costs**

- 7.1** The Guarantor shall on a full indemnity basis pay to the Payee on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any value added tax on those costs and expenses) which the Payee incurs in connection with:
- (a) the preservation, or exercise and enforcement, of any rights under or in connection with this deed

or any attempt so to do; and

(b) any discharge or release of this deed.

7.2 Each party shall pay its own costs in connection with the negotiation, preparation, and execution of this deed, and all documents ancillary to it.

## 8. Guarantor representations and warranties

8.1 The Guarantor represents and warrants to the Payee that:

- (a) the Guarantor has all requisite power and authority, and has taken all necessary corporate action, to enable it to enter into and perform its obligations under this deed;
- (b) its obligations under this deed shall, when executed, constitute legal, valid, and binding obligations enforceable in accordance with the terms of this deed;
- (c) the Guarantor does not require the consent, approval or authority of any other person to enter into or perform its obligations under this deed;
- (d) the Guarantor's entry into and performance of its obligations under this deed will not constitute any breach of or default under any contractual, governmental or public obligation binding on it; and
- (e) the Guarantor is not engaged in any litigation or arbitration proceedings which might affect its capacity or ability to perform its obligations under this deed and to the best of its knowledge no such legal or arbitration proceedings have been threatened or are pending against it.

## 9. General provisions

9.1 Assignment and other dealings.

- (a) The Guarantor shall not assign, transfer, subcontract, or deal in any other manner with any or all of its rights and obligations under this deed without the Payee's prior written consent.
- (b) The Payee may at any time assign, transfer, charge, declare a trust over or deal in any other manner with any or all of its rights under this deed.

9.2 Confidentiality.

- (a) Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of the Payer, except as permitted by clause 9.3(b).
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under this deed. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9.3(b); and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) No party shall use any other party's confidential information for any purpose other than to perform its obligations under this deed.

9.3 Entire agreement. This deed constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.4 Variation. No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.5 Waiver. A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) waive that or any other right or remedy;
  - (b) prevent or restrict the further exercise of that or any other right or remedy.
- 9.6 Severance.** If any provision or part-provision of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 9.7 Notices**
- (a) Any notice or other communication given to a party under or in connection with this deed shall be in writing, addressed to that party at the address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, and commercial courier but not fax or email.
  - (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 9.8(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
  - (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 9.8 Third party rights.** No one other than a party to this deed, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 9.9 Jurisdiction.**
- (a) Each party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligations arising out of or in connection with this deed) (a "Dispute").
  - (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
  - (c) Notwithstanding paragraph (a) above, the Payee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction, and, to the extent allowed by law, may take concurrent proceedings in any number of jurisdictions.
- 9.10 Governing law.** This deed and any Dispute shall be governed by and construed in accordance with the law of England and Wales.
- This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## Appendix A - Affiliates of Nuvias

### **Guaranteed Results Limited**

Unit 1 Genesis Business Park, Albert Drive,  
Woking, Surrey,  
GU21 4RW.

### **Siphon Networks Limited**

Brecon House, William Brown Close,  
Llantarnam Park,  
Cwmbran,  
NP44 3AB.

### **Wick Hill Group**

Unit 1 Genesis Business Park, Albert Drive,  
Woking, Surrey,  
GU21 4RW.

### **Wick Hill Limited**

4 – 6 River Court, Albert Drive,  
Woking, Surrey,  
GU21 5RP.

### **Zycko Limited**

The Mallards, Broadway Lane,  
South Cerney, Cirencester,  
GL7 5TQ

### **Zycko Group Limited**

The Mallards, Broadway Lane,  
South Cerney, Cirencester,  
GL7 5TQ

### **Zycko Overseas Limited**

The Mallards, Broadway Lane,  
South Cerney, Cirencester,  
GL7 5TQ

### **DCB bvba**

J.F. 5A1,  
J.F. Kennedylaan,  
1933 Zaventem, Belgium

### **Data Communication Business BV**

De Run 4312  
5503 LN, Veldhoven, Netherlands  
Zycko Benelux BV  
Burgemeester Stramanweg 102,

1101 AA Amsterdam, Netherlands

**Nuvias Denmark, filial af Nuvias Norway AS, Norge**

Strandvejen 44,  
2900 Hellerup, Denmark

**Nuvias Norway AS Suomen sivuliike**

Leif Weldingsvei 6,  
3208 Sandefjord, Norway

**Nuvias**

10-12 Rue Andras Beck,  
92360 Meudon La Forêt, France

**Wick Hill Austria GmbH**

Vienna Twin Towers, Wienerbergstr.  
11/15a, 1100 Wien, Austria

**Wick Hill Kommunikationstechnik GmbH**

Sachsenfeld 4,  
20097 Hamburg, Germany

**Zycko Networks GmbH**

Kurfürstendamm 182,  
10707 Berlin, Germany

**Zycko Holding GmbH**

Kurfürstendamm 182,  
10707 Berlin, Germany

**Nuvias srl**

Via Cardano, 2,  
20864 Agrate Brianza MB, Italy

**Nuvias Norway AS**

Leif Weldingsvei 6,  
3208 Sandefjord, Norway

**Zycko Polska Sp. z o.o.**

ul. Przemysława Gintrowskiego 53,  
02-697 Warszawa, Poland

**Nuvias Singapore**

[tbc]

**Nuvias Iberia SL**

Calle Ochandiano. No 4, Bloque F, Portal 18, Planta 1,  
Puerta I, 28023 Madrid, Spain

**Nuvias Norway filial Sweden**

Waterfront Building Stockholm, Klarabergviadukten 63, Box 190,  
101 23 Stockholm , Sweden

**Nuvias AG**

Hardturmstrasse 120  
8005 Zürich, Switzerland

**Nuvias Inc**

80 Brook Street,  
London,W1K 5EG

**Nuvias MEA FZE**

Office No. S10123O108, Jebel Ali,  
Dubai, U.A.E

**Nuvias General Trading LLC**

Office No. 3101-3102, Concord Tower, Dubai Media City,  
Dubai, UAE

**Nuvias Limited OPC LLC**

Level 1, Building 7, Zone A, Airport road, Business Gate,  
P.O Box 93597 Riyadh 11683, KSA



Executed as a deed by:

Print name:

Signature:

Date:

Acting by (name of director) a director in the presence of:

Print name:

Signature:

Date:

Address:

Occupation:

Executed as a deed by **Nuvias Group Limited**

Print name:

Signature:

Date:

Acting by (name of director) a director in the presence of:

Print name:

Signature:

Date:

Address:

Occupation:

