

# Guaranty and Suretyship Agreement



The undersigned (hereinafter individually or collectively “GUARANTOR”), in order to induce ActiveCare Medical, Inc. (hereinafter ACTIVECARE) to sell products manufactured and/or distributed by ACTIVECARE to \_\_\_\_\_, (hereinafter “DEBTOR”) in consideration of open credit terms continuing hereafter, and for other goods and lawful consideration, the receipt of which is hereby acknowledged, do/does on behalf of him/her or themselves, his/hers of their heirs and successors, hereby unconditionally, absolutely, and irrevocably guarantee to ACTIVECARE the prompt and punctual payment of all sums now or hereafter due from DEBTOR to ACTIVECARE, as well as any and all damages including, but not limited to, collection fees and legal expenses that may arise in consequence of the failure of DEBTOR to make such payments when due; it being agreed that recourse may be made to the GUARANTOR upon this Guaranty, without requiring any proceedings to be taken against DEBTOR. It is understood that no action shall be taken by ACTIVECARE upon GUARANTOR’S obligation hereunder unless and until ACTIVECARE has provided GUARANTOR with ten (10) days prior notice that a debt of DEBTOR to ACTIVECARE is past due and unpaid. GUARANTOR acknowledges this Guaranty is not limited to the amount of credit initially extended to DEBTOR, and the obligations set forth in this Guaranty shall be binding upon and inure to the benefit of ACTIVECARE, its successors, assigns, and personal representatives.

GUARANTOR acknowledges that this Guaranty and Suretyship applies to any and all debts owed by DEBTOR to ACTIVECARE as of the date of this Agreement; any and all debts soon to be incurred by DEBTOR in favor of ACTIVECARE contemporaneously with the execution of this Agreement; any and all future debts arising out of the sale of products from ACTIVECARE under this Agreement; and any and all future debts otherwise arising out of the sale of products from ACTIVECARE to DEBTOR. GUARANTOR acknowledges that GUARANTOR has entered into this Guarantee and Suretyship Agreement with full authority of DEBTOR and has done so knowingly, intentionally and voluntarily. To the extent permitted by applicable law, the obligations of each GUARANTOR executing this Agreement shall be joint and several and GUARANTOR’S obligations hereunder are and shall remain irrevocable irrespective of any interruption in the business or dealings of DEBTOR or any interruption or cessation of the relationship between GUARANTOR and DEBTOR. Notwithstanding the immediately foregoing, and only with respect to liabilities of DEBTOR to ACTIVECARE not then incurred, any attempted revocation of this Guaranty for future obligations or DEBTOR to ACTIVECARE shall only be effective if in writing by a duly authorized credit representative of ACTIVECARE as accepted and applied to DEBTOR’S account.

Neither this Guaranty nor any rights or duties hereunder may be assigned by GUARANTOR or DEBTOR without the prior written approval of ACTIVECARE. Approval or denial of such assignment shall be at the sole discretion of ACTIVECARE and denial need not state the cause or grounds therefor and is not required to be reasonable. A change in ownership of DEBTOR shall be considered the same as an attempted assignment, and therefore, GUARANTOR acknowledges that a change in ownership of the DEBTOR does not relieve GUARANTOR of any obligations created by this Guaranty, unless ACTIVECARE has consented in writing to an assignment of this Guaranty.

# Guaranty and Suretyship Agreement



This Guaranty is unlimited as to amount and duration and shall remain in full force and effect notwithstanding any extension, compromise, adjustment, forbearance, waiver, release or discharge of any party obligor or GUARANTOR, or release in whole or in part of any security granted for said indebtedness or compromise or adjustment thereto, and GUARANTOR waives all notices thereof. Failure by ACTIVECARE or its successors, executors, administrators, representatives, and assigns to enforce any of the terms, covenants, or conditions of this Guaranty for any length of time shall not be deemed to waive or decrease the rights of such party to insist thereafter upon strict performance by GUARANTOR.

The laws of the State of South Carolina shall govern this Agreement. No changes, modifications, or amendments to this Guaranty shall be made or deemed effective unless done in writing and executed by the parties herein. Should one or more of the provisions contained in this Guaranty for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Guaranty. Moreover, this Guaranty shall be reformed to eliminate such invalid, illegal, or unenforceable provision in a manner which most closely approximates the intent of the parties with respect thereto.

GUARANTOR acknowledges and represents that he has had an opportunity to read, review, and/or otherwise consult with counsel of his choosing regarding this Guaranty, and is choosing to proceed accordingly.

IN WITNESS WHEREOF, the undersigned have hereinafter set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GUARANTOR(S):

Signature (No title) \_\_\_\_\_ Signature (No title) \_\_\_\_\_

Print Name \_\_\_\_\_ Print Name \_\_\_\_\_

Social Security Number \_\_\_\_\_ Social Security Number \_\_\_\_\_