



TERMS AND CONDITIONS

These terms and conditions apply to and regulate the provision of credit facilities advanced by Vanir Capital Limited ("the Company"). These Standard Terms and Conditions set out the terms governing this Loan Agreement. It is important that you read these terms and conditions carefully and keep them for future reference.

A. Advancement

- i. This terms and conditions shall commence on the effective date and shall continue until the facility is fully liquidated.
- ii. Vanir Capital Limited agrees to advance the Loan and the Borrower agrees to take the loan subject to this terms and conditions as set out herein.

B. Interest Rate

- i. The Annualized Percentage Rate of Interest ("APR") for the direct Loan Accounts are determined by Vanir Capital in its sole discretion (subject to applicable laws and regulations) from time to time and also as will be varied by the Company under sub- clauses B and/or C below.
- ii. The interest rate is subject to review at the Company discretion
- iii. Any change in interest rate will take effect on the Borrower's account following a minimum of 7 days written notice.
- iv. All charges will be capitalized into the interest calculation.
- v. Vanir Capital Limited will calculate interest on the daily balance outstanding (after adjustment is presented to the bank in the course of collection).
- vi. Vanir Capital Limited shall compound interest on the loan at such interval as it shall solely in its discretion determine.

C. Method of Payment

All repayments by the Borrower will be made by one of the following methods: Direct Deposit at Vanir Capital Bank Accounts, Cash deposit, Personal Postdated Cheques and Standing Order or through an acceptable electronic channel. All other methods will be accepted with the Company's consent only.

- i. The borrower will be given a dedicated and customized repayment plan together with this offer letter upon approval of the loan application.
- ii. The Borrower will be expected to make monthly repayments in accordance with the repayment plan.
- iii. The Borrower will be sent an electronic message or SMS every single day of the 5 days to repayment date before each monthly repayment date and the borrower hereby agrees that such notice shall be conclusively deemed received by the Borrower needless of any further notice.

D. Repayment

- i. The Borrower agrees to repay the Loan (principal accrued interest) in accordance with this terms and condition.
- ii. The installmental repayment as calculated in the dedicated repayment schedule are done on the basis of payment at regular agreed intervals. If the due date for installmental repayment falls on a non-business day, then the installmental repayment may be paid on the next succeeding business day, and charges may accrue in event that the holiday is not a Bank holiday.
- iii. The Borrower may terminate the Loan Agreement and repay back all or any part of the borrowed amount on any day before the scheduled maturity date, by paying to Vanir Capital Limited, all interest, fees and other monies then accrued or due under this Agreement as at the date of early repayment (whether or not yet payable).
- iv. The Borrower hereby agrees that nonpayment of the amount owed to the Company by the Payment Due Date shall render the Borrower in default and entitles the Company to take steps to recover the outstanding loan amount.

E. Condition Precedence

At our request, you will be required to provide us with your latest 6 Month financial statements, contingent liability details and any other reasonable information relating to you and/or your financial affairs.

F. Use of Credit Bureau

Upon duly filling the Vanir Capital Ltd loan application form, the borrower agrees that:

- i. The Company will approach a dedicated Credit Reference Agency for a credit report of the borrower upon considering any application for credit.
- ii. The Borrower authorizes the Company to access any information available to it as provided by the Credit Agency.
- iii. The Borrower also agrees that his/her details and the loan application decision will be registered with the Credit Agency.
- iv. In the event the Borrower wishes to access the credit report, the Company will advise the Borrower of the contact details of the relevant credit agency and the Borrower waives any claims he/she may have against the Company in respect of such disclosure.

G. Representations and Warranties

- i. The Borrower represents and warrants that:
- ii. He/she agrees to accept this facility and has taken all necessary actions to authorize same upon executing the offer letter herein.
- iii. He/she is not in default or under any obligation in respect of any borrowed money that the acceptance of this facility will be or result in breach of or default under any provision of any other agreement to which the Borrower is a party.
- iv. The information given to Vanir Capital Limited verbally or in writing in the formal loan application form is true and accurate.
- v. The borrower will utilize the loan for the purpose(s) for which it intimated Vanir Capital Limited about in their application for the loan.
- vi. The borrower agrees that Vanir Capital limited will not be held liable for the postdated cheques provided by the borrower upon approval of the loan facility, in event that such loan is declined.
- vii. The Borrower agrees that in the event this loan application is declined by Vanir Capital Limited, application documents shall not be returned to the Borrower.

H. Events of Default

The occurrence of any of the following events shall cause all outstanding amounts under this facility to become immediately due and payable:

- i. If the Borrower fails to make a repayment or payment of principal, interest or other amount in respect of the loan on the date it was due to be paid; or



- If the Borrower breaches any of the terms and conditions in this offer letter including any representation or confirmation given by the Borrower in this loan agreement.
- ii. Where the Borrower is unable to pay any other party within the meaning of Section 1 of the Bankruptcy Act (Cap 30) Laws of the Federation of Nigeria.
 - iii. Where a situation arises which in the opinion of Vanir Capital Limited makes it inappropriate for Vanir Capital Limited to continue to extend the facility to the Borrower.
 - iv. If the Borrower defaults in the performance or observance of any other term, condition or representation herein and such breach or default continues unliquidated after ten days' notice shall have been given to the Borrower.
 - v. The Borrower fails to make repayment in full, on or before the payment date in accordance with the monthly repayment plan availed to the Borrower;
 - vi. Any representation, warranty or assurance made or given by the Borrower in connection with the application for this loan or any information or documentation supplied by the Borrower, is subsequently discovered to be materially incorrect; or
 - vii. The Borrower by his Act or Omission prejudices the Company's rights in terms of this Agreement and/or cause the Company to suffer any loss or damage.
 - viii. The borrower agrees to sign an indemnity form in event of further default and the adverse effect of defaulting further shall be deemed self-inflicted.

I. Rights of The Company in Event That the Borrower Defaults

- i. The Company will on each Repayment Date collect the total amount payable by that date in accordance with the repayment plan schedule given to the Borrower. Where the Borrower fails to honor their obligation to repay their total monthly repayment amount by the due date, the Company will attempt to collect the outstanding amount within the next twenty-four (24) hours.
- ii. Where more than seventy-two (72) hours have elapsed since the repayment date and the repayment amount (total or partial) still remains outstanding, the Company will start calculating accelerated interest at the rate of 1% per day of the amount due.
- iii. Where more than ten (10) days have elapsed since the repayment date and the repayment amount (total or partial) still remains outstanding, the accrued interest would be merged with the loan principal and rolled-over.
- iv. Following the borrower's default, the Company reserves the right to assign its right, title and interest under the Agreement an external Collections Agency who will take all steps to collect the outstanding loan amount.
- v. The Company also reserves the right to start legal proceedings against the defaulting Borrower and is under no obligation to inform the Borrower before such proceedings commence.
- vi. The Company will be entitled to terminate this Agreement (after service of any notice required there under) if the Borrower in any way perpetrates or attempts to or is involved in any act of fraud or other criminal activity in respect of Vanir Capital Limited or the Loan, or if any information provided by the Borrower as part of the application is incorrect or misleading in any material manner. On such termination, the Company reserves the right to demand repayment of the full loan amount with interest calculated in the same manner as in sub-clause (ii) above.

J. Costs and Expenses

- i. The Borrower hereby agrees to pay all administrative costs, charges and expenses (including legal fees) reasonably incurred by Vanir Capital Limited in connection with the processing of this loan request.
- ii. The Borrower hereby agrees to pay the accrued charges in the event that any of the repayment instruments issued by them in favor of Vanir Capital Limited is returned unpaid.
- iii. The Borrower hereby agrees to pay all costs and expenses (including legal fees) incurred by Vanir Capital Limited in connection with any proceedings instituted by or against Vanir Capital Limited as a consequence of entering into this loan agreement.

K. Assignment and Disclosure of Information

- i. The Borrower consents irrevocably to any future transfer and assignment, however arising of the loan, whether as part of a loan transfer scheme or otherwise.
- ii. The Borrower authorizes Vanir Capital Limited to disclose any information or documentation relating to the loan to the general public including but not limited to the borrower's employer (where the Borrower is in salaried employment), friends, family members and relatives, professional associations and any other body associated with the borrower in the event that the loan has ceased to be serviced by the Borrower.

L. Variation of Conditions

Vanir Capital Limited reserves the right at all times to vary the terms and conditions of the loan agreement. Any such variation will become effective upon notice to the Borrower by any means Vanir Capital Limited considers reasonable in the circumstance.

M. Set - Off

- i. Vanir Capital reserves the right to combine or consolidate some or all of the Borrower's accounts with it without any liability to Vanir Capital Limited
- ii. In event of default, Vanir Capital is authorized to Set off and transfer any sum outstanding to the credit of any such account in full or partial payment of any amount the Borrower owes to Vanir Capital Limited.
- iii. This clause is in addition to and does not amend or qualify any other present or future right of Vanir Capital Limited to combine or set off any of the Borrower's accounts with it.



N. Governing Law

This Agreement shall be governed by the laws of the Federal Republic of Nigeria and shall be subject to the jurisdiction of the courts of the Federal Republic of Nigeria.

O. Means of Communication

The Borrower agrees that the Company may communicate with them by sending notices, emails, messages, alerts and statements in relation to this Agreement in the following manner:

- i. To the most recent address the Company holds for the Borrower.
- ii. By delivery to any email address provided during the application process.
- iii. By delivery of an SMS to any mobile telephone number the Borrower has provided to the Company.
- iv. Vanir Capital Limited reserves the right to contact applicants Employers and/or Next of Kin or any other person who is of important standing to the borrower concerning loan details especially as it relates to any case of default.

P. Miscellaneous

- i. If the Company does not strictly enforce its rights under this Agreement (including its right to insist on the repayment of all sums due on the Repayment Due Date) or grant the Borrower an indulgence, the Company will not be deemed to have waived those rights and will not be prevented from insisting upon its strict rights at a later date.
- ii. The Company reserves the right to transfer or assign its rights and obligations under this Agreement (including its obligation to lend money to the Borrower or the amount owed under this Agreement) to another person. The Company will only tell the Borrower if such a transfer causes the arrangements for the administration of this Agreement to change.
- iii. The company reserves the right to destroy all cheques (including post-dated) at the expiration of the loan or on payment in advance of installment by the Borrower.
- iv. Any refund made to the Borrower for duplicate payment may attract a refund processing fee.
- v. Vanir Capital reserves the right to review, verify and screen all details, including but not limited to the loan amount applied for by the Borrower and the Lender is not bound to grant the exact loan amount applied for by the Borrower.
- vi. The borrower agrees to bring to the notice of the company about any change in Residential and /or office Address or any other change.
- vii. The borrower agrees to provide a guarantor whose duty is to confirm the borrower's existence and credibility.
- viii. Applicants/Borrowers that submit fake or fraudulent documentation shall be reported to appropriate regulatory bodies, for prosecution and/or any other penalties as the regulatory body deems fit.
- ix. The borrower also authorizes Vanir Capital Limited to present the repayment instrument issued by you (in favor of Vanir Capital) for the repayment of the Loan as and when due until the Loan has been fully liquidated and if, for any reason whatsoever, your account is not funded at the time of presentation, you shall be criminally liable under the Dishonored Cheques (Offences) Act, CAP D1, LFN 2004.

DISCLAIMER: PLEASE NOTE THAT NO FORM OF CASH TRANSACTION BETWEEN CLIENT AND ANY STAFF, AGENT OR PERSONS ON BEHALF OF VANIR CAPITAL LIMITED IS ALLOWED. VANIR CAPITAL LIMITED WILL NOT ACCEPT LIABILITY FOR SUCH TRANSACTION OR PAYMENT.