

## **GUARANTOR'S FORM**

## PERSONAL INFORMATION Names: (Surname) (Other names) (Title) Occupation:......Age:.....Age: State of Origin: L.G.A. Telephone Number: BVN: Office Address: Home Address: ..... TYPE OF ID: National ID NIN International ID Voter's Card Guarantor's Oath I .......with the above shall granted to him/her on the .......day of .........year ..... I also attest to the fact that I am duly informed and privy to this transaction between Ifeadigo Microfinance Bank Limited and the loan applicant, and that I willingly without duress offer to stand as guarantor to any outstanding sum number..... as part of the terms of the guarantee. This Guarantee shall extend to cover in the case of the death, bankruptcy or liquidation of the Customer all sums which would have been owing to you by the Customer(s) if such death had occurred or such bankruptcy or liquidation had commenced at the

- (a) time when you received actual notice thereof and notwithstanding such death, bankruptcy or liquidation.
- all monies obtained from you notwithstanding that the borrowing or the incurring of such liabilities may be (b) invalid or in excess of the powers of the Customer and notwithstanding any other irregularity in the borrowing or the incurring or such loan.

This Guarantee shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum or sums owing as aforesaid but shall be a continuing security binding each of us and his personal representatives until the expiration of three months after the receipt by you from any one of us or his personal representatives of notice in writing to discontinue it and notwithstanding and change in the name style or constitution of the customer.

This Guarantee shall not be affected by any failure on your part to take any security or by the invalidity of any security taken or by any existing or future agreement by you as the application of any advances made or to be made to the Customer(s) or should this guarantee prove not to be binding on any other Guarantor or Guarantor(s) hereunder for any reason whatsoever.

So long as any monies remain owing hereunder you shall have a lien upon and an immediate right of set-of against all monies now or hereafter standing with you whether on any current or other account assets now or hereafter lodged with or under your control whether such account or lodgment is in the name of anyone or more of us.

Until all monies and liabilities due or incurred by the Customer(s) to you shall have been paid or discharged no one of us we will by paying off any sum recoverable hereunder or by any other means or on any other ground claim any set-off or counter-claim against the Customer(s) in respect of any liability on the part of us. or any of us to the Customer(s) or claim or prove in competition with you in respect of any payment by any of us hereunder or be entitled to claim or have the benefit of any set-off counter-claim or proof against or dividend composition or payment by the Customer(s) or his/their estate(s) or. the benefit of any other security which you may now or hereafter hold for any monies or liabilities due or incurred by the Customer(s) to you or to have any share therein.

Any security now or hereafter held by or for us from the Customer in respect of our liability hereunder shall be held in trust for you and as security for any liability hereunder shall be held in trust for you and as a security for any liability and shall forthwith be deposited by us with the Bank for that purpose.

This Guarantee shall in addition to other Guarantee or security for the Customer which you may now or hereafter hold whether from us or any of us or from any other person and on discharge by payment or otherwise shall remain your property.

The expression "the Customer" and "the Guarantor" whenever used herein include and extend to their successors and assigns personal representatives and executors and where the context allows the expression "security" shall be deemed to include a judgment specialty Guarantee indemnity negotiable and other instruments and securities of every kind.

This Guarantee is governed by Nigeria law and we agree to submit to the jurisdiction arid competence of the Nigerian Courts and Tribunals in all matters pertaining thereto but with your full liberty to resort to the Courts of any other country where jurisdiction may exist or be established.

I irrevocably undertake to REPAY to Ifeadigo Microfinanoe Bank Limited, the value of the loan/facility plus interest on any Form of indebtedness and other associated cost of debt recovery/charges on behalf of the above mentioned loan applicant if he/she fails to repay the loan/facility on or before the due date of ......

I consent to Ifeadigo Microfinance Bank Limited presenting my cheque(s) if the loan applicant fails to repay the loan. I also understand that this guarantee is irrevocable as long as the loan is still running i.e. as long as the principal and interest has not been fully paid.

By my signature appended below I hereby commit to repaying the full outstanding loan sum, interest and other associated cost of debt recovery/charges upon first demand by Ifeadigo Microfinance Bank Limited upon failure of the borrower to fully pay after the tenor of the loan.

| SIGNED and DATED BY: | WW             |
|----------------------|----------------|
| In the presence of:  |                |
| Witness:             |                |
| Signature & Date:    |                |
| Address:             | ************** |