IRREVOCABLE AND UNCONDITIONAL GUARANTEE & INDEMNITY

THIS IS A CRITICAL LEGAL DOCUMENT. PLEASE READ CAREFULLY AND SEEK INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

Date: _____

Guarantor's Full Name: _____

Guarantor's Address: _____

Guarantor's Phone Numbers: _____

Guarantor's BVN: _____

Borrower's Name: _____

Borrower's Address: _____

Loan Facility Amount: NGN _____

Loan Facility Type: _____

Loan Offer Letter Date: _____

WARNING TO POTENTIAL GUARANTOR: THIS IS A STRONG COMMITMENT. BY SIGNING THIS DOCUMENT, YOU ARE AGREEING TO BE PRIMARILY AND DIRECTLY RESPONSIBLE FOR THE REPAYMENT OF THE LOAN GRANTED TO THE BORROWER. THIS IS NOT A MERE SECONDARY PROMISE. SHOULD THE BORROWER DEFAULT FOR EVEN A SHORT PERIOD, YOU WILL BE IMMEDIATELY OBLIGATED TO REPAY THE ENTIRE OUTSTANDING LOAN AMOUNT, INCLUDING ALL ACCRUED INTEREST, CHARGES, AND COSTS. YOUR ASSETS (INCLUDING BANK ACCOUNTS) MAY BE LEVIED UPON OR SEIZED TO SATISFY THE DEBT. CONSIDER YOUR FINANCIAL CAPACITY AND ABILITY TO REPAY THE FULL LOAN AMOUNT BEFORE COMMITTING. IF YOU HAVE ANY DOUBTS, DO NOT SIGN THIS DOCUMENT.

1. AGREEMENT TO GUARANTEE & INDEMNIFY: In consideration of Thrive Microfinance Bank Limited, a duly incorporated and Central Bank of Nigeria licensed microfinance bank with its head office at 57, Isheri-Ogunnusi Road, Ogba, Ikeja, Lagos State (hereinafter "the Lender") granting the Loan Facility to the Borrower, I, the undersigned Guarantor, **HEREBY IRREVOCABLY AND UNCONDITIONALLY GUARANTEE, as PRIMARY OBLIGOR and not merely as surety, AND INDEMNIFY** the Lender for the prompt and full payment and discharge of all monies, obligations, and liabilities, whether principal, interest, charges, fees, or costs (collectively, the "Indebtedness"), now or at any time hereafter due, owing, or incurred by the Borrower to the Lender under the Loan offer Letter _____ and any other agreements related thereto (the "Loan Documents").

2. PRIMARY OBLIGATION & IMMEDIATE LIABILITY: My obligation hereunder is a **primary, absolute, and unconditional obligation of payment** and is not conditional upon the Lender first taking any action or exercising any remedies against the Borrower or any other person, or against any other security or guarantee. I agree that **should the Borrower default on any payment or obligation under the Loan Documents for a period exceeding SEVEN (7) CALENDAR DAYS, my liability as primary obligor shall immediately crystallize, and I shall be directly and unconditionally liable to repay the entire Indebtedness upon first demand from the Lender.** Such demand may be made in writing, by email, phone call, or SMS.

3. CONTINUING SECURITY: This Guarantee and Indemnity shall be a **continuing security** and shall remain in full force and effect until the whole of the Indebtedness has been fully repaid to the satisfaction of the Lender, notwithstanding any intermediate payments, satisfaction of the whole or part of the Indebtedness, or fluctuations in the amount of the Indebtedness.

4. WAIVER OF DEFENSES: I hereby expressly waive and renounce all rights, benefits, and defenses available to a surety at law or in equity, including without limitation:

a) Any right to require the Lender to proceed against the Borrower or any other person, or to exhaust any other remedies or securities before proceeding against me.
b) Any defense arising from any lack of validity, legality, or enforceability of the Loan Documents or any other agreement related to the Indebtedness.
c) Any defense arising from any amendment, modification, variation, extension of time, indulgence, release, compromise, or waiver granted by the Lender to the Borrower or any other person, or in respect of any security.
d) Any defense arising from the insolvency, bankruptcy, liquidation, dissolution, death, or incapacity of the Borrower or any other person.
e) Any defense arising from any failure by the Lender to perfect or enforce any security or to inform me of any default or financial condition of the Borrower.
f) Any right to require notice of any default by the Borrower.

5. GLOBAL STANDING INSTRUCTION (GSI) MANDATE: By signing this document, I irrevocably authorize and instruct all banks and financial institutions where I maintain accounts (whether now or in the future) to honor any GSI mandate issued by the Lender, allowing the Lender to debit funds from any of my accounts (savings, current, fixed deposit, domiciliary, or any other account) across all financial institutions in Nigeria, without further recourse to me, for the purpose of settling the Indebtedness in the event of default by the Borrower. This authorization is without prejudice to any other rights or remedies available to the Lender.

6. SET-OFF: So long as any Indebtedness remains owing, the Lender shall have a lien upon and immediate right of set-off against all monies now or hereafter standing to my credit with the Lender, whether on any current or other account, and irrespective of the currency.

7. ENTIRE AGREEMENT & GOVERNING LAW: This document constitutes the entire agreement between me and the Lender with respect to this Guarantee and Indemnity. This Guarantee and

Indemnity shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria.

8. INDEPENDENT LEGAL ADVICE: I confirm that I have been strongly advised by the Lender to seek and have had the opportunity to obtain independent legal advice regarding the terms and implications of this Guarantee and Indemnity before signing. I understand that if I choose not to seek such advice, I do so at my own risk.

IN WITNESS WHEREOF, I have executed this Irrevocable and Unconditional Guarantee & Indemnity on the date first above written.

GUARANTOR'S SIGNATURE:

Guarantor's Full Name: _____

WITNESS SIGNATURE:

Name: _____

Address: _____

Occupation /Title: _____ **Date:** _____

Commissioner for Oaths