



*Catalyst for business growth*

Fidelity-Link Optimal Investment LTD

14 Bello Onaopemipo Street, Elijah Araromi Phase II

Badagry Express Way, Lagos State, Nigeria

Website: [www.fidelitylinkoptimal.com](http://www.fidelitylinkoptimal.com), [info@fidelitylinkoptimal.com](mailto:info@fidelitylinkoptimal.com)

Telephone Number: 09022151500, 09065000004

## Product(s) Finance Loan Application

Applicant Name: \_\_\_\_\_

Gender: \_\_\_\_\_ Male \_\_\_\_\_ Female

Present Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_, \_\_\_\_\_

Date Of Birth: \_\_\_\_\_

Previous 5 years addresses

1<sup>st</sup> Past Address: \_\_\_\_\_

2<sup>nd</sup> Past Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Employer's Name, Address & Telephone Number:

\_\_\_\_\_

\_\_\_\_\_

If Trader, Shop Address: \_\_\_\_\_

Married or Single: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_, BVN Number: \_\_\_\_\_

Name of the Bank: \_\_\_\_\_, Account Opened At: \_\_\_\_\_

Name of Spouse: \_\_\_\_\_ Spouse Occupation: \_\_\_\_\_



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## PRODUCT FINANCE LOAN AGREEMENT

**Name of Product(s) Finance:** \_\_\_\_\_

This product(s) loan agreement (“this agreement”) is dated on this \_\_\_\_ day of \_\_\_\_\_, 2020 by among \_\_\_\_\_ (hereinafter known as “Borrower”) and **Fidelity-Link Optimal Investment LTD**, located at No. 14 Bello Onaopemipo Street, Elijah Araromi Phase II, Badagry Express Way, Lagos State , Nigeria (hereinafter known as “Lender”). “Borrower” and “Lender” shall collectively be known herein as “The Parties”.

### **BACKGROUND**

WHEREAS, “Lender” desires to loan the “borrower” money to acquire product(s) described below under the terms and conditions set forth below. WHEREAS, borrower desires to accept the loan under the terms and condition set forth below, and therefore.

### **TERMS AND CONDITIONS**

**IN CONSIDERATION** of the mutual promises in the agreement, the product(s) and any other assets, whether moveable or immovable, offered or caused to be offers as security/secured in favor of **Fidelity-Link Optimal Investment LTD** by the ‘borrower’ for the due repayment of the loan facility granted by **Fidelity-Link Optimal Investment LTD**.

**Description of the acquired vehicle to be used as security/Secured is as follows:**

**Product Name:** \_\_\_\_\_

**Make:** \_\_\_\_\_

**Model:** \_\_\_\_\_

**Description of the Product(s):** \_\_\_\_\_

**Serial Number:** \_\_\_\_\_



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**FINANCING OF THE PRODUCT(S) LOAN TERMS:**

**PROMISORY NOTES:** - Borrower promises to pay to the order of “lender” the sum of \_\_\_\_\_, (Naira) together with interest and cost/principal of the product(s) for the total amount to be finance for the product(s) (hereinafter), (“the Loan Amount”). This is a term promissory note that shall expire \_\_\_\_ months from the date of execution of this agreement by the parties (hereinafter, the Maturity Date”) in all cases, the entire outstanding Loan Amount (including principal and all accrued interest) shall be fully paid by “borrower” to “lender”, or any subsequent assignee of this note, on or before the Maturity Date.

**“Borrower’s” Initial: \_\_\_\_\_**

**PERIODIC INSTALLMENT PAYMENT:** - “Borrower” shall make monthly payment to “Lender” in the amount in the amortization scheduled monthly payment or deduction from his/her salary on the due date through his/her employer on behalf of **Fidelity-Link Optimal Investment LTD**. Loan payment begins on the next salary payment date or in 30 days whichever is soonest after the date of execution of this agreement payment, until the Loan Amount (Including principal and all accrued interest is completely repaid or the Maturity Date is reached, whichever occurs first. **“Borrower’s” Initial: \_\_\_\_\_**

**DEFAULT ON PAYMENT:** Under this “Agreement”, if the monthly payment which includes the principal and interest is not received for more than thirty (30) days, by the “Lender”, it has resulted to “default on payment. The “Lender” shall proceed on the repossession of the product(s) used as security/secured, and “lender shall go after the “borrower for any unpaid principal and interest owed plus any additional fees for repossessing of the product(s).

**“Borrower’s” Initial: \_\_\_\_\_**

**PRODUCT(S) DEFECTIVE OR DEFECTED:** It is understood that Lender is NOT responsible for the defectives or defected of the product(s) purchased by the “Borrower”, the manufacturer or seller of the product(s) is responsible for the repairs, rework or replacement of the defective or defected product(s). The Lender’s responsibility is loan financing of the product(s).

**“Borrower’s” Initial: \_\_\_\_\_**

**ACCELERATION:** - If the “borrower” fails to cure any default in installment payment called for under this agreement within thirty (30) days, the entire Loan Amount including all unpaid principal and accrued interest shall accelerate and becomes due and payable by “borrower” to “lender” immediately. **“Borrower’s” Initial: \_\_\_\_\_**



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**Transfer, Assign, Sold Of Loan:** - Under this "Agreement", the "Lender" can transfer, assign or sold all balances owes by the "borrower" under this "Agreement" the remaining balance plus accruing interest of the loan under the payment plans of the principal and interest to any other company, group or individual. **"Borrower's" Initial:** \_\_\_\_\_

**Addresses to be used for mailing:** - For mailing of any notice or payment called for under this agreement the parties shall use the addresses for "Lender and "Borrower" listed below. However, if any party gives the other written notice of a new address, that new address shall be used. If the parties execute a separate promissory note or loan agreement relative to the "Lender" financing of this loan, the terms of the separate promissory loan agreement shall take precedence over this paragraph where there is a conflict. **"Borrower's" Initial:** \_\_\_\_\_

**Borrower's Address where the product(s) will be stationed: -**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lender address is at above of this Application And Agreement except otherwise stipulated during the processing of this loan or after the approval of this loan of different address.

**Borrower Responsibility of Insurance on product(s) used as collateral of the loan:** - Borrower acknowledges that unless prohibited by applicable law, insurance coverage shall be maintained by "borrower" all time. **"Borrower's" Initial:** \_\_\_\_\_

**Indemnification of Lawyer's Fees and out of pocket costs:** - Should any party materially breach this agreement , the non-breaching party shall indemnified by the breaching for its reasonable lawyer's fees and out of pocket costs which in any way relate to or were precipitated by the breach of this agreement. This provision shall not limit in any way the remedies either party may have otherwise possessed in law or equity relative to a breach of this agreement. The term "out-of-pocket costs" as used In this agreement shall not include lost profits. **"Borrower's" Initial:** \_\_\_\_\_



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**Modification:** - Except as otherwise provided in this document, this agreement may be modified, superseded, or voided ONLY upon the written and signed agreement of the parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein. **“Borrower’s” Initial:** \_\_\_\_\_

**Acknowledgements:** - Each party acknowledges that he or she has had an adequate opportunity to read and study this Loan Agreement, to consider it, to consult with lawyer if he or she so desired. **“Borrower’s” Initial:** \_\_\_\_\_

**Exclusive Jurisdiction for suit in Case of Breach:** - The parties, by entering unto this agreement, submit to jurisdiction in Lagos State, Nigeria for adjudication of any disputes and /or claims between the parties under this agreement. Furthermore, the parties hereby agree that the courts of Lagos State, Nigeria shall have exclusive jurisdiction over any disputes between the parties related to this agreement, whether said disputes sounds in contract, tort, or other areas of the law. **“Borrower’s” Initial:** \_\_\_\_\_

This “Loan Agreement” shall be interpreted under, and governed by, the laws of the state of Lagos State, Nigeria.

IN ACKNOWLEDGING and acceptance and agreement of the foregoing, “Lender” AND “Borrower” affix their signatures hereto.

**LENDER:**

Fidelity-Link Optimal Investment LTD  
No. 14 Bello Onaopemipo Street  
Elijah Araromi Phase II  
Badagry Express Way, Lagos State, Nigeria

**BORROWER:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Representative:** \_\_\_\_\_

\_\_\_\_\_

**Position:** \_\_\_\_\_

\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_