

This Programme Memorandum has been prepared in accordance with the guidelines of the Central Bank of Nigeria ("CBN") on the Issuance and Treatment of Bankers Acceptances and Commercial Papers issued on 11 September, 2019, and the CBN circular to all deposit money banks and discount houses dated 12 July, 2016 on the Mandatory Registration and Listing of Commercial Papers (together the "CBN Guidelines") and the Commercial Paper Registration and Quotation Rules of the FMDQ Securities Exchange Limited ("FMDQ Exchange" or the "Exchange") in force as at the date hereof. This document is important and should be read carefully. If you are in any doubt about its content or the action to take, kindly consult your Stockbroker, Accountant, Banker, Solicitor or any other professional adviser for guidance immediately. This Programme Memorandum has been seen and approved by the Board of Directors of Fast Credit Limited who jointly and severally accept full responsibility for the accuracy of all information provided in this Programme Memorandum.



FAST CREDIT LIMITED

(RC 1209242)

₦5,000,000,000

COMMERCIAL PAPER ISSUANCE PROGRAMME

Fast Credit Limited ("FCL", "the Issuer" or "the Company"), a private limited liability company incorporated in Nigeria, has established this ₦5,000,000,000 (Five Billion Naira) Commercial Paper Issuance Programme (the "CP Programme" or the "Programme"), under which the Company may from time to time issue Commercial Paper Notes ("CP Notes" or "Notes"), denominated in Nigerian Naira or in such other currency as may be agreed between the Issuer and the relevant Issuing and Placing Agents (as defined in the section titled, "Summary of the Programme", in separate Series or Tranches subject to the terms and conditions ("Terms and Conditions") contained in this programme memorandum (the "Programme Memorandum").

Each Series or Tranche (as defined herein) will be issued in such amounts, and will have such discounts, period of maturity and other terms and conditions as set out in the Pricing Supplement (as defined herein) applicable to such Series or Tranche (the "Applicable Pricing Supplement"). The maximum aggregate nominal amount of all CP Notes from time to time outstanding under the CP Programme shall not exceed ₦5,000,000,000 (Five Billion Naira) over a three-year period that this Programme Memorandum, including any amendments or supplement thereto, shall remain valid.

This Programme Memorandum is to be read and interpreted in conjunction with any supplement hereto and all documents which are incorporated herein by reference and, in relation to any Series or Tranche (as defined herein), together with the Applicable Pricing Supplement. This Programme Memorandum shall be read and construed on the basis that such documents are incorporated and form part of this Programme Memorandum. This Programme Memorandum, any Applicable Pricing Supplement and the Notes have not been and will not be registered with the Securities and Exchange Commission ("SEC"), or under the Investments and Securities Act, No. 29 of 2007 (as Amended).

The CP Notes issued under this Programme shall be issued in dematerialized form, registered, quoted and traded over the counter ("OTC") via the FMDQ Securities Exchange Limited ("FMDQ Exchange" or the "Exchange") platform in accordance with the rules, guidelines and such other regulations as prescribed by the Central Bank of Nigeria ("CBN") and FMDQ Exchange from time to time, or any other recognized trading platform as approved by the CBN. The CPs issued under the Programme will be settled via the FMDQ Depository Limited ("FMDQD"), acting as Central Securities Depository for the Notes.

This Programme Memorandum and the Applicable Pricing Supplement shall be the sole concern of the Issuer and the party to whom this Programme Memorandum and the Applicable Pricing Supplement is delivered (the "Recipient") and shall not be capable of distribution and should not be distributed by the Recipient to any other party nor shall any offer made on behalf of the Issuer to the Recipient be capable of renunciation and assignment by the Recipient in favour of any other party.

In the event of any occurrence of a significant factor, material mistake or inaccuracy relating to the information included in this Programme Memorandum, the Issuer will prepare a supplement to this Programme Memorandum or publish a new Programme Memorandum for use in connection with any subsequent issue of CP Notes.

LEAD ARRANGER/ISSUING & PLACING AGENT



RC 1031358

JOINT ARRANGERS/ISSUING & PLACING AGENTS



RC 139396



RC 986761



RC 649134

COLLECTING AND PAYING AGENT



RC 103022

THIS PROGRAMME MEMORANDUM IS DATED 18 MAY 2023

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GLOSSARY OF DEFINED TERMS

Unless the context otherwise requires, the following expressions shall have the meanings respectively assigned to them in the table below. Words in the singular shall include the plural and vice-versa, references to a person shall include references to a body corporate, and references to a gender includes the other gender.

Terms/Abbreviations	Description
“Agency Agreements”	(A)The Issuing and Placing Agency Agreement (“IPA Agreement”) dated on or about the date of this Programme Memorandum executed by the Issuer and the Issuing and Placing Agents; and (B) the Collecting and Paying Agency Agreement (“CPA Agreement”) dated on or about the date of this Programme Memorandum executed by the Issuer and the Collecting and Paying Agent.
“Agents”	The Collecting and Paying Agent and the Issuing and Placing Agents.
“Arrangers” “Issuing and Placing Agents” or “IPAs”	FSL Securities Limited, Planet Capital Limited, Stanbic IBTC Capital Limited, and United Capital PLC.
“Board” or “Directors”	Board of Directors of Fast Credit Limited.
“Business Day”	Any day (except Saturdays, Sundays and public holidays declared by the Federal Government of Nigeria) on which banks are open for business in Nigeria.
“CAMA”	Companies and Allied Matters Act, No. 3 of 2020 (as amended) and as may be amended from time to time.
“CBN”	The Central Bank of Nigeria.
“CBN Guidelines”	CBN’s Guidelines on the Issuance and Treatment of Bankers Acceptances and Commercial Papers, issued on 11 September 2019 and the CBN Circular of 12 July 2016 on Mandatory Registration and Quotation of Commercial Papers, as amended or supplemented from time to time.
“CGT”	The Capital Gains Tax as provided for under the Capital Gains Tax Act (Cap. C1) LFN 2004 (as amended by the Finance Acts.
“CITA”	Companies Income Tax Act (Chapter C21) LFN, 2004 (as amended by the Companies Income Tax (Amendment) Act No. 11 of 2007, and the Finance Acts
“Collecting and Paying Agent” or “CPA”	Fidelity Bank Plc or any successor collecting and paying agent in respect of the Notes, appointed by the Issuer from time to time in accordance with the Agency Agreement.
“Commercial Paper”, “CP”, “CP Notes” or “Notes”	The Commercial Paper Notes to be issued by the Issuer under the CP Programme in form of short-term zero-coupon notes under the CP Programme.
“Conditions” or “Terms and Conditions”	Terms and conditions, in accordance with which the Notes will be issued, set out in the section of this Programme Memorandum headed “Terms and Conditions of the Notes”.
“CP Programme” or “Programme”	The ₦5,000,000,000 (Five Billion Naira) domestic commercial paper issuance programme established by the Issuer which allows for the issuances of multiple Series or Tranches of Notes by the Issuer from time to time under a standardised documentation framework with varying maturities and discount rates.
“CSCS”	Central Securities Clearing System PLC.
“Day Count Fraction”	The method of calculating the discount in respect of a Note as specified in the applicable Pricing Supplement.
“CSD” or the “Clearing System”	the FMDQ Depository Limited.

GLOSSARY OF DEFINED TERMS

Dealing Members	A member of FMDQ Exchange that is licensed to make market in CPs to eligible investors on any of the FMDQ Exchange-advised trading systems.
"Deed of Covenant"	The Deed of Covenant dated on or about the date of this Programme Memorandum executed by the Issuer in favour of the Noteholders.
"Default Rate"	The interest rate equivalent to the daily overnight NIBOR + 5% per annum or issue rate + 5% per annum (whichever is higher).
"Depository"	FMDQD.
"Eligible Investor" or "EI"	An investor that is not a Qualified Institutional Investor as defined in the FMDQ Exchange Rules, that has executed a declaration attesting to his/her/its eligibility in the manner prescribed in the FMDQ Exchange Rules.
"Event of Default"	An event of default by the Issuer as set out in Condition 6 of the "Terms and Conditions".
"Face Value"	The par value of the Notes.
"FCL", "Fast Credit", the "Issuer" or the "Company"	Fast Credit Limited
"FGN"	Federal Government of Nigeria.
"Finance Acts"	Means the Finance Act 2019, Finance Act 2020 and Finance Act 2021
"FMDQ Depository" or "FMDQD"	FMDQ Depository Limited.
"FMDQ Exchange" or the "Exchange"	FMDQ Securities Exchange Limited, a securities exchange and self-regulatory organisation licensed by the Securities and Exchange Commission to provide a platform for, amongst others, listing, quotation, registration, and trading of securities.
"FMDQ Exchange Rules"	The FMDQ Commercial Paper Registration and Quotation Rules, April 2021 (as may be amended, from time to time) and such other regulations with respect to the issuance, registration and quotation of commercial papers as may be prescribed by FMDQ Exchange from time to time.
"Force Majeure"	Means any event or circumstance (or combination of events or circumstances) that is beyond the control of the Issuer which materially and adversely affects the Issuer's ability to perform its obligations as stated in the Conditions, which could not have been reasonably foreseen, including without limitation, nationwide strikes, national emergencies, riots, wars, embargoes, legislations, acts of God, acts of terrorism, and industrial unrest.
"Government"	Any federal, state or local government of the Federal Republic of Nigeria.
"Implied Yield"	The yield accruing on the Issue Price of a Note, as specified in the Applicable Pricing Supplement.
"ISA"	The Investment and Securities Act No. 29 of 2007 as may be modified or amended from time to time.
"Issue Date"	The date upon which the relevant Series/Tranche of the Notes is issued as specified in the Applicable Pricing Supplement.
"Issue Price"	The price at which the relevant Series/Tranche of the Notes is issued, as specified in the Applicable Pricing Supplement.
"Issue Rate"	The discount rate at which the relevant Series or Tranche of the Notes is issued, as specified in the Applicable Pricing Supplement.
"Joint Issuing and Placing Agents"	FSL Securities Limited, Planet Capital Limited, and United Capital PLC.
"Lead Issuing and Placing Agent"	Stanbic IBTC Capital Limited.

GLOSSARY OF DEFINED TERMS

"LFN"	Laws of the Federation of Nigeria.
"Maturity Date"	The date as specified in each Applicable Pricing Supplement on which the Principal Amount is due. The maturity date of all outstanding CPs shall also not exceed the validity period of the applicable Issuer/CP Programme rating designated at the commencement of the registration of the CP Programme.
"Material Adverse Change"	A material adverse effect on the ability of the Issuer to perform and comply with its payment obligations under the CP Programme.
"Naira", "NGN" or "₦"	The Nigerian Naira.
"NIBOR"	Nigerian Inter-Bank Offered Rate.
"Notes" or "CP Notes"	Means the commercial paper issued by the Issuer from time to time under the Programme, in accordance with the provisions of the CBN Guidelines and this Programme Memorandum.
"Noteholders" or "Holder"	The several persons for the time being, whose names are shown in the records of the CSD and/or entered in the Register as holders of the Notes and shall include the legal and personal representatives or successors of the Noteholders and those entered as joint Noteholders.
"Outstanding Notes"	Means, in relation to the Notes, all the Notes issued, other than: <ul style="list-style-type: none"> (i) those Notes which have been redeemed (ii) those Notes in respect of which the date (including, where applicable, any deferred date) for its redemption in accordance with the relevant conditions has occurred and the redemption monies have been duly paid in accordance with the provisions of the Conditions, and (iii) those Notes which have become void under the provisions of the applicable Deed of Covenant.
"PITA"	Personal Income Tax Act (Chapter P8) LFN 2004 (as amended by the Personal Income Tax (Amendment) Act of 2011, and the Finance Acts.
"Pricing Supplement" or "Applicable Pricing Supplement"	The pricing supplement applicable to a Series or Tranche of Notes issued under the CP Programme.
"Principal Amount"	The nominal amount of each Note, as specified in the Applicable Pricing Supplement.
"Programme"	The ₦5,000,000,000 (Five Billion Naira) commercial paper issuance programme established by the Issuer which allows for the multiple issuance of Notes from time to time within the validity period of the Programme.
"Programme Limit"	The aggregate amount of ₦5,000,000,000 (Five Billion Naira)
"Programme Memorandum"	This information memorandum dated 18 May 2023 which sets out the aggregate size and broad terms and conditions of the CP Programme.
"Qualified Institutional Investor" or "QII"	Includes banks, fund managers, pension fund administrators, insurance companies, investment/unit trusts, multilateral and bilateral institutions, registered private equity funds, registered hedge funds, market makers, staff schemes, trustees/custodians, issuing houses, stockbroking firms
"Redemption Amount"	The amount specified in the Applicable Pricing Supplement as the amount payable in respect of each Note on the Redemption Date.
"Redemption Date"	In relation to any Series or Tranche, the date on which redemption monies are due and payable in respect of the Notes as specified in the Applicable Pricing Supplement.
"Register"	A register or such registers as shall be maintained by the Registrar in which are recorded details of Noteholders.

GLOSSARY OF DEFINED TERMS

“Registrar”	The CSD or such other registrar as may be appointed by the Issuer in respect of the Notes issued under the Programme.
“SEC”	The Securities and Exchange Commission established pursuant to the ISA.
“SEC Rules”	The Securities and Exchange Commission’s Rules and Regulations 2013 (as amended from time to time).
“Series”	A Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) are identical in all respects except for their respective Issue Dates, and/or Issue Prices.
“SME”	Small and Medium Enterprises.
“Tranche”	Notes which are identical in all respects.
“Unique Identifier”	Means a code specifically designated/assigned to identify a CP.
“VAT”	Value Added Tax as provided for in the Value Added Tax Act, CAP VI, LFN 2004 (as amended by the Value Added Tax Act No 12 of 2007 and the Finance Acts).
“VAT Act”	Value Added Tax Act (Chapter V1) LFN, 2004 (as amended by the Value Added Tax (Amendment) Act No. 12 of 2007 and the Finance Acts.
“WHT”	Withholding Tax as provided for in section 78(2) of CITA and section 70 of PITA.
“Zero Coupon Note”	Notes which will be offered and sold at a discount to their Principal Amount and will not bear interest, save for default interest payable on late payments.

IMPORTANT NOTICES

This Programme Memorandum contains information provided by the Issuer in connection with the CP Programme under which the Issuer may issue and have outstanding at any time Notes up to a maximum aggregate amount of ₦5,000,000,000 (Five Billion Naira). The Notes shall be issued subject to the Terms and Conditions contained in this Programme Memorandum.

The Issuer shall not require the consent of the Noteholders for the issue of additional Notes under the Programme.

The Issuer accepts responsibility for the information contained in this Programme Memorandum and confirm that it has taken all reasonable care to ensure that the information contained or incorporated in this Programme Memorandum is correct and does not omit any material fact that is likely to affect the import of such information.

The Issuer, having made all reasonable enquiries, confirms that this Programme Memorandum contains or incorporates all information which is reasonably material in the context of the CP Programme and the offering of the Notes, that the information contained in this Programme Memorandum and the Applicable Pricing Supplement is true and accurate in all material respects and is not misleading and that there are no other facts, the omission of which would make this document or any of such information provided under it misleading in any material respect.

Notes issued under the Programme shall be restricted to Qualified Institutional Investors who meet the qualification criteria prescribed by FMDQ Exchange from time to time.

The minimum subscription amount from any QII in the CP issued under the Programme shall be ₦2,000,000 in line with section 6.5 of the Central Bank Guidelines for Finance Companies which reads “the minimum amount which a finance company can borrow from any one person is ₦50,000 and shall be ₦2,000,000 for corporate borrowings (subject to a maximum limit for all outstanding borrowings which should not be more than 10 times the shareholders’ funds unimpaired by losses”.

No person has been authorised by the Issuer to give any information or to make any representation not contained or not consistent with this Programme Memorandum or any information supplied in connection with the CP Programme and if given or made, such information or representation must not be relied upon as having been authorised by the Issuer.

Neither this Programme Memorandum nor any other information supplied about the CP Programme is intended to provide a basis for any credit or other evaluation or should be considered as a recommendation or the rendering of investment advice by the Issuer, the Issuing and Placing Agents that any recipient of this Programme Memorandum should purchase any Notes.

No representation, warranty or undertaking, express or implied is made and no responsibility is accepted by the IPAs or other professional advisers as to the accuracy or completeness of the information contained in this Programme Memorandum or any other information provided by the Issuer. The IPAs and other professional advisers do not accept any liability in relation to the information contained in this Programme Memorandum or any other information provided by the Issuer in connection with the Programme.

Specifically, FMDQ Securities Exchange Limited takes no responsibility for the contents of this Programme Memorandum, nor any other information supplied in connection with this CP Programme, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Programme Memorandum.

Each person contemplating purchasing any Commercial Paper should make its own independent investigation of the financial condition and affairs, and its own appraisal of the credit worthiness, of the Issuer. Neither this Programme Memorandum nor any other information supplied in connection with the CP Programme constitutes an offer or invitation by or on behalf of the Issuer to any person to subscribe for or to purchase any Notes.

The delivery of this Programme Memorandum does not at any time imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof. Investors should review, among other things, the most recent audited annual financial statements of the Issuer prior to taking any investment decision.

In the event of any default by the Issuer, the IPAs and the Collecting and Paying Agent are under no obligation to seek recovery or initiate any action against the Issuer, either on its own or on behalf of a Noteholder.

INCORPORATION OF DOCUMENTS BY REFERENCE

This Programme Memorandum should be read and construed in conjunction with:

1. Each Applicable Pricing Supplement relating to any Series or Tranche issued under the Programme;
2. The audited annual financial statements (and notes thereto) and any unaudited interim financial statements published subsequent to such annual financial statements of the Issuer for the financial years/periods prior to each issue of Notes under this Programme;
3. Relevant Rating reports by the Rating Agencies; and
4. Legal Opinion on the Programme by G.Elias.

which shall be deemed to be incorporated into, and to form part of, this Programme Memorandum and which shall be deemed to modify, complete and/or supersede the contents of this Programme Memorandum as appropriate.


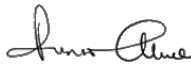





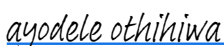
The Issuer may for so long as any Note remains outstanding, publish an amended and restated Programme Memorandum or a supplement to the Programme Memorandum on the occasion of any subsequent issue of Notes, where there has been:-

1. a material change in the condition (financial or otherwise) of the Issuer which is not then reflected in the Programme Memorandum or any supplement to the Programme Memorandum; or
2. any modification of the terms of the Programme, which would then make the Programme Memorandum materially inaccurate or misleading.

Any such new Programme Memorandum as supplemented and/or modified shall be deemed to have been substituted for the previous Programme Memorandum or to have modified the previous Programme Memorandum from the date of its issue.

The Issuer will provide, at its registered office, as set out in the Programme Memorandum, free of charge and to each prospective investor upon request, a copy of any of the documents deemed to be incorporated herein by reference, unless such documents have been modified and superseded (and which documents may at the Issuer's option to be provided electronically). Request for such documents shall be directed to the Issuer or the IPAs at their respective registered offices as set out in this Programme Memorandum.

PROFESSIONAL PARTIES TO THE PROGRAMME

ISSUER	
<p>Fast Credit Limited Ground Floor, Wing C, Motorways Complex, Opposite 7-Up, Alausa Lagos</p>	 Emeka Iloelunachi
LEAD ARRANGER / ISSUING AND PLACING AGENT	
<p>Stanbic IBTC Capital Limited I.B.T.C. Place, Walter Carrington Crescent Victoria Island Lagos</p>	 Funso Akere
JOINT ARRANGERS / ISSUING AND PLACING AGENTS	
<p>FSL Securities Limited Plot 688 Ahmodu Tijani Close Victoria Island Lagos</p>	<p>Planet Capital Limited 3rd & 4th Floor St Peter's House 3 Ajele Street Lagos Island Lagos</p>
 Chris Okenwa	 Emeka Anonyai
<p>United Capital PLC 3rd & 4th Floor Afriland Towers 97/105 Broad Street Lagos Island Lagos</p>	
 Peter Ashade	
SOLICITOR TO THE TRANSACTION	COLLECTING & PAYING AGENT
<p>G.Elias 6 Broad Street Lagos Island Lagos</p>	<p>Fidelity Bank PLC 16B Parklane Apapa Lagos</p>
 Segun Omoregie	 Fanny Orji
AUDITOR	
<p>KPMG KPMG Tower Bishop Aboyade Cole Street Victoria Island Lagos</p>	
 ayodele othikiwa <small>ayodele othikiwa (May 19, 2023 13:42 GMT+1)</small> May 19, 2023	

SUMMARY OF THE PROGRAMME

This summary information should be read in conjunction with the full text of this Programme Memorandum, from where it is derived. The information below is a summary of the key features and summarised terms and conditions of the proposed CP Programme:

TERMS	DESCRIPTION
Issuer:	Fast Credit Limited
Lead Issuing and Placing Agent:	Stanbic IBTC Capital Limited
Joint Issuing and Placing Agents:	FSL Securities Limited Planet Capital Limited United Capital PLC
Collecting and Paying Agent:	Fidelity Bank PLC
Auditor:	KPMG
Registrars/Custodians:	The CSD stated in the Applicable Pricing Supplement
Solicitor:	G. Elias
Programme Description:	The ₦5,000,000,000 (Five Billion Naira) Commercial Paper Issuance Programme established by the Issuer which allows for the multiple issuance of Notes from time to time under a standardized documentation framework
Programme Size:	₦5,000,000,000 (Five Billion Naira)
Issuance in Series:	The Notes will be issued in Series or Tranches, and each Series may comprise one or more Tranches issued on different dates. The Notes in each Series, and each Tranche, will have the same maturity date and identical terms (except that the Issue Dates and Issue Price may be different). Details applicable to each Series or Tranche will be specified in the Applicable Pricing Supplement
Currency of Issue:	Nigerian Naira
Issue Price:	The price at which the relevant Series/Tranche of the Notes is issued, as specified in the Applicable Pricing Supplement
Issue Size:	As specified in the Applicable Pricing Supplement
Use of Proceeds:	Unless otherwise stated in the Applicable Pricing Supplement, the net proceeds from each issue of the CPs will be applied by the Issuer to support its short-term financing requirements or refinancing of its existing indebtedness
Interest Payments:	Notes shall be issued at a discount and in the form of Zero-Coupon Notes. Thus, the Notes will not bear interest, other than in the case of overdue payment
Source of Repayment:	The repayment of all obligations under the Programme will be funded from the cash flow of FCL

SUMMARY OF THE PROGRAMME

Method of Issue:	The Notes may be offered and sold by way of a fixed price offer for subscription or through a book building process and/or any other methods as described in the Applicable Pricing Supplement within Nigeria or otherwise, in each case as specified in the Applicable Pricing Supplement.
Tenor:	As specified in the Applicable Pricing Supplement, subject to a minimum tenor of 15 (Fifteen) days and a maximum of 270 (Two Hundred and Seventy) days, including rollover from the date of issue. The maturity date of all Outstanding Notes shall fall within the validity period of the Issuer/CP Programme rating filed with the Exchange at the commencement of the registration of the CP Programme.
Default Rate:	Interest rate equivalent to the daily overnight Nigerian Inter-bank Offered Rate (NIBOR) + 5% per annum or issue rate + 5% per annum (whichever is higher).
Redemption:	As stated in the Applicable Pricing Supplement, subject to the CBN Guidelines and FMDQ Exchange Rules
Issuer Rating:	The Company was recently assigned an Investment Grade rating of BBB by Agosto & Co Limited dated 13 February 2023 and BBB+ by Data Pro Limited dated 13 March 2023 A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.
Status of Notes:	Each Note constitutes a senior, direct, unconditional, unsubordinated and unsecured obligation of the Issuer and the Notes rank <i>pari-passu</i> among themselves, and save for certain debts mandatorily preferred by law, with other present and future senior unsecured and unsubordinated obligations of the Issuer's Outstanding Notes from time to time
Quotation:	The Issuer may elect at its discretion to have any Series or Tranche of Notes quoted on the FMDQ Exchange platform or any other recognized trading platform. All secondary market trading of the Notes shall be done in accordance with the rules in relation to the quotation of any Series or Tranche of Notes quoted or listed on the relevant trading platform
Taxation:	The Notes issued under the Programme will be Zero Coupon Notes and as such, will be offered and sold at a discount to Face Value. The Notes will thus not bear interest, and the Issuer will not be required to withhold or deduct tax from payments in respect of the Notes to the Note holders. However, the discount on the Notes may be taxed in accordance with applicable Nigerian tax laws
Governing Law:	The Notes issued under the Programme and all related contractual documentation will be governed by, and construed in accordance with the laws of the Federal Republic of Nigeria
Settlement Procedures:	The Notes will be settled via direct debit, electronic funds transfers, NIBSS Instant Payment (NIP), NIBSS Electronic Funds Transfer ("NEFT") or Real Time Gross Settlement ("RTGS")

OVERVIEW OF FAST CREDIT LIMITED

Fast Credit Limited (“Fast Credit”, “FCL”, “the Issuer” or “the Company”) was incorporated on 12 August 2014 as a private limited liability company and commenced operations in the same year. Fast Credit provides salary-based micro and small loans to private and public sector employees on a cash backed or payroll deductible basis. The Company commenced operations with exclusively providing micro loans to employees within the public sector. However, in 2018, FCL expanded operations and commenced the provision of loans to private sector employees. The Company also provides high-yield investment products to individuals and institutional investors. Approximately 85% of FCL’s credit portfolio is payroll lending-based.

With over 70,000 clients, the Company is a leader in the provision of microcredit to salary-based employees in both the public and private sectors with employees of the Nigerian Police Force and Lagos State Government as key clients of FCL. The Company is headquartered in Lagos State, with presence in three other states, Oyo, Ogun, Ondo and the Federal Capital Territory, Abuja and plans to expand further to other regions in Nigeria in the medium term.

Products and Services

The Company relies on digital technology to provide payroll lending services in a fast and convenient manner, while impacting lives and improving access to credit, given the lack of credit accessibility for the general populace. FCL’s main services are split into two main segments, loans and investments:

- **Public Sector Loans:** The Company offers credit facilities to respective ministries and agencies of the Federal Government, such as, the Nigerian Police Force, the Nigerian Prison Services, the Nigerian Customs Services, Nigerian Security and Civil Defence Corps, Federal Road Safety Corp, National Youth Service Cor members, the Federal Capital Territory Administration amongst others. This segment also includes customers who are qualified employees of States Government Civil Service such as Lagos, Ondo, Oyo and Ogun respectively.
- **Private Sector Personal Loans:** Fast Credit offers simple and fast all-purpose cash loans which are directly accessible to employees of corporate bodies such as Nigerian Banks, TELCOs, and group loans to Insurance/other financial institutions, FMCGs, pharmaceuticals, aviation, oil and gas firms.
- **Private Sector SME Loans:** FCL offers business loans to micro, small and medium enterprises to support business growth. For business owners that meet the criteria, the loans are backed by guarantees and are for a maximum tenor of 6-months.
- **Investments:** FCL offers opportunities to high-net-worth individuals, institutional and other investors to earn returns on their deposits, with a minimum of ₦GN100,000 (One Hundred Thousand Naira) over a tenor of 90 (Ninety) to 365 (Three Hundred and Sixty-Five) days. Fast Credit’s key investments products include the Kiddies Swag Account for children, the Fast Credit Retail account for micro investors, Fast Credit Resource account for macro investors and Fast Credit High Yield account for high yield investors with a minimum investment amount of ₦5 million (Five Million Naira).

Technology and Credit Underwriting

FCL has invested in various state of the art financial technologies which the Company leverages on to execute its growth strategy. The Company recently migrated to Temenos T24, a world-class Core Banking Application (CBA), which allows for more efficient operations, and deployed a 360-degree Customer Onboarding Application (COA) which has redefined customer experience to ensure that customers are served within the shortest possible time.

OVERVIEW OF FAST CREDIT LIMITED

FCL has a thorough loan application process. The underwriting process goes through various levels of review, following a data upload to the COA and CBA, which includes the review of KYC and financial information ahead of any potential loan approval. Loan repayments are deducted directly from source, mitigating any repayment / diversion risk.

FCL's positioning as a niche player for private and public sector salary-based loans gives the company a competitive advantage in originating new loans and monitoring the existing portfolio for each federal and state government institution and parastatal due to synergies created with each institution.

The Company has also recently embarked on a digitization strategy and launched various customer centric digital banking channels including a mobile app and USSD service as disclosed on Fast Credit website

Corporate Governance Structure

The Board of Directors of FCL, who act on behalf of its shareholders, provides guidance and direction for the day-to-day management/administration of the Company. The Board of Directors has a blend of experience and knowledge cutting across the various business lines of the Company.

The Board of FCL has four (4) committees as detailed below:

Name of Committee	Board Member	Meetings per Year
<u>Governance and Nominations Committee</u>	<u>Dotun Oyedeji, Funso Sobande and Tumi Tiyamiyu</u>	<u>Four (4)</u>
<u>Audit, IT and Risk Committee</u>	<u>Stella Okuzu, Tolu Osunsanya and Tumi Tiyamiyu.</u>	<u>Four (4)</u>
<u>Finance, Investment and General-Purpose Committee</u>	<u>Tolu Osunsanya, Dotun Oyedeji, Tumi Tiyamiyu.</u>	<u>Four (4)</u>
<u>Credit Committee</u>	<u>Funso Sobande, Stella Okuzu and Emeka Iloelunachi.</u>	<u>Four (4)</u>

Shareholding Structure

Shareholder	Number of shares held	Percentage Holding (%)
Sienna Woodford Limited	474,000,000	94.80%
Others:	26,000,000:	
1. Tolu Osunsanya	2,600,000	
2. Antai Effiong	100,000	
3. Doreen Titilayo	5,000,000	5.20%
4. Topwide Ventures Ltd	12,500,000	
5. Alayibo Semenitari	5,000,000	
6. Olatunde Titilayo	800,000	
Total	500,000,000	100.00

Board of Directors and Management Team

The Board of Directors:

- Mr. Tunde Titilayo – Chairman
- Mr. Emeka Iloelunachi – Managing Director / Chief Executive Officer
- Mr. Tolulope Osunsanya – Non-Executive Director
- Mr. Oyedotun Oyedeji – Independent Director
- Mr. Funso Sobande – Non-Executive Director
- Mrs. Stella Okuzu – Non-Executive Director
- Mr. Oluwatumininu Tiyaamiyu – Observer Director

The Management team:

- Mr. Emeka Iloelunachi – Managing Director / Chief Executive Officer
- Mrs. Abiola Ogunsola – Chief Financial Officer
- Mr. Idechi Amucheazi – Chief Fintech and Innovation Officer
- Mrs. Olabisi Omoregie – Head, HR/Administration
- Mr. Daniel Ugoro – Head, Internal Audit
- Mr. Sunday Oludayo – Group Head, Consumer Lending
- Mr. Rotimi Asumah – Chief Risk Officer

Profile of the Board of Directors

Mr. Tunde Titilayo – Chairman

Mr. Tunde Titilayo started his career at Guinness Nigeria Limited and subsequently joined Coopers and Lybrand (now known as PricewaterhouseCoopers) as a consultant trainee. In 1991, he joined the banking industry with Intercontinental Merchant Bank and later moved to UBA Plc, where he left as a Principal Manager to join FCMB Plc as an Assistant Vice President. In 2001, he left FCMB Plc to establish SWAP Technologies and Telcoms Plc as the Founding Director. The company was listed in 2008.

Tunde Titilayo has founded several successful companies other than Fast Credit Limited, including Pan African Towers Limited and Prime Infra Limited, which operate in Nigeria, Ghana, and four other African countries.

Tunde Titilayo is a graduate of Electrical and Electronic Engineering from Obafemi Awolowo University, Ile Ife, Osun State. He also holds an MBA from Lagos Business School/IESE Barcelona executive programme and is an alumnus of Harvard Business School, Wharton Business School of Pennsylvania and Columbia Business School, New York. He is on the Board of Nigerian American Chamber of Commerce and a fellow of the Institute of Directors.

Mr. Emeka Iloelunachi – Managing Director / Chief Executive Officer

Mr. Emeka Iloelunachi started his career in 2003 at Zacossem Energy Resources Limited and later joined Diamond Bank Limited and Page International Financial Services Ltd. In April 2018, he joined Fast Credit Ltd as Chief Operating Officer and was promoted to Director in October 2019. He became the Managing Director/Chief Executive Officer in June 2020.

Emeka Iloelunachi holds a BSc. in Marketing from the Enugu State University of Science and Technology. He also holds an MSc Business Management and an MBA from the University of Lagos and University of Liverpool respectively.

OVERVIEW OF FAST CREDIT LIMITED

Emeka Iloelunachi is a Certified Card and Payment Professional (CICPP) of the Lafferty Institute of Retail Banking Academy, UK. He is also a member of other notable bodies such as the Chartered Institute of Bankers of Nigeria, the Nigerian Institute of Management (NIM) and the Institute of Directors.

Mr. Tolulope Osunsanya – Director

Mr. Tolulope Osunsanya is a pioneer Director at Fast Credit Ltd since 2014; currently a Director at Credit Arique Microfinance Bank since 2017; a Director at Castlemoore Ltd since 2017 and was the Ag. Managing Director of Caverton Marine, a subsidiary of Caverton Offshore Support Group Plc, a quoted company on the Nigerian Exchange Group between 2015 and 2019. He is an experienced banker with expertise in relationship management, project finance and deal structuring. His experience spans various sectors such as aviation and oil and gas. While in the banking sector, he worked at UBA Plc between 1997 and 1998 in the Consumer Banking Division and later at FCMB Plc as Deputy Head, Oil and Gas, Institutional Banking Group between 2002 and 2005.

Tolulope Osunsanya holds a B.Eng. in Civil Engineering from the University of Lagos.

Mr. Oyedotun Oyedeji – Director

Mr. Oyedotun Oyedeji is currently the CEO of Waverider Services Limited, an indigenous servicing company in the Oil and Gas sector. He has banking experience that spans over 25 years in Corporate Banking and Credit Risk Management in Guaranty Trust Bank and United Bank for Africa respectively, amongst other financial institutions.

Oyedotun Oyedeji is an alumnus of the Lagos Business School and has attended international courses in various reputable institutions such as the Michigan Ross School of Business, McDonough Business School of Georgetown University in Washington and the Manchester Business School.

Mr. Funso Sobande – Non-Executive Director

Mr. Funso Sobande is currently on the Governing Council of the Association of Corporate Treasurers of Nigeria (ACTN) and sits on the Board of the National Sickle Cell Foundation, Nigeria. He has worked in senior management positions in Treasury & Investment Banking, Debt Capital Markets, Foreign Exchange Trading, Stockbroking and Asset Management, and Registrar and Custodial Services, in various local and International Banks in Nigeria. He has served two terms as President of the Money Market Association of Nigeria, and previously worked with the Central Bank of Nigeria as Chief Dealer under a two-year contract.

Funso Sobande holds a Bachelor's Degree in Economics from the University of Ibadan and a Masters degree in Finance from Strathclyde University, Glasgow. He is an experienced banker with over 23 years' experience.

Mrs. Stella Okuzu – Non-Executive Director

Mrs. Stella Okuzu is a C-level executive with over 20 years' experience transforming and growing the business portfolios of banks. She has been the Head, Personal and Business Banking and Head of Marketing FCMB Bank (UK) Limited from 2018 to date. She was Principal Consultant, EDD Consulting Limited between 2014 and 2018. She also held senior positions in Standard Chartered, First Bank of Nigeria Plc, United Bank for Africa and Union Bank Plc, all in Nigeria.

OVERVIEW OF FAST CREDIT LIMITED

Stella holds Masters in Business Administration (MBA), IESE, University of Navarra, Spain, acquired Directors' Skills Training: Institute of Directors, Pall Mall, London (2019) and Fintech Innovative Banking, Imperial College Business School, (2018), Lending Profitably to SMEs, World Bank, Washington DC.

Mr. Oluwatumininu Tiyamiyu – Non-Executive Director

Tumi Tiyamiyu has over 20 years working experience in the financial services, advisory/consultancy and telecommunications industries where he directly managed the relationships of blue-chip companies and service providers such as MTN, Airtel, Glo etc.

Tumi holds a Bachelors' Degree in Accounting from the University of Ado Ekiti, an MSc Accounting from the University of London, UK and an MBA from Hult International Business School, Massachusetts. He is a Certified Chartered Accountant, FCCA Associate of Certified Chartered Accountants (UK); an Associate Member of the Institute of Chartered Accountant of Nigeria, an Associate Member of the Chartered Institute of Taxation Nigeria and a Chartered Member of Nigerian Institute of Management.

Profile of the Management Team

Mr. Emeka Iloelunachi – Managing Director / Chief Executive Officer

Emeka Iloelunachi started his career in 2003 at Zacosem Energy Resources Limited and later joined Diamond Bank Limited and Page International Financial Services. In April 2018, he joined Fast Credit as Chief Operating Officer and was promoted to Director in October 2019. He became the Managing Director/Chief Executive Officer in June 2020.

Emeka Iloelunachi holds a BSc. in Marketing from Enugu State University of Science and Technology. He also holds an MSc. in Business Management and an MBA from the University of Lagos and University of Liverpool respectively.

Emeka Iloelunachi is a Certified Card and Payment Professional (CICPP) of the Lafferty Institute of Retail Banking Academy, UK. He is also a member of other notable bodies such as Chartered Institute of Bankers of Nigeria, Nigerian Institute of Management (NIM) and Institute of Directors.

Mrs. Abiola Ogunsola – Chief Financial Officer

Abiola Ogunsola started her career with the Internal Control & Audit Department of Zenith Bank Plc and subsequently worked in the Treasury Trading Division of the Bank. She has nine years of banking experience.

Abiola Ogunsola holds a BSc Accounting from Covenant University, Ota and an MSc in Finance from the University of Lagos. She is also a chartered accountant and a member of the Institute of Chartered Accountants in Nigeria (ICAN).

Mr. Idechi Amucheazi – Chief Fintech and Innovation Officer

Idechi Amucheazi joined Fast Credit in 2017 as the Chief Operating Officer, later became Group Head, Sales in 2018 and Chief Fintech and Innovation Officer in 2019. He has cumulative work experience of over 14 years working with reputable financial institutions such as Standard Chartered Bank Nigeria where he worked as Banking Operations Supervisor between 2002 to 2008, later as Regional Branch Operations and Service Manager (Lagos Mainland) 2008 to 2015.

Idechi Amucheazi holds a B.Eng Petroleum Engineering from the Federal University of Technology, Owerri and an MBA in General Management from Obafemi Awolowo University. He is also a member

OVERVIEW OF FAST CREDIT LIMITED

of the Chartered Institute of Bankers of Nigeria (CIBN) and has obtained other professional certifications such as Microfinance certification programme, Oxford University Fintech Program and Digital Marketing, Rome Business School.

Mrs. Olabisi Omoregie – Head, HR/Administration

She is a member of the Chartered Institute of Personnel Management of Nigeria (CIPM) and a Senior Professional of the Human Resource International (SPHRI). She joined Fast Credit in 2019 as Head HR She has over 10 years of experience, having worked in Sevenfold Events Company (2016 to 2019) as a Human Resource and Admin Coordinator; Chez De'Chat Ltd as Creative Partner (2014 to 2015) and Management Transformation Ltd as Human Resource and Admin Officer (2011 to 2014) .

Olabisi Omoregie holds a B.A in History and Strategic Studies and a Masters degree in Diplomacy and Strategic Studies from the University of Lagos.

Mr. Daniel Ugoro – Head, Internal Audit

Daniel Ugoro has over 12 years' experience in the banking sector in various audit roles. He was Internal Auditor at Zenith Bank Plc between 2008 and 2021 before joining Fast Credit as Head, Internal Audit in 2021.

Daniel Ugoro holds a BSc in Economics from Lagos State University. He is a member of reputable professional organizations such as the Chartered Institute of Taxation of Nigeria, Institute of Chartered Accountants of Nigeria (ICAN) and the Institute of Internal Auditors (IIA).

Mr. Sunday Oludayo – Group Head, Consumer Lending

Sunday Oludayo joined Fast Credit as the Group Head, Consumer Lending in October, 2018. He has cumulative work experience of 10 years working with financial services firms such as Credit Direct Limited and Zedvance Finance Limited prior to joining Fast Credit as its Group Head, Business Development.

Sunday holds a Bsc. Industrial & Labour Relations and an MBA from Olabisi Onabanjo University. He has also obtained further education having completed the Lagos Business School Senior Management Program (SMP)

Mr. Rotimi Asumah – Chief Risk Officer

Rotimi Asumah joined Fast Credit in 2020 at the Chief Risk Officer after working as Lead, Risk Management, Monitoring and Internal Control at Lagos State Employment Trust Fund between 2017 and 2020. Between 2014 and 2017 he occupied the role of Credit Risk Analyst at Sterling Bank Plc. He holds a Bachelor of Science (B.Sc.) degree in Economics from University of Bradford, United Kingdom (2011).

USE OF PROCEEDS

Unless otherwise stated in the Applicable Pricing Supplement, the net proceeds from each issue of the CPs will be applied by the company for its general corporate purposes, including short term funding requirements or refinancing of its existing indebtedness.

The Applicable Pricing Supplement for each Series under the Programme will specify details of the use of proceeds of the particular Series.

Sources of Repayment

The repayment of all obligations under the Programme will be funded from the operating cash flows of the Issuer.

REVISED CBN GUIDELINES ON ISSUANCE OF CPS

BACKGROUND

In July 2009, the CBN suspended the use of Commercial Papers and Bankers Acceptances as off-balance sheet instruments by Nigerian banks and discount houses, citing concerns over abuse of their use as financing instruments. The ban was subsequently lifted on 16 November, 2009. On 18 November 2009, the CBN issued a new circular titled “Guidelines on the Issuance and Treatment of Bankers Acceptances and Commercial Papers” (the “Guidelines”), in an attempt to facilitate the effective and efficient functioning of the Nigerian money market and provide a regulatory framework for issuance of CPs and BAs in Nigeria. On 11 September 2019, the CBN issued updated Guidelines.

REGULATORY FRAMEWORK

Issuance of and investment in CPs by Banks and Discount Houses in Nigeria is subject to the provisions of the CBN Guidelines and the FMDQ Securities Exchange Limited Rules. The provisions applicable to CPs are as highlighted below:

QUALIFICATION

A CP qualifies as a financing vehicle if:

- i. The issuer has three (3) years audited financial statements, the most current not exceeding eighteen (18) months from the last financial year end; and
- ii. The issuer has an approved credit line with a Nigerian bank acting as an issuing, placing and collecting agent, where the bank guarantees the issue.

SIZE AND TENOR

CPs shall be issued at the primary market for a minimum value of ₦100,000,000 (One Hundred Million Naira) and multiples of ₦50,000,000 (Fifty Million Naira) or as otherwise determined by the FMDQ Exchange. Furthermore, they shall be issued for maturities, subject to a minimum of 15 (Fifteen) days and a maximum of 270 (Two Hundred and Seventy) days, from the date of issue. The interest or discount element on maturing CPs may not be capitalised and rolled over.

RATING

Either the issuer of a CP or the specific issue shall have an investment grade rating (minimum of BBB) by a rating agency registered in Nigeria or any international rating agency acceptable by the CBN. An indicative rating should have been obtained prior to the submission of declarations and information to the CSD.

INVESTORS IN BANKERS ACCEPTANCES AND COMMERCIAL PAPERS

CPs may be issued to and held by individuals who meet the eligibility criteria set out by the FMDQ Exchange, deposit money banks, other corporate bodies registered or incorporated in Nigeria and unincorporated bodies, non-resident Nigerians and foreign institutional investors.

FORMS OF MAINTAINING CPs

Issuers and investors in CPs may do so in dematerialized or physical form. Issuers and investors are encouraged to issue and hold CPs in a dematerialized form.

ISSUING AND PAYING AGENT

Only a deposit money bank and discount house may act as an Issuing and Paying Agent (“IPA”) for issuance of CP.

REVISED CBN GUIDELINES ON ISSUANCE OF CPS

GENERAL REQUIREMENTS

- i. CPs are only redeemable at maturity and as such cannot be pre-liquidated.
- ii. The investors may re-discount the paper with the Issuer before maturity at new market terms if the Issuer is willing to purchase the risk.
- iii. Any proposed issue of CPs shall be completed within the period of ten (10) business days from the date of opening of the issue for subscription.
- iv. All CPs issued in Nigeria shall be registered with the CSD, which shall serve as the custodian of all issues and central depository for all dematerialised instruments.

COMPLIANCE WITH SECURITIES REGULATIONS

There is no obligation for the Issuer to register the Notes with the SEC. This is in line with Rule 8 of the SEC Rules, which exempts short-term securities (including notes) with maturity dates not exceeding 9 (Nine) months from the date of issuance, from registration with SEC.

MODE OF PAYMENT AND ISSUANCE OF CPS

The initial investor in a CP may pay the discounted value of the CP through the Issuing and Placing Agent (where applicable). However, when the CP is held in dematerialized form, the Holder shall have it redeemed through a licensed securities depository and receive payment from the CPA.

MANDATORY REGISTRATION AND QUOTATION OF CPS

CPs are required by law to be registered and quoted on authorised securities exchanges. Accordingly, banks are prohibited from transacting in CPs that are not quoted or intended for quotation on an authorised securities exchange, in any capacity whatsoever, including but not limited to act as issuer, guarantor, issuing, placing, paying and collecting agent.

The CBN has cleared FMDQ Exchange for the registration and quotation of CPs in Nigeria.

COMPLIANCE WITH THE CBN GUIDELINES AND FMDQ EXCHANGE RULES

The Issuer has complied with all applicable provisions as stated in the CBN Guidelines and FMDQ Exchange Rules. A legal opinion confirming adherence to the CBN Guidelines and FMDQ Exchange Rules is incorporated on pages 45 – 51 of this Programme Memorandum.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Note to be issued by the Issuer under the Programme. The provisions of the Applicable Pricing Supplement to be issued in respect of any Series of Notes are incorporated by reference herein and will supplement these Terms and Conditions for the purposes of such Series of CPs. The Applicable Pricing Supplement in relation to any Series of CPs may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Terms and Conditions contained herein, replace or modify the following Terms and Conditions for the purpose of such Series of Notes.

1. Issuance of Notes

The Issuer may from time to time, subject to these Terms and Conditions, issue Notes in one or more Series on a continuous basis under the Programme in an aggregate principal amount not exceeding the Programme Limit. Any Series of Notes issued under the Programme shall be constituted by, be subject to, and benefit from, the Deed of Covenant.

2. Form, Denomination and Title

2.1 Form and Denomination

2.1.1 Unless otherwise specified in any Applicable Pricing Supplement, the Notes shall be registered electronically, serially numbered and denominated in a minimum amount of ₦100,000,000 (One Hundred Million Naira) and integral multiples of ₦50,000,000 (Fifty Million Naira) or as otherwise determined by the FMDQ Securities Exchange Limited in excess thereof; and will be sold at such discount from their Face Value as shall be agreed upon by the Issuing and Placing Agent and the Issuer; and shall have a maturity not exceeding 270 (Two Hundred and Seventy) days, including the roll over from the Issue Date.

2.1.2 The Notes issued under this Programme will be denominated in Nigerian Naira.

2.1.3 The Notes issued will be in the form of short-term Zero-Coupon Notes and will not bear interest, other than in the case of late payment.

2.1.4 The Notes will be delivered to the Issuing and Placing Agent in dematerialised (uncertificated, book entry) form; shall be registered by the Issuing and Placing Agent with the CSD, which shall serve as the custodian and central depository of the Notes; and the Issuing and Placing Agent may deal in the Notes in accordance with the CSD procedures and guidelines.

2.2 Title

2.2.1 The title to the Notes will pass upon credit to the CSD account of the Noteholder.

2.2.2 Transfer of title to the Notes shall be effected in accordance with the rules governing transfer of title in securities held by the CSD.

2.2.3 The Issuer and the Issuing and Placing Agent may, save where there is a manifest error, deem and treat the registered holder of any Note as indicated in the records of the CSD and the Registrar as the legal and beneficial owner thereof for all purposes, including but not limited to the payment of outstanding obligations in respect of the Notes, and no liability shall attach to any person for such a determination.

TERMS AND CONDITIONS OF THE NOTES

3. Status of the Notes

The Notes shall constitute a senior, direct, unconditional and unsubordinated obligation of the Issuer and the Notes shall rank *pari passu* among themselves and, save for certain debt obligations mandatorily preferred by law, *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer outstanding from time to time.

4. Redemption

Subject to Condition 6, the Notes are only redeemable at maturity and will be redeemed at the Face Value in accordance with the provisions of Condition 5 below.

5. Payments

The Face Value of the Notes will be paid to the Noteholders whose names are reflected in the Register as at the close of business on the applicable Maturity Date(s). The registered Noteholder shall be the only person entitled to receive payments in respect of a Note and the Issuer will be discharged from any further obligations or liability upon payment to, or to the order of, the registered Holder in respect of each amount so paid.

5.1 Method of Payments

5.1.1 Payment of the outstanding obligation in respect of the Notes will be made by electronic funds transfer, in Naira, to the account of the Noteholder specified in the Register.

5.1.2 All monies payable in respect of the Notes shall be paid to or to the order of the Noteholders by the Collecting and Paying Agent. Noteholders shall not be required to present and/or surrender any documents of title to the Issuing and Placing Agent.

5.1.3 In the case of joint Noteholders, payment by electronic transfers or cheque will be made or addressed to, as the case may be, the account of the Noteholder first named in the Register. Payment by electronic transfer to the Noteholder first named in the Register shall discharge the Issuer of its relevant payment obligations under the Notes to such joint Noteholders.

5.1.4 In the case of Notes held by a nominee, the nominee shall be paid as the registered Noteholder.

5.1.5 Neither the Issuer nor its Agents shall be responsible for any loss in transmission of funds paid in respect of each Note.

5.1.6 If the Issuer or the Collecting and Paying Agent is prevented or restricted directly or indirectly from making any payment by electronic funds transfer (whether by reason of strike, protest, curfew, lockout, fire explosion, floods, riot, insurrection, war, accident, any act of God, embargo, legislation, shortage of or breakdown in facilities, civil commotion, Government interference or control or any other cause or contingency beyond the control of the Issuer), the Issuer or the Collecting and Paying Agent shall make such payment by cheque (or by such number of cheques as may be required in accordance with applicable banking law and practice) and the Issuer and the Collecting and Paying Agent shall not be responsible for any delay arising from making such payment by cheque. Such payments by cheque shall be sent by post through a reputable and registered courier operator to the address of the Noteholder as set out in the Register as soon as practicable to ensure payment is received as close to the Maturity Date as possible.

5.1.7 Cheques may be posted by registered mail, provided that neither the Issuer nor the Collecting and Paying Agent shall be responsible for any loss in transmission and the postal authority shall be deemed to be the agent of the Noteholders for the purposes of all cheques posted in terms of this condition.

5.2 Payment Day

Any payment in respect of the Notes shall be made on a Business Day. Where the day on or by which a payment of any amount in respect of the Notes is due to be made is not a Business Day, that payment shall be made on or by the next succeeding Business Day, unless that next succeeding Business Day falls in a different calendar month, in which case that payment shall be made or that event shall occur on or by the immediately preceding Business Day. The Noteholder shall not be entitled to any interest, return or other payment in respect of any delay in payment.

5.3 Closed Periods

No Noteholder may require the transfer of the Notes (i) during the period of 5 (five) days ending on the due date for redemption in respect of that Note, or (ii) following the issuance of a default notice to the Issuer pursuant to Condition 6.2 (Action upon Event of Default).

6. Event of Default

6.1 Event of Default

An event of default in relation to the Notes (each an “**Event of Default**”) shall arise if any one or more of the following events shall have occurred and be continuing:

6.1.1 *Non-Payment:* default by the Issuer in the payment of the Redemption Amount to the Noteholders in respect of the Notes on the Maturity Date and the continuance of such default.

6.1.2 *Breach of Other Obligations:* the Issuer does not perform or comply with any one or more of its other obligations under the Offer Documents which default will affect the capacity of the Issuer to meet its payment obligations and which default has not been remedied for a period of 10 (ten) Business Days, after the date on which written notice of such default requiring the Issuer to remedy the same shall have been given to the Issuer by the Collecting and Paying Agent (except where such default is not capable of being remedied, in which case no such notice as is mentioned above will be required).

6.1.3 *Enforcement Proceedings:* a distress, attachment, execution or other legal process is levied on, or enforced against the whole or a material part of the property, assets or revenues of the Issuer, and such distress, attachment, execution or other legal process is not discharged or stayed within 120 (One Hundred and Twenty) days of service by the relevant officer of the court of such attachment, execution or other legal process,

6.1.4 *Seizure/Compulsory Acquisition of Assets:* if any step is taken by any person with a view to the seizure, compulsory acquisition, expropriation or nationalisation of all or a material part of the assets of the Issuer.

6.1.5 *Inability to Pay Debts:* the Issuer stops or suspends payment of 70% of its debts due to financial difficulties.

TERMS AND CONDITIONS OF THE NOTES

6.1.6 *Insolvency*: the appointment of a liquidator (other than in respect of a solvent liquidation or reorganization), receiver, manager or other similar officer in respect of the Issuer and any of its assets.

6.1.7 *Obligations Unenforceable*: any of the Notes or the Offer Documents is or becomes wholly or partly void, voidable or unenforceable.

6.2 Action upon Event of Default

6.2.1 Upon the occurrence of an Event of Default and such Event of Default is continuing, any Noteholder may by written notice to the Issuer at its specified office(s), effective upon the date of receipt thereof by the Issuer, declare the Notes held by that Noteholder to be forthwith due and payable, provided that no such action shall be taken if it is as a result of a Force Majeure event or if the Issuer withholds or refuses to make any payment in order to comply with any law or regulation of Nigeria or to comply with any order of a court of competent jurisdiction.

6.2.2 Upon the occurrence of an Event of Default which results in the inability of the Issuer to make a payment on the Maturity Date, the Issuer shall pay the Noteholders interest at the Default Rate until the debt obligations to the Noteholders have been settled in full.

6.2.3 In addition, each Noteholder shall have the right to exercise all other remedies available to it/him/her under the laws of the Federal Republic of Nigeria.

7. Register

7.1 The Register shall be maintained by the Registrar. The Register shall reflect each Tranche and Series of Notes; the number of Notes issued and shall contain the name, address, and bank account details of the registered Noteholders. The Register shall set out the aggregate Principal Amount of the Notes issued to such Noteholder and the date of issue.

7.2 Statements issued by the CSD as to the aggregate number of Notes standing to the CSD account of any person shall be conclusive and binding for all purposes save in the case of manifest error and such person shall be treated by the Issuer and the Agent as the legal and beneficial owner of such aggregate number of Notes for all purposes.

7.3 The Register shall be open for inspection from 9:00am to 5:00pm during the normal business hours of the Agent to any Noteholder or any person authorised in writing by the Noteholder.

7.4 The Agent shall alter the Register in respect of any change of name, address or bank account details of any of the registered Noteholders of which it is notified in accordance with these Terms and Conditions.

8. Notices

8.1 Notices to the Noteholders

8.1.1 All notices to the Noteholders will be valid if it is delivered by hand, courier, electronic mail or sent by registered post in a letter duly addressed to the Party to whom same is required to be given at the registered address of such Party or any address given by such Party at their respective addresses of

TERMS AND CONDITIONS OF THE NOTES

record in the relevant register of Notes of a Series maintained by the Registrar. The Issuer shall also ensure that notices are duly given or published in a manner which complies with the rules and regulations of the FMDQ Exchange, the CSD or such other regulatory authority as may be applicable to the Notes.

8.1.2 Any notice if delivered by hand or registered post before 5p.m. local time on a given date, shall be deemed to have been delivered on that date. Any notice or communication given by electronic mail shall be deemed to have been delivered when sent, subject to no delivery failure notification being received by the sender within 24 (twenty-four) hours of the time of sending or on the date of publication in national newspapers, or if published more than once or on different dates, on the date of the first publication.

8.2 Notices from the Noteholders

8.2.1 Notices to be given by any Noteholder to the Issuer shall be in writing and given by lodging same with the Agents at their registered office.

8.2.2 Any change of name or address on the part of the Noteholder shall forthwith be notified to the Issuer and the Agents and subsequently, the Register shall be altered accordingly following notifications to the CSD.

9. Modification

9.1 The Issuing and Placing Agents and the Collecting and Paying Agent and the Issuer may agree without the consent of the Noteholders, to any modification of the Terms and Conditions which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with the mandatory provisions of any law in Nigeria and which in the opinion of the Issuing and Placing Agents and the Collecting and Paying Agent is not prejudicial to the interest of the Noteholders. Notice of such modification shall be published in at least one daily newspaper of general circulation in Nigeria or delivered in accordance with the provisions of Condition 8 (Notices) and shall be deemed to have been given and received on the date of first publication.

9.2 Save as provided in Condition 9.1 above, no amendment of the Terms and Conditions may be effected unless:

9.2.1 such amendment is in writing and signed by or on behalf of the Issuer; and

9.2.2 such amendment:

9.2.2.1 if it affects the rights, under the Terms and Conditions, of all the Noteholders, is signed by or on behalf of Noteholders, holding not less than 75% (seventy-five percent) of the outstanding Principal Amount of all the Notes; or

9.2.2.2 if it affects only the rights, under the Terms and Conditions, of a particular group (or groups) of Noteholders, is signed by or on behalf of the Noteholders in that group (or groups) holding not less than 75% (seventy five percent) of the outstanding Principal Amount of all the Notes held by that group.

9.3 Any such modification shall be binding on all the Noteholders and shall be notified to the Noteholders in accordance with Condition 8 as practicable thereafter.

10. Meeting of Noteholders

- 10.1 The Issuer may at any time convene a meeting of all Noteholders upon at least 21 (Twenty-One) days prior written notice to the Noteholders. The notice required to be given shall be in accordance with Condition 8 (Notices). Such Notice shall specify the date, agenda, time of the meeting to be held, and the place for holding the meeting, which place shall be in Nigeria.
- 10.2 Every Director or duly appointed representative of the Issuer may attend and speak at a meeting of the Noteholders but shall not be entitled to vote, other than as a proxy or representative of a Noteholder.
- 10.3 Noteholders holding not less than 10% (ten percent) in Principal Amount of the outstanding Notes shall be able to request the Issuer to convene a meeting of Noteholders. Should the Issuer fail to requisition such a meeting within 10 (ten) Business Days of such a request being received by the Issuer, the Noteholders requesting the meeting may convene such a meeting.
- 10.4 A Noteholder may by an instrument in writing (a **"Form of Proxy"**) signed by the holder or, in the case of a corporate entity executed under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporate entity, appoint any person (a **"Proxy"**) to attend and act on his/her or its behalf in connection with any meeting or proposed meeting of the Noteholders.
- 10.5 Any Noteholder which is a corporate entity may by resolution of its directors or other governing body authorise any person to act as its representative (a **"Representative"**) in connection with any meeting or proposed meeting of the Noteholders.
- 10.6 Any Proxy or Representative appointed shall, so long as the appointment remains in force, be deemed for all purposes in connection with any meeting or proposed meeting of the Noteholder specified in the appointment, to be the Holder of the Notes to which the appointment relates and the Holder of the Notes shall be deemed for such purposes not to be the Holder.
- 10.7 The chairman of the meeting shall be appointed by the Issuer. The procedures to be followed at the meeting shall be as determined by the chairman subject to the remaining provisions of this Condition 10 (Meeting of Noteholders). Should the Noteholders requisition a meeting, and the Issuer fail to call such a meeting within 10 (ten) Business Days of the requisition, then the chairman of the meeting held at the instance of the Noteholders, shall be selected by Noteholders, holding not less than 51% (fifty-one percent) of the outstanding Principal Amount of all the Notes present in person, by Representative or by Proxy.
- 10.8 At any meeting of Noteholders, two or more Noteholders present in person, by representative or by proxy, holding in aggregate not less than one third of the Principal Amount of outstanding Notes shall form a quorum.
- 10.9 At any meeting of Noteholders, any resolution put to the vote shall be first decided on a show of hands, unless a poll is demanded. A poll may be demanded by either the chairman, the Issuer, or one or more Noteholders present in person, by Representative or by Proxy. In the case of equality of votes, the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes (if any) to which

TERMS AND CONDITIONS OF THE NOTES

he may be entitled as a Noteholder or as a holder of a voting certificate or as a Proxy or as a Representative.

- 10.10 If a poll is demanded it shall be taken in such manner as the chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the motion on which the poll has been demanded. On a poll, each Noteholder present in person or by Proxy at the time of the meeting shall have the number of votes equal to the number of Notes, by denomination held by the Noteholder.
- 10.11 If 30 (thirty) minutes after the time appointed for any such meeting a quorum is not formed, the meeting shall, if convened upon the requisition of Noteholders, be dissolved. In any other case, it shall be adjourned to such date and time not being less than 14 (fourteen) days nor more than 21 (twenty-one) days thereafter and at the same time and place. At such adjourned meeting, 2 (two) or more Noteholders present or represented by Proxy holding in aggregate not less than one third of the Principal Amount of outstanding Notes shall form a quorum and shall have power to pass any resolution and to decide upon all matters which could properly have been dealt with at the original meeting had the requisite quorum been present.
- 10.12 A resolution in writing duly signed by 75% (seventy-five percent) of the Noteholders holding in aggregate not less than 75% (seventy-five percent) of the Principal Amount of outstanding Notes, shall be as effective for all purposes as a resolution duly passed at a meeting of the Noteholders, provided that the resolution was sent to all the Noteholders entitled to receive notice of a meeting of Noteholders. Such resolution may be contained in one document or in several documents of identical form duly signed by or on behalf of all the Noteholders.

11. Changing of IPA

- 11.1 The Issuer is entitled to vary or terminate the appointment of the either of the IPAs and/or appoint additional or other IPA(s) and/or approve any change in the office of the IPA(s) through which any of the IPAs act, provided that there will at all times during the subsistence of the Programme, be an IPA with an office.
- 11.2 The IPAs act solely as IPAs of the Issuer and does not assume any obligation towards or any relationship of agency or trust for or with any Noteholder.

12. Taxation

The Notes issued under the Programme are short-term Zero-Coupon Notes and as such will be offered and sold at a discount to Face Value.

13. Further Issues

The Issuer shall be at liberty from time to time without the consent of the existing Noteholders under a series to issue further Notes under the Programme.

14. Governing Law

- 14.1 The provisions of this Programme Memorandum and the Notes are governed by and shall be construed in accordance with the laws of the Federal Republic of Nigeria.

The Nigerian Courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Programme Memorandum and the Notes.

TAX CONSIDERATIONS

The tax consequences of investments in the Notes are broadly summarised below. The summary is not intended and should not be construed, to be tax advice to any particular subscriber. Any prospective investor who is in any doubt as to his/her tax position or who is subject to taxation in any jurisdiction other than Nigeria should consult his/her own professional advisers without delay as to the consequences of an investment in the Notes in view of his/her own personal circumstances. Neither the Issuer nor its advisers shall be liable to any subscriber in any manner for placing reliance upon the contents of this section.

The Notes will thus not bear interest and the Issuer will not be required to withhold or deduct tax from payments in respect of the Notes to the Note holders. However, the discount on the Notes may be taxed in accordance with applicable Nigerian tax laws.

Where there is taxable income made by a company or individual when it purchases such commercial paper at a discount (i.e. the difference between the discounted value and the face value of the commercial paper), which income is taxable under the Companies Income Tax Act and would have been taxable under the Personal Income Tax Act but for the provisions of the Personal Income Tax (Amendment) Act, 2011.

The effect of the Personal Income Tax (Amendment) Act, 2011 is to exempt otherwise taxable income earned by holders of short-term debt securities issued by corporate bodies from the imposition of Personal Income Tax. The Companies Income Tax (Exemption of Bonds and Short-Term Government Securities) Order 2012 ("CIT Exemption Order") which granted exemption to income and interest earned, by corporate bodies for a period of 10 (Ten) years with effect from the commencement date of 2nd January 2012 has expired.

With the expiration of the CIT Exemption Order on January 2, 2022, companies income tax may now be chargeable on the difference between the discounted value and the face value of the commercial papers.

Furthermore, the proceeds from the disposal of Notes were exempt from tax chargeable under the Value-Added Tax Act (Cap V1 LFN 2004) (as amended by the Value-Added Tax (Amendment) Act No. 12 of 2007) by virtue of the Value-Added Tax (Exemption of the Proceeds of the Disposal of Government and Corporate Securities) Order 2011, commencing from January 2, 2012 ("VAT Exemption Order"). This exemption was for a period of 10 (Ten) years from the date of the Order, and this lapsed on 01 January 2022. However, the Finance Act, 2020 now excludes securities from the payment of value added tax. As such, the Notes will not be liable to value added tax even with the expiration of the VAT Exemption Order.

The foregoing summary does not purport to be comprehensive and does not constitute advice on tax to any actual or prospective purchaser of Notes issued under the Programme. In particular, it does not constitute a representation by the Issuer or its advisers on the tax consequences attaching to a subscription or purchase of Notes issued under the Programme. Tax considerations that may be relevant to a decision to acquire, hold or dispose of Notes issued under the Programme and the tax consequences applicable to each actual or prospective purchaser of the Notes may vary. Any actual or prospective purchaser of the Notes who intends to ascertain his/her tax position should seek professional advice from his/her preferred professional advisers as to the tax consequences arising from subscribing to or purchasing the Notes, bearing in mind his/her peculiarities. Neither the Issuer nor its advisers shall be liable to any subscriber or purchaser of the Notes in any manner for placing reliance upon the contents of this section.

RISK FACTORS

The following section does not ascribe nor describe all the risks (including those relating to each prospective investor's particular circumstances) with respect to an investment in the Notes. The risks in the following sections are provided as general information only. Prospective investors should refer to and carefully consider the risks described below and the information contained elsewhere in this Programme Memorandum, which may describe additional risks associated with the Notes. Investors should also seek professional advice before making investment decisions in respect of the Notes.

RISK RELATING TO NIGERIA

Political Risk

Security remains a major concern for the Nigerian government in 2023. Despite significant progress in the fight against insecurity and insurgency in Nigeria and the rest of Africa, the country still faces massive security issues, attacks, and kidnappings, notably in the North-East, North-West, and South-South regions. The Federal Government has recently been successful in limiting the activities of the Boko Haram group, including the recapture of previously controlled territories. The humanitarian situation, on the other hand, has deteriorated. In addition, rising sectarian conflicts in Nigeria's middle belt and eastern regions continue to pose a threat to the country's political stability.

Nigeria's 2023 general elections to elect the President and Vice President and members of the Senate and House of Representatives were held on 25 February 2023 and the President-elect is yet to be inaugurated. Although the relatively peaceful staging of these elections indicates that Nigeria's democracy is maturing, Nigeria's complex political, religious, and ethnic environment has resulted in power conflicts between opposing factions.

The occurrence of an event of political instability, at either State or National level, could have a material adverse effect on Nigeria's economy and the operations of the Issuer.

Economic Risk

Nigeria's economy is highly sensitive to changes in global oil prices due to its dependence on oil for its exports and foreign exchange earnings. National Bureau of Statistics ("NBS") reports the oil sector contribution as 4.34% to total real GDP in Q4 2022, down from figures recorded in the corresponding period of 2021 and the preceding quarter, where it contributed 5.19% and 5.66% respectively.

In 2020, global oil demand dropped largely due to the pandemic, which adversely affected the world leading to a global recession. In a bid to contain the spread of COVID-19, governments adopted various strategies including restriction of travel – limiting trade between countries and leading to a decrease in revenue. The over-reliance of Nigeria on oil production for revenue generation combined with local undiversified revenue and export bases is an issue that can lead to further economic shocks which may have adverse effect on the Nigerian economy and in turn, impact the operations and profitability of the Issuer.

RISK RELATING TO THE ISSUER AND ITS BUSINESS

Regulatory Risk

The Nigerian banking industry in which the Issuer operates is highly regulated and is subject to the Banks and Other Financial Institutions Act 2020, CBN Prudential Guidelines, circulars and other directives by the CBN. The banks that operate in Nigeria are exposed to un-expected changes in monetary policies which may have adverse effect on the Issuer's operations.

The Issuer is required to adhere to the CBN's regulations, failing which the Issuer risks incurring regulatory sanctions by the CBN or any other regulators. Non-compliance with the applicable guidelines may result in the revocation of the Issuer's license to operate or attract other severe sanctions which may affect the ability of the Issuer to meet its obligations to the Noteholders.

RISK FACTORS

Credit Risk

Credit Risk can be defined as the failure by borrowers to make timely payments of principal and interest on loans, guarantees and other obligations. This risk affects the Company's trading and loan books and can lead to financial losses, should any of FCL's customers, borrowers or counterparties fail to honour their contractual obligations to perform on payments, guarantees and obligations. These losses could in turn have a material adverse effect on the Issuer's financial condition and ability to pay its obligations.

Market Risk

Market/Price Risk

It is the risk of losses resulting from adverse movements in market prices. It is the risk that the value of a portfolio or a trading portfolio, decreases due to the changes in market risk factors such as interest rates, foreign exchange rates, equity prices, commodity prices and other relevant factors such as market volatility.

Interest Rate Risk

An adverse change in interest rates can reduce the Issuer's earnings and ability to meet its obligations to the Noteholders.

Liquidity Risk

This risk arises from the inability of the Issuer to fund increases in assets or meet payment obligations to its customers, as they fall due or replace funds when withdrawn. The ability of an institution to transact business effectively can be rendered vulnerable by liquidity challenges. Liquidity risk has the tendency to compound other risk such as market risks and credit risks. To the extent that the Issuer's lending portfolio and deposit base may be highly concentrated in the future, any deterioration in the performance of large exposures and deposit withdrawals could have a negative effect on liquidity and affect the Issuer's ability to pay amounts due to the Noteholders.

Legal Risk

This arises from the type and nature of FCL's contractual agreements. It also involves the risk that contracts may render FCL vulnerable to litigation. If these risks are not addressed, they may result in an unspecified reduction of value of the Issuer. The Issuer is involved in litigation or claims from time to time, arising from the conduct of their business. Where proceedings lead to a substantial legal liability, this could have a detrimental effect on the Issuer's business, results, operations, reputation, and financial position.

Operational Risk

This refers to the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. Such losses may result from fraud (internal and external), fines, penalties or expenses incurred as a result of settlement delays and regulatory infractions; losses arising from litigation processes including out of court settlements; losses incurred as a result of damage to the Issuer's assets; and losses incurred as a result of system downtime, malfunction or disruption. Any lapse due to operational risk that results in severe losses could affect the Issuer's ability to meet its debt obligations.

RISK RELATING TO THE NOTES

Investment Risk

Investment Risk involves a decline in the net realizable value of investment assets arising from adverse movement in market prices or factors specific to investment itself e.g., reputation. Every investment varies and each type has its inherent risks, which has the potential to reduce the value of such investments.

Liquidity Risk

RISK FACTORS

The Notes issued under this Programme will be new securities which may not be widely distributed and for which there is currently no active trading market. Although applications will be made for Notes issued under the Programme to be admitted and traded on the FMDQ Exchange, there is no assurance that such applications will be accepted, that any particular issue of Notes will be so admitted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular issue of Notes.

SETTLEMENT, CLEARING AND TRANSFER OF NOTES

Words used in this section shall bear the same meanings as used in the section headed "Glossary of Defined Terms", except to the extent that they are separately defined in this section or the meaning if applied, would be clearly inappropriate for the context.

Clearing System

The Notes will be issued in dematerialised form and will not be represented by any certificate or written instrument. As stipulated by the CBN Guidelines, each Series or Tranche of Notes will be held in custody by the CSD, either in the name of the beneficial owner or a nominee.

All transactions in the Notes shall be cleared and settled electronically in accordance with the rules and operating procedures of the CSD. Subject as aforesaid, each Series or Tranche of Notes will be issued, cleared and transferred in accordance with the Terms and Conditions and will be settled through Authorised Participants (as defined below) who will follow the electronic settlement procedures prescribed by the CSD.

Authorised Participants

The CSD will maintain a central securities account for the IPA, and Dealing Members ("Authorised Participants") and each beneficial owner of the Notes is required to have a sub-account under the Authorised Participants. Noteholders may exercise their rights in respect of the Notes held in the custody of the CSD only through the Authorised Participants.

For purposes of Notes issued under this Programme, the Authorised Participant is Fidelity Bank PLC and any other bank appointed by the Issuer to act as CPA.

Registration

- i. The Authorised Participant is required to register with the CSD before dealing in CPs.
- ii. Noteholders without sub-accounts are required to route their account opening applications and transactions through the Authorised Participant who would then notify the CSD to create a relevant sub-account for the Noteholder.
- iii. The CSD will assign a unique identification number (the "Trade Member Code") to the Authorised Participant and also open the account(s) requested by the Authorised Participant.
- iv. FMDQ Exchange will request for the CP to be registered with the CSD, who in turn will furnish FMDQ Securities Exchange Limited and the Authorised Participant with the unique identifier for the registered CP.
- v. The CSD will re-open the existing Unique Identifier for all Tranches with same maturity dates, however new Unique Identifier will be issued for Tranches with different maturity dates.
- vi. The CSD will furnish the Authorized Participant with:
 - a. Account Number(s), including sub-accounts for clients
 - b. CP Symbol and ISIN Codes

Lodgement

The Authorised Participant will electronically lodge CPs within 10 (ten) Business days after receiving the approval for quotation of the CPs on the Exchange and advise the CSD after lodgement to transfer the CPs to the sub-accounts of the beneficial owners of the Notes and the CSD shall process same.

Redemption

- i. No transactions or trades may be effected for any CP fifteen (15) Business Days prior to its Maturity Date.
- ii. The Authorised participant shall obtain the statement of investors' accounts/holdings from the CSD one (1) Business Day before the maturity of the CP.

SETTLEMENT, CLEARING AND TRANSFER OF NOTES

- iii. The Authorised Participant shall effect repayment to the designated accounts of all registered holders of the CP.
- iv. The Issuer shall ensure that there are sufficient funds in its funding account with the CPA to pay all investors (i.e., including investors that have indicated interest to participate in another CP issuance (which is not a rollover) within the Programme) by 12:00 noon on the maturity date of the CP, failing which the Issuer shall be in violation of FMDQ Exchange Rules.
- v. The CPA shall ensure that funds have been transferred to all CP holders by 3:00 PM on the maturity date of the CP.
- vi. The CSD shall expunge (knock-off) matured CPs on the Maturity Date or Redemption Date of the CP.
- vii. The Maturity Date shall be on a Business Day, however if the Maturity Date falls on a public holiday, payment will be made on the following Business Day.

Roll-Over

- i. All CPs, including roll-overs shall not exceed 270 (two hundred and seventy) days (tenor) from the date of issue.
- ii. Every rollover shall be treated or classified as a fresh/separate CP.
- iii. Where the issuer is desirous to rollover, the IPA shall be informed no later than three business days before the maturity date of the CP and shall furnish the IPA with the relevant updated document for the re-evaluation of the CP.
- iv. The IPA upon receipt of notification shall notify FMDQ Exchange by providing the relevant documentation that all investors have been duly informed not later than 3:00 PM, one business day prior to the maturity of the CP. Upon receipt, FMDQ Exchange shall confirm approval.
- v. Upon granting approval for rollover, FMDQ Exchange shall request for the rollover CP to be registered with the CSD, who in turn shall furnish FMDQ Exchange and the Authorised Participant with the new unique identifier, subject to receipt of CP rollover fees from the Authorised Participant.
- vi. The CSD shall expunge the existing CP unique identifier from the system and replace with new codes.

Default

- i. The IPAs shall notify FMDQ Exchange in writing that the CP has been liquidated and that funds have been transferred to all CP holders by 4:00 p.m. on the Maturity Date of the CP, failing which, the Issuer shall be deemed to be in default.
- ii. In the case of a rollover, if any investor objects to a rollover, the Issuer shall effect the payment of the value of the investor's CP holding on the maturity date, based on the initial terms of the Issue. Failure by the Issuer to effect such payment shall result in a default.
- iii. The FMDQ Exchange shall be notified immediately it is identified that a default is imminent or there is a strong possibility of default. The IPAs shall provide reasons for the default or imminent default e.g., the investors may not be paid due to CPA experiencing technical issues such as a market disruption or insufficient funds in the funding account to meet payment obligations on maturity date or as the case may be.

Note: In the event of default, the IPAs are under no obligation to seek recovery or initiate any action against the Issuer either on its own or on behalf of the investors.

Secondary Market Trading (OTC) Guidelines

SETTLEMENT, CLEARING AND TRANSFER OF NOTES

- i. The Authorised Participant will submit CP transaction instructions/details to the CSD via the authorised data-exchange platform.
- ii. CP transactions are to be submitted to the CSD by the applicable cut off time on the settlement date and the Authorised Participant is to state the particular account number where the CP(s) should be traded from or deposited into.
- iii. The CSD shall deliver securities and send confirmation of transfers via the authorised platform by 2.00p.m. on the settlement date to the Nigeria Inter-Bank Settlement System ("NIBSS") and to the FMDQ Exchange simultaneously.
- iv. NIBSS shall transfer settlement amounts to respective accounts and send confirmation to the CSD, and the Authorised Participant simultaneously.
- v. Transactions for standard settlement (T+2) shall stop five (5) Business Days before the Maturity Date. Therefore, the last applicable settlement shall be before close of business on the date which is five Business Days before the Maturity Date.

Reporting

- i. The CSD will effect the transfer of CPs on the settlement date as advised by the buyer and seller ("Trading Parties") and also keep records of consideration for each transaction.
- ii. The CSD will advise the Authorised Participant or the FMDQ Exchange for onward communication to the Authorised Participant, as applicable, of successful and failed transactions on each settlement day.
- iii. The Authorised Participant and Noteholders can ascertain their CP balances after each day's trade via the CSD's website (if applicable).

Transfer of Notes

Title to beneficial interest in the Notes will pass on transfer thereof by electronic book entry in the securities accounts maintained by the CSD and may be transferred only in accordance with rules and operating procedures of the CSD.

Cash Settlement

Trading Parties will be responsible for effecting the payment transfers either via Real Time Gross Settlement, NIBBS Electronic Funds Transfer or any other transfer mode agreed by the Trading Parties and recognised by the CBN.



FAST CREDIT LIMITED

(RC 1209242)

**Issue of Up to ₦[x] (Series 1) Commercial Paper Notes
Under Its ₦5,000,000,000
COMMERCIAL PAPER ISSUANCE PROGRAMME**

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum dated [*] [*] 2023 prepared by Fast Credit Limited in connection with its ₦5,000,000,000 (Five Billion Naira) Commercial Paper Issuance Programme, as amended and/or supplemented from time to time (the "Programme Memorandum").

Any capitalised terms not defined in this Applicable Pricing Supplement shall have the meanings ascribed to them in the Programme Memorandum.

This document constitutes the Applicable Pricing Supplement relating to the issue of Commercial Paper Notes ("CP Notes" or the "Notes") described herein. The Notes described herein are issued on and subject to the Terms and Conditions as amended and/or supplemented by the Terms and Conditions contained in this Applicable Pricing Supplement. To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail.

This document has been prepared in accordance with the Central Bank of Nigeria Guidelines on the Issuance and Treatment of Bankers Acceptances and Commercial Paper, issued on 11 September, 2019 and the CBN circular to all deposit money banks and discount houses dated 12 July, 2016 on Mandatory Registration and Listing of Commercial Papers (together the "CBN Guidelines") and the FMDQ Securities Exchange Limited Rules. The document is not required to be registered with the Nigerian Exchange Limited ("NGX") or the Securities and Exchange Commission ("SEC"). This document is important and should be read carefully. If any recipient is in any doubt about its contents or the actions to be taken, such recipient should consult his/her Banker, Stockbroker, Accountant, Solicitor or any other professional adviser for guidance immediately.

LEAD ARRANGER/ISSUING & PLACING AGENT



JOINT ARRANGERS/ISSUING & PLACING AGENTS



COLLECTING AND PAYING AGENT



RC [*]

THIS PRICING SUPPLEMENT IS DATED [.] , 2023

PRO FORMA APPLICABLE PRICING SUPPLEMENT

TERMS	DESCRIPTION
Issuer:	Fast Credit Limited
Lead Arranger / Issuing and Placing Agent:	Stanbic IBTC Capital Limited
Joint Arrangers / Issuing and Placing Agents:	FSL Securities Limited, Planet Capital Limited and United Capital PLC
Sponsor(s) to the Quotation on FMDQ Exchange:	[•]
Collecting and Paying Agent:	Fidelity Bank PLC
Auditors:	KPMG
Solicitors:	G.Elias
Series Number:	[•]
Programme Size:	₦5,000,000,000.00
Central Securities Depository:	FMDQ Depository Limited
Issued and Outstanding at the date of this Pricing Supplement:	[•]
Face Value:	₦5,000,000,000.00
Discounted Value:	[•]
Nominal Amount Per Note:	[•]
Tenor:	[•]
Maturity Date:	[•]
Final Redemption Amount:	[•]
Minimum Subscription:	₦2,000,000
Specified Currency:	Nigerian Naira (₦)
Status of Notes:	Each Note constitutes a senior, direct, unconditional, unsubordinated and unsecured obligation of the Issuer and save for certain debts mandatorily preferred by law, the Notes rank <i>pari-passu</i> among themselves, and with other present and future senior unsecured obligations of the Issuer outstanding from time to time
Form of Notes:	[•]
Quotation:	Notes may be quoted on the FMDQ Exchange or any other recognised exchange
Taxation:	Please refer to the 'Tax Considerations' section in the Programme Memorandum
Method of Offer:	[•]
Book Closed Period	[•]
Implied Yield:	[•]
Discount Rate:	[•]
Any other Formula or basis For Determining Amount(s) Payable:	$PV = FV * (1 - (DR * t / \text{actual number of days in year}))$

PRO FORMA APPLICABLE PRICING SUPPLEMENT

Day Count Fraction:	Actual/Actual (actual number of days in month and actual number of days in a year)
Business Day Convention:	Any day except Saturday, Sunday, and public holidays declared by the Federal Government of Nigeria on which banks are open for business in Nigeria.
Source of Repayment	The repayment of all obligations under the Programme will be funded from the cash flow of FCL
Use of Proceeds	[•]
Redemption/Payment Basis:	[•]
Issuer's Early Redemption:	[•]
Issuer's Optional Redemption:	[•]
Other Terms Applicable on Redemption:	[•]
Offer Opens:	[•]
Offer Closes:	[•]
Allotment Date:	[•]
Issue Date:	[•]
Notification of Allotment:	All applicants will be notified through an email and/or telephone of their allotment by no later than [•]
Payment Date:	[•]
Details of Bank Account(s) To Which Payments Are to Be Made in Respect of The Notes:	[•]
Settlement Procedures and Settlement Instructions:	Purchases will be settled via direct debit, electronic funds transfer (NIBSS, NEFT, RTGS, etc.)
Issuer/Issue Rating:	Bbb by Agosto & Co Limited and BBB+ by Data Pro Limited
Specified Office of Arranger/IPA:	[•]

MATERIAL ADVERSE CHANGE STATEMENT

Except as disclosed in this document, there has been no significant change in the financial position of the Issuer since [date of last audited accounts or interim accounts (if later)] and no material adverse change in the financial position or prospects of the Issuer since [date of last published annual accounts.]

RESPONSIBILITY

The Issuer and its Board of Directors accept responsibility for the information contained in this Pricing Supplement, which when read together with the Programme Memorandum [and supplemental Programme Memorandum, if any], contains all information that is material in the context of the issue of the Notes.

Signed at _____ on this _____ day of _____ 2023

**For and on behalf of
Fast Credit Limited**

Name

Capacity: Director

Name

Capacity: Director / Company Secretary



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REPORT OF THE INDEPENDENT AUDITOR ON THE SUMMARY FINANCIAL INFORMATION

To the Shareholders of Fast Credit Limited

Opinion

The summary financial information included on pages 40 to 42 of the programme memorandum for N5,000,000,000 Domestic Commercial Paper Issuance Programme (the "Programme Memorandum") which comprise;

- the statements of financial position as at 31 December 2020, 31 December 2021 and 31 December 2022;
- the statements of profit or loss and other comprehensive income for the years ended 31 December 2020, 31 December 2021 and 31 December 2022;
- the statements of cash flows for the respective years ended;

are derived from the audited financial statements of Fast Credit Limited for the years ended 31 December 2020, 31 December 2021 and 31 December 2022.

In our opinion, the accompanying summary financial information are consistent, in all material respects, with the audited financial statements from which they are derived.

Summary Financial Information

The summary financial information do not contain all the disclosures required by IFRS Standards as issued by the International Accounting Standards Board, the Companies and Allied Matters Act (CAMA), 2020, the Financial Reporting Council of Nigeria Act, 2011, the Banks and Other Financial Institutions Act, 2020 and relevant Central Bank of Nigeria guidelines and circulars. Reading the summary financial information and the auditor's report thereon, therefore, is not a substitute for reading the audited financial statements and the auditor's report thereon. The summary financial information and the audited financial statements do not reflect the effects of events that occurred subsequent to the date of our reports on the audited financial statements.

The Audited Financial Statements and Our Report Thereon

We expressed an unmodified audit opinion on the audited financial statements for the years ended 31 December 2020, 31 December 2021 and 31 December 2022 on 8 May 2021, 31 March 2022 and 31 March 2023 respectively. Those reports also include the communication of key audit matters. Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the financial statements of the respective periods.

Directors' Responsibility for the Summary Financial Information

The Directors are responsible for the preparation of the summary financial information .

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Registered in Nigeria No BN 990225

Partners:

Adedigbo A. Dyelemi	Boluwole D. Ajayi	Martins I. Arzigo	Olufemi I. Ogunlana	Williams I. Emons
Adenla R. Adesanya	Chibuzor N. Anyanachi	Mohammed M. Adama	Oluwafemi O. Awotobi	
Adeleke K. Ajeji	Chineme B. Nwagbo	Nwoko C. Eburno	Oluwatayo A. Odeji	
Ajibola O. Giannola	Danni D. Okegbemi	Opantayo I. Ogunberin	Omolola O. Ogun	
Akinwale O. Alao	Ejeh D. Odekuemeye	Olafemi S. Afolabi	Oseme J. Olatope	
Akinyemi J. Adediji	Geodwin C. Olu	Olafemi I. Sakaaleen	Terinuga A. Onilo	
Apoorva L. Salani	Isidore M. Adesoji	Olufemi I. Jemai	Talake A. Odeleke	
Ayodele A. Soyinka	Jacobs T. Ernest-Gigbe	Olufemi A. Babem	Ugochukwu N. Odeh	
Ayodele H. Oshinwa	Kater O. Durotole	Olumide D. Olayinka	Uzodimma G. Nwankwo	
Baale S. Abiodun	Lawrence C. Anadi	Olusegun A. Sowande	Victor U. Oyenikan	



Auditor's Responsibility

Our responsibility is to express an opinion on whether the summary financial information are consistent, in all material respects, with the audited financial statements based on our procedures, which were conducted in accordance with International Standard on Auditing (ISA) 810 (Revised), *Engagements to Report on Summary Financial Statements*.

A handwritten signature in blue ink, appearing to read 'Ayodele H. Othihiwa'.

Ayodele H. Othihiwa, FCA
FRC/2013/ICAN/00000000425
For: KPMG Professional Services
Chartered Accountants
3 April 2023
Lagos, Nigeria



FINANCIAL SUMMARY

Statements of Profit or Loss and Other Comprehensive income for the years ended 31 December

<i>In thousands of naira</i>	31 December 2022	31 December 2021	31 December 2020
Gross earnings	5,819,138	4,170,790	2,413,765
Interest income	4,883,613	3,833,435	2,510,379
Interest expense	(1,663,637)	(1,285,437)	(738,754)
Net interest income	3,219,976	2,547,998	1,771,625
Other income	698,616	310,923	181,187
Operating Income	3,918,592	2,858,920	1,952,812
Impairment writeback / (loss) on financial instruments	236,909	26,432	(277,801)
Operating Income after impairment writeback on financial assets	4,155,501	2,885,352	1,675,011
Personnel expenses	(641,100)	(393,697)	(309,572)
Depreciation and Amortization	(112,832)	(83,735)	(52,708)
Other operating Exp	(1,227,452)	(731,885)	(363,175)
Operating Expenses	(1,981,384)	(1,209,317)	(725,455)
Profit before tax	2,174,117	1,676,036	949,556
Income tax expense	(626,889)	(506,939)	(301,137)
Profit for the year	1,547,228	1,169,097	648,419
Other comprehensive Income;	-	-	-
Items that are or may be reclassified to profit or loss			
Net fair value changes in FVOCI instruments	(136,449)	(406,558)	260,444
Other comprehensive (loss) / income for the year	(136,449)	(406,558)	260,444
Total comprehensive income for the year	1,410,779	762,539	908,863

FINANCIAL SUMMARY

Statements of Financial Position

As at 31 December

<i>In thousands of naira</i>	31 December 2022	31 December 2021	31 December 2020
Assets:			
Cash and cash equivalents	1,810,626	2,226,399	4,367,707
Investment securities	2,064,137	2,270,670	869,948
Loans and advances to customers	8,534,784	6,322,851	4,571,699
Other assets	1,165,923	804,057	189,567
Property, plant and equipment	174,353	143,582	147,976
Intangible assets	165,386	91,535	77,829
Deferred tax assets	4,170	63,303	50,367
Total Assets	13,919,379	11,922,397	10,275,093
Liabilities:			
Borrowings	8,849,101	9,370,309	8,632,930
Debt securities issued	-	-	24,400
Other liabilities	2,117,120	400,035	143,894
Tax liabilities	551,076	578,061	323,260
Total Liabilities	11,517,297	10,348,405	9,124,484
Equity:			
Share capital	500,000	416,855	416,855
Share premium	27,925	27,925	27,925
Accumulated profit	1,652,008	1,002,698	250,415
Equity component of convertible notes	-	-	5,672
Fair value reserves	(282,563)	(146,114)	260,444
Regulatory risk reserve	-	-	92,035
Statutory reserves	504,712	272,628	97,263
Total Equity	2,402,082	1,573,992	1,150,609
Total Liabilities and Equity	13,919,379	11,922,397	10,275,093

FINANCIAL SUMMARY

Statements of Cash Flows

For the years ended 31 December

<i>In thousands of naira</i>	31 December 2022	31 December 2021	31 December 2020
Cash flows from operating activities			
Profit after tax	1,547,228	1,169,097	648,419
Add back: Income tax expense	626,889	506,939	301,137
Profit before tax	2,174,117	1,676,036	949,556
Adjustments for:			
Depreciation of property, plant and equipment	65,149	52,456	39,506
Amortisation of intangible asset	47,683	31,279	13,202
Interest income	(4,883,613)	(3,833,435)	(2,510,379)
Interest expense	1,663,637	1,285,437	738,754
Impairment (writeback) / charge on loans and advances	(195,081)	(27,887)	235,600
Loan write off/ (Recoveries on fully impaired loans)	-	275,142	-
Impairment (writeback) / charge on cash and cash equivalents	(11,022)	555	16,557
Impairment charge on investment securities	2,104	164	793
Impairment (writeback) / charge on other assets	(32,910)	736	24,851
	(1,169,936)	(539,517)	(491,560)
Changes in operating assets and liabilities			
Loans and advances to customers	(2,016,852)	(1,723,265)	(2,833,873)
Other assets	(381,390)	(587,142)	(12,161)
Other liabilities	1,800,230	302,049	91,857
Total changes in operating assets and liabilities	(598,012)	(2,008,358)	(2,754,177)
Interest received	4,951,593	3,112,058	2,117,602
Interest paid	(1,523,796)	(1,139,980)	(651,782)
Tax paid	(594,741)	(265,073)	(139,101)
Net cash generated from / (used in) operating activities	1,065,108	(840,870)	(1,919,018)
Cash flows from investing activities			
Purchase of property and equipment	(95,921)	(48,060)	(133,244)
Purchase of intangible assets	(125,075)	(50,251)	(30,749)
Purchase of FGN bonds	-	(1,715,847)	(595,426)
Net cash used in investing activities	(220,996)	(1,814,158)	(759,419)
Cash flows from financing activities			
Proceeds from borrowings	4,219,694	4,439,568	10,495,625
Repayment of borrowings	(4,813,745)	(3,592,364)	(3,525,751)
Dividend paid	(665,834)	(333,484)	(83,371)
Net cash (used in) / generated from financing activities	(1,259,885)	513,720	6,886,503
Net (decrease) / increase in cash and cash equivalents	(415,773)	(2,141,308)	4,208,066
Cash and cash equivalents at the beginning of the year	2,226,399	4,367,707	159,641
Cash and cash equivalents at the end of the year	1,810,626	2,226,399	4,367,707

Fast Credit Limited

Rating:

Bbb**Outlook:** Stable**Issue Date:** 13 Feb 2023**Expiry Date:** 30 Jun 2023**Previous Rating:** N/A**Industry:****Finance House****Analysts:****Dumebi Nkeonye**

dumebinkeonye@agusto.com

Adebiji Olukoya

biyiolukoya@agusto.com

Agusto & Co. Limited

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Lagos

Nigeria

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RATING RATIONALE

Agusto & Co. hereby assigns a **"Bbb"** rating to Fast Credit Limited ("Fast Credit", "FCL" or "the Company"). The rating is supported by Fast Credit's good profitability, adequate capitalisation, competent and experienced management team and granular payroll-deductible or cash-backed loan book. However, the rating is constrained by the concentration in the loan book to the public sector, aggressive loan book growth, concentration in funding, funding mismatch and reliance on expensive purchased funds. We have also considered the impact of the weak macroeconomic fundamentals on FCL's business.

Fast Credit is licensed to operate as a finance company by the Central Bank of Nigeria (CBN). FCL provides micro credit to private and public sector employees on cash backed or payroll deductible basis. As at 31 December 2021, Fast Credit had total assets of ₦11.9 billion and gross loans and advances of ₦6.78 billion. Exposures to public sector employees constituted 91% of FCL's loan book (FGN MDAs: 91%, state government MDAs: 9%) while the balance of 9% comprised exposures to private sector employees, which were largely cash backed up to 1.2x. The Company had significant concentration to the Nigerian Police Force (NPF) in particular, with force members accounting for 79% of the portfolio. In our view, the considerable concentration to FGN employees leaves Fast Credit susceptible to defaults from delays in salary payment given the weak finances of government. However, we note that FCL focuses on uniformed personnel, whose salaries are prioritised by the FGN. The loans were well diversified by obligors, with the top 20 borrowers accounting for less than 5% of the portfolio, which was in line with our expectation for a consumer lender.

As at 31 December 2021, Fast Credit had non-performing loans (NPLs) of ₦474 million, which represented a 46% increase from ₦325 million in the prior year despite write-offs totalling ₦275 million in the review period. FCL's NPLs to gross loans ratio thus deteriorated to 7% (2020: 6.4%), which was above our benchmark of 5% for finance companies and compared unfavourably to peer Credit Direct Limited's ("Credit Direct") 6.5% for the same period. When we

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FAST CREDIT LIMITED

Long-Term Rating:

BBB⁺

Short Term Rating: A2

Rating Outlook: Stable

Trend: UP

Currency: Naira

Date Issued: 13 Mar., 2023

Valid Till: 10 Mar., 2024

Reference:

Abiodun Adeseyoju, FCA.

Abimbola Adeseyoju

Oladele Adeoye

This report is provided by DataPro subject to the terms & condition stipulated in our Terms of Engagement

EXECUTIVE SUMMARY

	2022	2021	2020	2019	2018
	₦'000	₦'000	₦'000	₦'000	₦'000
Gross Earnings	5,582,229	4,144,358	2,691,566	1,148,602	433,570
Profit Before Tax	2,174,117	1,676,036	949,556	435,869	(193,264)
Shareholders' Funds	2,402,082	1,573,992	1,150,609	325,116	3,664
Borrowing	8,849,101	9,370,309	8,632,930	1,896,693	927,501
Loans & Advances	8,534,784	6,322,851	4,571,699	1,973,426	707,374
Total Assets	13,919,379	11,922,397	10,275,093	2,506,755	1,061,820

Rating Explanation

The Short-Term Rating of A2 indicates *Fair Credit Quality* and adequate capacity for timely payment of financial commitments.

The Long-Term Rating of *BBB⁺* indicates *Slight Risk*. It shows Fair Financial Strength, Operating Performance and Business Profile when compared to the standard established by *DataPro*. This Company, in our opinion, has the ability to meet its ongoing obligations, but its financial strength is vulnerable to adverse changes in economic conditions.

RATING SYNOPSIS

The Rating took into consideration all relevant qualitative and quantitative factors to arrive at the assigned risk indicator.

The qualitative information used were based on industry and market intelligence including public information. The quantitative information was obtained from the Company's Audited and Management Accounts.

The risk factors were assessed using the Company's Capitalization, Earnings Profile, Liquidity, Corporate Governance, Regulatory Compliance and Sustainability of its current healthy profile in the medium to long term period.

Overall, the following were observed:

Positive Rating Factors:

- Good Earning Profile
- Good Capitalization
- Experienced Management

Negative Rating Factors:

- High Interest Expense
- Concentration risk

This report does not represent an offer to trade in securities. It is a reference source and not a substitute for your own judgment. As far as we are aware, this report is based on reliable data and information, but we have not verified this or obtained an independent verification to this effect. We provide no guarantee with respect to accuracy or completeness of the data relied upon, and therefore the conclusions derived from the data. This report has been prepared at the request of, and for the purpose of, our client only and neither we nor any of our employees accept any responsibility on any ground whatsoever, including liability in negligence, to any other person. Finally, DataPro and its employees accept no liability whatsoever for any direct or consequential loss of any kind arising from the use of this document in any way whatsoever.



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May 18, 2023

The Directors
Fast Credit Limited
Ground Floor Motorways Center, Block C
Ikeja, Lagos
Nigeria

Dear Sirs,

Re: Legal Opinion with respect to the ₦5,000,000,000 (Five Billion Naira) Commercial Paper Issuance Programme by Fast Credit Limited

1. INTRODUCTION

1.1 We have acted as legal counsel in respect of the ₦5,000,000,000 (Five Billion Naira) (Commercial Paper Issuance Programme by Fast Credit Limited (the "Issuer") (the "Programme").

1.2 In this Legal Opinion (this "Opinion"), unless otherwise defined or the context otherwise requires, the following capitalised terms shall have the following meanings:

1.2.1 "Agents" means Stanbic IBTC Capital Limited ("Stanbic"), FSL Securities Limited ("FSL"), Planet Capital Limited ("Planet Capital") and United Capital Plc ("United Capital") in their capacity as the joint issuing and placing agents (the "Joint Issuing and Placing Agents") and Fidelity Bank Plc. in its capacity as the collecting and paying agent respectively in connection with the Programme;

1.2.2 "CAC" means Corporate Affairs Commission;

1.2.3 "CBN" means the Central Bank of Nigeria;

1.2.4 "Collecting and Paying Agency Agreement" means the agreement of the same name dated on or about the date hereof and executed by the collecting and paying agent and the Issuer;

1.2.5 "Deed of Covenant" means the deed of the same name dated on or about the date hereof and executed by the Issuer as a deed poll in favour of the Noteholders;

1.2.6 "FMDQ Exchange Rules" means the FMDQ Exchange Commercial Paper Registration and Quotation Rules issued in April 2021 as may be amended or supplemented from time to time;

1.2.7 "Guidelines" means the CBN guidelines on the issuance and treatment of bankers acceptances and commercial papers dated September 11, 2019 as amended or

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supplemented from time to time and the circular issued to all deposit money banks and discount houses by the CBN on July 12, 2016 titled "Mandatory Registration and Listing of Commercial Papers";

- 1.2.8 "Issuing and Placing Agency Agreement" means an agreement of the same name dated on or about the date hereof and executed by the Agents and the Issuer;
- 1.2.9 "Nigerian Courts" means the Supreme Court of Nigeria, the Court of Appeal, the Federal High Court and the various State High Courts;
- 1.2.10 "Nigerian Law" includes without limitation any statutes or regulations made or imposed by any Nigerian authority and any treaty or international convention, which the Federal Republic of Nigeria has ratified and incorporated into domestic law;
- 1.2.11 "Notes" means the debt instruments issued by the Issuer under the Programme;
- 1.2.12 "Noteholders" means the persons who have invested in the Notes and "Noteholder" shall be construed accordingly;
- 1.2.13 "Programme Memorandum" means the memorandum dated on or about the date hereof disclosing details of the Programme for the issuance by the Issuer of Notes for tenors not exceeding 270 days;
- 1.2.14 "SEC" means the Securities and Exchange Commission established pursuant to the Investments and Securities Act, 2007 (as amended); and
- 1.2.15 "Transaction Documents" means the Programme Memorandum, the applicable pricing supplement to be issued under the Programme, the Deed of Covenant, Collecting and Paying Agency Agreement and the Issuing and Placing Agency Agreement.

2. DOCUMENTS

In our capacity as solicitors to the Programme, we have reviewed the various documents and matters of law as we have deemed necessary, including the following documents:

- 2.1 a copy of the certificate of incorporation of the Issuer;
- 2.2 a copy of the Memorandum and Articles of Association of the Issuer;
- 2.3 copy of the rating report issued by Agosto & Co Limited and Data Pro Limited dated February 13, 2023 and March 13, 2023 respectively in respect of the Issuer;
- 2.4 the resolution of the Board of Directors of the Issuer passed on January 25, 2023 approving the Programme, authorizing the management of the Issuer to apply for and obtain all necessary approvals and sign all documents required to execute the Programme; and
- 2.5 the Transaction Documents.



3. SCOPE

3.1 This Opinion is confined to Nigerian Law as interpreted and applied by Nigerian Courts and we neither express nor imply any opinion on any matter insofar as it may be affected by the law of a country other than Nigerian Law, or as to matters of fact. We express no opinion nor make any comment on the content, adequacy or sufficiency of the commercial terms negotiated by the parties to the Transaction Documents.

3.2 Except for the enquiries at the CAC conducted on March 6, 2023, on the Issuer's file, we have not assisted in the investigation or verification of the facts, or the reasonableness of any assumption or statement of opinion (including, without limitation, as to the solvency of any other person expressed to be a party to the Transaction Documents or any other person), contained in the Transaction Documents or in determining whether any material fact has been omitted therefrom.

4. EXTENT OF REVIEW AND EXAMINATION

4.1 For the purpose of providing this Opinion, we have examined only the Transaction Documents but not any document or agreement cross-referenced in any of the Transaction Documents save for such other documents we have considered necessary, for purposes of giving this Opinion.

4.2 We have made no searches or enquiries concerning any person (other than the Issuer) or on any corporate records of a person (other than the Issuer's) nor have we examined any documents, other than the documents referred to in clause 2 (*Documents*) of this Opinion.

5. ASSUMPTIONS

The Opinion set out herein is based upon the following assumptions:

5.1 Genuineness and Authenticity

- 5.1.1 the genuineness of all signatures and seals on all and any document reviewed by us;
- 5.1.2 the completeness and conformity to the originals of all Transaction Documents and other documents supplied to us as certified, electronic, faxed or photocopies;
- 5.1.3 the genuineness and authenticity of all approval letters, consents and authorizations sighted;
- 5.1.4 the genuineness and authenticity of all documents in the files of the Issuer at the CAC;
- 5.1.5 the accuracy and completeness of all corporate minutes, resolutions, certificates and records which we have seen;
- 5.1.6 the accuracy of all representations of facts expressed in or implied by the documents we have examined;
- 5.1.7 as at the date (March 6, 2023) of search at the CAC, the documents in the file of the Issuer held at the CAC were the most recent records of the Issuer;

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5.1.8 the absence of any amendments or variations to the terms of the Transaction Documents and the authenticity of the originals of such Transaction Documents;

5.1.9 that each of the Transaction Documents has been duly authorised, and duly executed, by or on behalf of the parties thereto and that the performance thereof is within the capacity and powers of the parties thereto;

5.1.10 that the terms of the Transaction Documents are or will be observed and performed by the Issuer;

5.1.11 the absence of any other contractual or similar arrangements between any of the parties to the Transaction Documents which modify or supersede any of the terms of the Transaction Documents.

5.2 Completeness

All statements as to matters of fact contained in the Transaction Documents are correct, save to the extent that they relate to matters specifically opined upon herein.

5.3 Good Faith, etc.

The lack of bad faith and absence of fraud, coercion, duress or undue influence on the part of any of the parties to the Transaction Documents, their respective directors, officers, employees, agents and advisers.

5.4 Consents

All necessary consents, authorizations and licences for the execution, delivery and performance of the Transaction Documents have been obtained and have not been withdrawn as at the date hereof.

5.5 Restrictions

There are no agreements, letters or other arrangements having contractual effect which render a party to the Transaction Documents incapable of performing its obligations under such documents and there are no contractual or similar restrictions contained in any agreement or arrangement (other than those in the Transaction Documents) that are binding on any party to such Transaction Document which would affect the conclusions made in this Opinion.

6. OUR OPINION

Based on the foregoing assumptions and subject to the qualifications set out below, we are of the following opinion:

6.1 Enforceability

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- 6.1.1 There is no provision in the Issuer's constitutional documents and no Nigerian Law which will be contravened by:
- (i) any provision in any Transaction Document; or
 - (ii) the carrying out of any relevant transaction contemplated by the Transaction Documents.
- 6.1.2 There has been obtained and there is in full force and effect every consent, approval or authorization by any Nigerian authority which is either necessary or desirable in connection with:
- (i) the execution by the Issuer of any of the Transaction Documents; or
 - (ii) the validity or enforceability of any of the Transaction Documents.
- 6.1.3 All the Transaction Documents are governed by Nigerian Law and constitute obligations of the parties thereto that are legal, valid, and binding upon the parties and enforceable against the parties in accordance with their terms.
- 6.1.4 Without prejudice to Clause 6.1.3 above, all the Transaction Documents are in a proper form to be enforced under Nigerian Law and would be recognised by a Nigerian Court as constituting legal, valid, and binding obligations of the parties thereto, enforceable against the parties thereto in accordance with their terms.
- 6.1.5 Each Note when issued by the Issuer will constitute the legal, valid and binding obligations of the Issuer enforceable in accordance with its terms.
- 6.1.6 It is not necessary in order for any Noteholder to exercise or enforce any of its rights under the Transaction Documents that it should be licensed, registered, resident or otherwise authorized to carry on any business in Nigeria.
- 6.2 **Legal Status of the Issuer**
- 6.2.1 The Issuer is duly incorporated and validly exists under Nigerian Law. To the best of our knowledge, no steps have been taken to wind up the Issuer, to terminate its existence or to appoint a receiver in respect of it or otherwise to place its business or any of its assets outside the control of its directors¹
- 6.2.2 The Issuer is empowered to issue the Notes in compliance with the CBN Guidelines and the FMDQ Exchange Rules and perform its obligations under the Transaction Documents.

¹ We say to the best of our knowledge because winding-up petitions (including other analogous steps) are filed and heard before the courts and there are no systematic records of court filings to allow for such a check. Public notice of such events only occurs when such an order is published in the newspapers or filed at the CAC. However, based on our recent search carried out at the CAC on the Issuer on March 6, 2023, no order or resolution for any administration, suspension of payments, receivership, winding-up or similar insolvency proceedings has been registered in relation to the Issuer nor has there been registered any notice of the appointment of an administrator, receiver, liquidator or similar insolvency representative over any part of the assets, business or undertaking of the Issuer, or notice of any application for such an appointment.

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6.2.3 The Issuer holds all licences, approvals and authorizations from all governmental authorities in Nigeria necessary for the conduct of its business as set out in the Programme Memorandum.

6.3 Authorisation

6.3.1 The Issuer has the full power, authority and capacity to execute, deliver, perform and observe the terms and conditions of the Transaction Documents.

6.3.2 All corporate and other actions that are necessary or advisable to authorise the Issuer to enter into, execute, deliver, perform and observe the terms and conditions of the Transaction Documents have been taken.

6.3.3 The resolution referred to under Clause 2 (*Documents*) is valid under the Issuer's constitutional documents and Nigerian Law. The resolution is sufficient corporate authorization for the Issuer to execute the Transaction Documents and to carry out all relevant transactions; and the resolution need not be filed, recorded nor registered with any authority in Nigeria.

6.4 SEC Matters

It is permissible for the Issuer to issue the Notes and invite investors to invest in the Notes without requiring SEC approval or registration with the SEC.

6.5 CBN and FMDQ Exchange Compliance

6.5.1 The Notes have been issued in compliance with the Guidelines and the FMDQ Exchange Rules.

6.5.2 The Issuer has been rated as required by and in compliance with the Guidelines and the FMDQ Exchange Rules.

6.6 Exchange Control Compliance

6.6.1 The issuance of the Notes in Nigerian Naira is permitted by law.

6.6.2 Residents and non-residents of Nigeria may deal in, invest in, acquire or dispose of the Notes.

6.6.3 Non-residents of Nigeria who have brought funds into Nigeria for subscription to the Notes through approved and lawful channels may upon liquidating their investment in the Notes repatriate the proceeds of their investment upon presentation of certificates of capital importation issued in respect of the funds brought into Nigeria.

6.6.4 Nigerian Courts will give judgment in foreign currency.



6.7 Registration

- 6.7.1 Other than the stamping of the Transaction Documents at the Stamp Duties Office of the Federal Inland Revenue Service, it is not necessary or desirable for any further action to be taken in the future (including the making of any registrations or filings) in order to preserve as a matter of law, the interests of the Noteholders.
- 6.7.2 Save for the stamping of the Transaction Documents, no consent, licence, authorization or similar approval or other action by, and no notice to or filing or registration with, any governmental authority or regulatory body is required in Nigeria for the due execution, delivery and performance by the Issuer of the Transaction Documents.

6.8 Insolvency

- 6.8.1 Subject to bankruptcy and insolvency laws generally applicable in bankruptcy or insolvency proceedings involving the Issuer, the obligations of the Issuer under the Transaction Documents will remain valid, binding and enforceable.
- 6.8.2 Subject to bankruptcy and insolvency laws generally applicable to Nigerian companies and banks in particular, upon the maturity of the Notes, in the event that that the Issuer is unable to discharge any of its obligations to the Noteholders, the unsatisfied Noteholders as creditors of the Issuer are entitled to apply for the winding up of the Issuer on the ground of the Issuer's inability to pay its debts.
- 6.8.3 The Notes are unsecured, and no security interests have been created in favour of the Noteholders by any Transaction Documents.
- 6.8.4 Upon the insolvency of the Issuer, Nigerian Law would treat the Noteholders as unsecured creditors of the Issuer for all purposes.

6.9 Tax Matters

- 6.9.1 The Issuer may be entitled or required to withhold tax on payments to any Noteholder on the zero-coupon Notes.
- 6.9.2 The Noteholders may be required to pay income taxes on the discount enjoyed on the Notes.²
- 6.9.3 On buying or selling the Notes, investors will pay no value added tax.³
- 6.9.4 A sale of a Note by a Noteholder will not give rise to a charge to capital gains tax.

² Order 1(iv) of the Companies Income Tax (Exemption of Bonds and Short Term Government Securities) Order, 2011 and Personal Income Tax (Amendment) Act, 2011 (Amendment to the Third Schedule) exempt interest earned by holders of short term securities issued by corporate bodies from the imposition of companies income tax and personal income tax respectively. The exemption granted under the Companies Income Tax (Exemption of Bonds and Short Term Government Securities) Order, 2011 is for a period of 10 years commencing from January 2, 2012. With the expiration of the Companies Income Tax (Exemption of Bonds and Short Term Government Securities) Order, 2011 on January 2, 2022, these exemptions are no longer applicable. Thus, where there is no extension, the Noteholders may be required to pay applicable income taxes.

³ Finance Act, 2020.



6.9.5 Value Added Tax will be payable on the commission payable to the Central Securities Clearing System Plc.⁴

6.10 *Pari passu* ranking

The obligations of the Issuer under the Transaction Documents to which it is a party and the Notes (when issued) will rank at least *pari passu* with all present and future unsecured and unsubordinated obligations of the Issuer, other than those claims which are preferred by any bankruptcy, insolvency, liquidation, or other similar laws of general application.

6.11 Choice of Law and Jurisdiction

The choice of Nigerian law as the governing law of the Transaction Documents is a valid choice of law and a Nigerian court or arbitral tribunal will apply the relevant governing law of a Transaction Document to give effect to the provisions contained therein.

6.12 Dispute Resolution

The submission to arbitration by the parties under the Issuing and Placing Agency Agreement and the Collecting and Paying Agency Agreement are permitted under the laws of Nigeria and an arbitral award rendered by a recognised arbitral tribunal would be enforced by the courts of Nigeria as a legal, valid, and binding submission to arbitration subject to the provisions of the Arbitration and Conciliation Act, Chapter A18, Laws of the Federation of Nigeria 2004.

6.13 Miscellaneous

6.13.1 The Issuer's assets are not entitled to any immunity from service of process, suit, judgment, execution or attachment (including pre-judgment attachment) in respect of any obligation under any of the Transaction Documents; and

6.13.2 The Transaction Documents do not contain any provision or provide for any transaction or other action which could have the consequence of making the Noteholders liable in Nigeria in respect of any debt, liability or obligation of the Issuer or in respect of any non-compliance by the Issuer with any Nigerian Law.

7. QUALIFICATIONS

This opinion is subject to the following qualifications:

7.1 our opinion that an obligation or document is enforceable means that the obligation or document is of a type and form which Nigerian Courts generally will enforce. It does not mean that the obligation or document can necessarily be enforced in all circumstances and with regard to a final

⁴ Order 1 of the Value Added Tax (Exemption of Commissions on Stock Exchange Transaction) Order, 2014 exempts the imposition of Value Added Tax on commissions payable to the Central Securities Clearing System Plc for a period of five (5) years from the date of commencement of the order. Order 1 of the Value Added Tax (Exemption of Commissions on Stock Exchange Transaction) Order, 2014 expired on July 24, 2019 and therefore the CSCS has commenced charging value added tax on commissions payable to it.

G. ELIAS

judgment or award, certain defences to its application or grounds for setting it aside may be accepted or applied, in spite of an agreement to the contrary;

- 7.2 a judgment given in any foreign currency may be satisfied by the payment of the Naira equivalent thereof at the time of payment;
- 7.3 the assessment of stamp duties on documents by the Stamp Duties Office is erratic and largely untested in Nigeria Courts;
- 7.4 upon the presentation of a winding-up petition against a Nigerian bank, proceedings commenced against it to enforce a liability may be stayed or restrained by a Nigerian Court;
- 7.5 no attachment or execution can be levied against the assets of a Nigerian bank after the commencement of its winding-up;
- 7.6 the enforcement of the rights of the parties under the Transaction Documents may with the passage of time become statute-barred under the limitation laws of the Federal Republic of Nigeria; and
- 7.7 the power of Nigerian Courts to order specific performance of an obligation or to order any other equitable remedy is discretionary and, accordingly, a Nigerian Court might make an award of damages where specific performance of an obligation or any other equitable remedy was sought.

8. BENEFIT OF OPINION

This Opinion is prepared exclusively for the purpose of the Programme and for the benefit of the Issuer, its advisers and persons seeking to invest in the Notes. Other than for the Programme and for the benefit of the persons to whom it is meant, it is not to be used by any other person or for other purposes or quoted or referred to in any public document or filed with anyone without our express written consent which shall not be unreasonably withheld or delayed. This Opinion is not to be distributed, in whole or in part, to any person other than as agreed between the Issuer and us and then only for purposes directly relating to the Programme; provided however that this Opinion may be disclosed without our consent to:

- (a) any person to whom disclosure is required to be made by applicable law or court order or arbitral award or pursuant to the rules or regulations of any supervisory or regulatory body, or the rules of any applicable stock exchange or any rating agency; or
- (b) to the officers, employees, auditors, regulators, and professional advisers of the Issuer on a strict need-to-know basis and only in relation to the Programme.

Where this Opinion is sought to be disclosed in connection with any potential or actual judicial proceedings, prior written notice of its intended disclosure must be given to us.

Yours faithfully,



For G. Elias

GENERAL INFORMATION

Authorisation

This CP Programme and Notes issued hereunder were approved by the resolution of the Board of Directors of Fast Credit Limited dated 25 January 2023.

Auditors

KPMG acted as auditors of the annual financial statements of the Issuer for the fiscal year which ended 31 December, 2022 and was responsible for the audit, and issued an unqualified report.

Commercial Paper Outstanding

The Issuer has no commercial paper outstanding as at the date of this Programme Memorandum.

Going Concern

The Issuer is at the date hereof a going concern and can be reasonably expected to meet all of its obligations as and when they fall due.

Litigation

The Issuer is not engaged (whether as defendant or otherwise) in any legal, arbitration, administration or other proceedings, the result of which might have or have had a material effect on the financial position or the operations of the Issuer, nor is the Issuer aware of any such proceedings being threatened or pending.

Material Contracts

The following agreements have been entered into and are considered material to this Programme:

1. the Deed of Covenant dated 18 May 2023 executed by the Issuer as a deed poll in favour of the Note holders;
2. the Issuing and Placing Agency Agreement dated 18 May 2023 executed by the Lead Arranger/IPA, Joint Arrangers/IPAs and the Issuer; and
3. the Collecting and Paying Agency Agreement dated 18 May 2023 executed by the Issuer and the Collecting and Paying Agent.

Other material contracts in respect of any issuance of Notes under the Programme will be disclosed in the Applicable Pricing Supplement issued in respect of that Series or Tranche.

Ultimate Borrower

The Issuer is the borrower in respect of the Notes.