

SUREGRO BUSINESS CONSULTANCY AGREEMENT

Client Reference No.: _____

This Business Consultant Agreement ("Agreement") is made and effective as of; _____ 20 ,

BETWEEN: **Suregro Investments Holdings (Pty) Ltd** Registration Number: 2011/117604/07, (the "Consultant"), an individual with their main address located at 81b Pretoria Road, Rynfield, Benoni, 1501 and a company organized and existing under the laws of South Africa.

AND: _____ (the "Client")
_____ Identity No. or Company Registration No.

Herein represented by (full name & ID No.): _____

_____ Address

_____ Phone Nos.

_____ Email Address

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. CONSULTATION SERVICES

The "Client" hereby employs the "Consultant" to perform the requested services as stated below in accordance with the terms and conditions set forth in this agreement: The "Consultant" will consult with the officers and employees of the "Client" concerning matters relating to the management and organization of their "Company", their financial policies, the terms and conditions of employment, and generally any matter arising out of the business affairs of the "Client". The "Consultant" is employed by the "Client" to do the following:-

- **PHASE 1:** Prepare a business plan and complete a proper business pack to comply for a grant/loan requirement in respect of the "Client".
- **PHASE 2:** The "Consultant" will also be employed to apply on behalf of the "Client" for the necessary grant/loan of R _____, (_____ Rands) required by them from either Local or International Funding Institution/s.

Client Initial

2. TERMS OF AGREEMENT

This agreement will begin on the date of receipt of full payment and documentation requested for the preparation of the Business Plan Pack. Either party may cancel this agreement with a 30 (thirty) days' notice period to the other party in writing, by certified mail, email or personal delivery only, should either party default in terms of this agreement. The "Consultant" however, reserves the right to cancel this agreement for whatsoever reason he deems necessary. Approved refunds will be paid on or within 30 (thirty) days of approval. The grant/loan application will only be processed once the "Consultant" receives the full facilitation payment as stipulated in point number 5 (five) below. The "Client" hereby indemnifies the "Consultant" should the "Independent Associate" responsible for this contract fail to supply the "Consultant" with the necessary documentation and payment required to continue with the process for the grant/loan application and no claim for such payment made to the "Independent Associate" can be made by the "Client" to the "Consultant", unless proof of the said payment transaction can be provided that the "Independent Associate" paid the "Consultant".

Client Initial

3. TIME DEVOTED BY CONSULTANT

It is anticipated the "Consultant" will spend approximately 180 (one hundred and eighty) working days in fulfilling its obligations for the grant/loan application purpose under this agreement. This agreement will be enforced and commence from the date of full payment and documentation requested has been received by the "Consultant". The particular amount of time may vary from day to day or week to week or month to month. Should there be any delays whereby the "Consultant" was unable to fulfill his obligation on time as proposed above, then a reasonable agreed time of extension will be allowed by the "Client" of which will be done so in writing and agreed to by both parties.

Client Initial

4. PLACE WHERE SERVICES WILL BE RENDERED

The "Consultant" will perform most services in accordance with this contract at a location of the "Consultant's" discretion. In addition, the "Consultant" will perform services on the telephone, email and at such other places as necessary to perform these services in accordance with this agreement.

5. PAYMENT TO CONSULTANT

The "Consultant" will be paid an upfront Non-Refundable amount of _____ (_____) by the "Client" for preparation of all documents required for the grant/loan process. This amount must be paid directly into the "Consultant's" business account which is **Suregro Investments Holdings (Pty) Ltd**, held at **ABSA Bank, Account Number 409 516 1762**, either by cash deposit or electronic fund transfer and no other means of payment will be accepted. Should the "Client" opt to pay the "Independent Associate" then it is their responsibility to ensure that the payment reaches the "Consultant" and the "Client" indemnifies the "Consultant" for such payment method. Should the documentation not be prepared by the said period, then the "Client" will be refunded in full. A further amount to be paid to the "Consultant" of R _____, (_____ Rands), which is only applicable to loan clients', in order for the "Consultant" to be able to facilitate the loan application of R _____, (_____ Rands).

Client Initial

6. INDEPENDENT CONTRACTOR

Both the "Client" and the "Consultant" agree that the "Consultant" will act as an independent contractor in the performance of its duties under this contract. Accordingly, the "Consultant" shall be responsible for payment of all taxes arising out of the "Consultant's" activities in accordance with this contract, including by way of illustration but not limitation, Government Income Tax, Unemployment Insurance Taxes, and any other Taxes or Business License Fee as required on his part.

7. CONFIDENTIAL INFORMATION

The "Client" and "Consultant" agree that any information received by the "Client" and "Consultant" during any furtherance of the "Client's" and "Consultant's" obligations in accordance with this contract, which concerns the personal, financial or other affairs of the "Client" and "Consultant" will be treated by the "Client" and "Consultant" in full confidence and will not be revealed to any other persons, firms or organizations and can only be done through permission.

8. EMPLOYMENT OF OTHERS

The "Client" may from time to time request that the "Consultant" arrange for the services of others or the "Consultant" may have a need for such services. All costs to the "Consultant" for those services will be paid by the "Client" but in no event shall the "Consultant" employ others without the prior written authorization of the "Client".

9. PURPOSE FOR WHICH FUNDING IS NEEDED

10. SPECIAL CONDITIONS

11. UNDERSTANDING

The "Client" agrees that they have been explained the contents of this agreement and have proper understanding of it. The parties agree to abide by this agreement and accept that it is immediately enforced upon signing of this agreement. The "Client" also understands that the payment made for Phase One was purely for the preparation of the business plan and financial projection for the grant/loan application process and not an upfront fee or admin fee for the grant/loan itself and is therefore not refundable unless such documentation was not prepared.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT

FOR THE CONSULTANT

SIGNATURE

SIGNATURE

TITLE AND NAME IN FULL

TITLE AND NAME IN FULL

IDENTITY NUMBER

IDENTITY NUMBER

CLIENT WITNESS

CONSULTANT WITNESS

SIGNATURE

SIGNATURE

TITLE AND NAME IN FULL

TITLE AND NAME IN FULL

IDENTITY NUMBER

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