

# SUREGRO CLIENT LOAN FACILITATION AGREEMENT

Client Reference No.: \_\_\_\_\_

This Client Loan Agreement ("Agreement") is made and effective as of; \_\_\_\_\_ 20 ,

**BETWEEN:** Suregro Investments Holdings (Pty) Ltd Registration Number: 2011/117604/07, ("Suregro"), 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):** \_\_\_\_\_

\_\_\_\_\_ 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 engages "Suregro" to perform the requested services as stated below in accordance with the terms and conditions set forth in this agreement. "Suregro" 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". "Suregro" is employed by the "Client" to do the following:-

- 1.1: Prepare a business plan and complete a proper business pack to comply for a loan requirement in respect of the "Client".
- 1.2: "Suregro" will also be engaged to apply for a loan on behalf of the "Client" for an amount of R \_\_\_\_\_, ( \_\_\_\_\_ Rands) 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. "Suregro" however, reserves the right to cancel this agreement for whatsoever reason they deem necessary. Approved refunds will be paid on or within 30 (thirty) days of approval. The loan application will only be processed once "Suregro" receives the full facilitation payment as stipulated in point number 5 (five) below. The "Client" hereby indemnifies "Suregro" should the "Independent Associate" responsible for this agreement fail to supply "Suregro" with the necessary documentation and payment required to continue with the process for the loan application and no claim for such payment made to the "Independent Associate" can be made by the "Client" to "Suregro", unless proof of the said payment can be provided that the "Independent Associate" paid "Suregro".

\_\_\_\_\_  
Client Initial

## 3. TIME DEVOTED BY SUREGRO

It is anticipated "Suregro" will spend a minimum of 180 (one hundred and eighty) working days in fulfilling its obligations for the 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 "Suregro". 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 "Suregro" was unable to fulfill its 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

"Suregro" will perform most services in accordance with this agreement at a location of "Suregro's" discretion. In addition, "Suregro" 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 SUREGRO

"Suregro" will be paid an upfront Non-Refundable amount of \_\_\_\_\_ ( \_\_\_\_\_ ) by the "Client" for preparation of all documents required for the loan process. This amount must be paid directly into "Suregro'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 "Suregro" and the "Client" indemnifies "Suregro" for such payment method. Should the documentation not be prepared by the said period, then the "Client" will be refunded in full. A further upfront amount of not more than 2.5% (two & a half percent) must be made to "Suregro" for the loan security should the "Client" not have the 10% (ten percent) to invest into the project. The amount payable is R \_\_\_\_\_ ( \_\_\_\_\_ Rands). Any part payment made by the "Client" to "Suregro" will be forfeited and this agreement will become null and void should the "Client" not honour the payment plan as stipulated in the special conditions in point number 10 of this agreement.

\_\_\_\_\_  
Client Initial

**6. INDEPENDENT CONTRACTOR**

Both the "Client" and "Suregro" agree that "Suregro" will act as an independent contractor in the performance of its duties under this agreement. Accordingly, "Suregro" shall be responsible for payment of all taxes arising out of "Suregro'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 their part.

**7. CONFIDENTIAL INFORMATION**

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

**8. EMPLOYMENT OF OTHERS**

The "Client" may from time to time request that "Suregro" arrange for the services of others or "Suregro" may have a need for such services. All costs to "Suregro" for those services will be paid by the "Client" but in no event shall "Suregro" 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 point 1-1.1 was purely for the preparation of the business plan and financial projection for the loan application process and not an upfront fee or admin fee for the loan itself and is therefore non-refundable unless such documentation was not prepared by Suregro. The "Client" further understands that the 2.5% (two & a half percent) paid upfront was for a security for the loan and will be refunded should the loan not be granted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. The "Client" acknowledges that he/she is the authorised mandate of the company/institution and has all legal power to sign this agreement.

**CLIENT**

**FOR SUREGRO**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME IN FULL

\_\_\_\_\_  
NAME IN FULL

\_\_\_\_\_  
IDENTITY NUMBER

\_\_\_\_\_  
IDENTITY NUMBER

**CLIENT WITNESS**

**SUREGRO WITNESS**

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SIGNATURE

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SIGNATURE

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NAME IN FULL

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