

FUNDING APPLICATION - TRADE FINANCE FACILITY

All applications must be sent to growth@fundingsolution.co.za

NB: ALL FIELDS ARE MANDATORY. IF NOT COMPLETED IN FULL AND ACCOMPANIED BY THE REQUIRED SUPPORTING DOCUMENTS, THE APPLICATION WILL BE REJECTED.

▶ SECTION A: PARTICULARS OF CLIENT

CONTACT INFORMATION OF CLIENT REPRESENTATIVE

Title: _____ Full names: _____
Phone: _____ Fax: _____
Email: _____
ID no.: _____
Residential address: _____
City: _____ Province: _____ Code: _____

BUSINESS INFORMATION

Company name: _____ Company type: _____
Company reg. no.: _____ VAT no.: _____
Income tax no.: _____

Primary business address: _____
City: _____ Province: _____ Code: _____

Does the Company have any pending litigation against it? Yes: No:

If yes, please provide more information: _____

Has the Company applied for Business Rescue in the last 6 months? Yes: No:

If yes, please provide more information: _____

Does the Company intend undergoing Business Rescue in the next 3 months? Yes: No:

If yes, please provide more information: _____

What are the Company's current loans and with whom? _____



DOCUMENTATION REQUIRED

Documents required for Client representative:

- Certified copy of ID
- Certified copy of proof of address (not older than 2 months)
- Resolution / Extract of minutes of board meeting authorising transaction and representative

Documents required for Client:

- Certified copy of CM1 / COR14.3
- Certified copy of latest CM29 / COR39
- CIPC disclosure certificate
- Certified copy of proof of address (not older than 2 months)
- Certified copy of extract of share register
- Certified Company BEE certificate
- Tax compliance status pin issued - Tax clearance
- Latest audited financial statements
- Year to date management accounts
- Last 6 months detailed debtor ledger
- Current debtors age analysis
- Last 6 months bank statements
- Supporting documentation in respect of transaction
- Supporting documentation in respect of security provided
- Any related correspondence and evidence of transaction





SECTION B: PERSONAL DETAILS OF SURETIES, DIRECTORS AND/OR SHAREHOLDERS

Each surety / director / shareholder to submit a separate form. If the surety / director / shareholder is a juristic person, all fields should be completed accordingly.

NB: ALL FIELDS ARE MANDATORY. IF NOT COMPLETED IN FULL, THE APPLICATION WILL BE REJECTED.

PERSONAL CONTACT INFORMATION

Title: _____ Full names: _____

Phone: _____ Fax: _____

Email: _____

Juristic person's name (if not an individual): _____

ID / Registration no.: _____

Physical address: _____

City: _____ Province: _____ Code: _____

Postal address: _____

City: _____ Province: _____ Code: _____

Are you under Debt Review / Business Rescue or have you applied for Debt Review

/ Business Rescue?

Yes:

No:

If yes, please provide more information: _____

If juristic person, please provide a copy of the resolution, authorising surety and authority to act on behalf of the above mentioned juristic person" (without which, the application will be rejected).



FINANCIAL INFORMATION:

| Asset description: | Amount (R) | Liability description: | Amount (R) |
|--------------------|------------|------------------------|------------|
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TOTAL

TOTAL

| Income description: | Amount (R) | Expense description: | Amount (R) |
|---------------------|------------|----------------------|------------|
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TOTAL

TOTAL

Total disposable income

DECLARATION:

The undersigned authorises IFS to proceed with credit record verification on the surety; I warrant that I am duly authorised to act as surety as provided herein. By signing below, I agree to IFS's Terms and Conditions on overleaf.

Date: _____ Signature: _____



SURETYSHIP TERMS AND CONDITIONS

I, the undersigned, hereby interpose and bind myself in favour of IFS (Pty) Limited or its nominee from time to time (hereinafter referred to as the "IFS") jointly and severally *in solidum* as surety(ies) for and co-principal with the party whose particulars appear in section A of the Application (hereinafter referred to as the "the Client"), its successors in title or assigns, for the due and proper fulfillment by the Client of all the Client's obligations arising from, or out of or in terms of the Funding Agreement made by the Client and accepted by IFS ("the agreement").

I agree and declare that:

1. It shall always be in the absolute discretion of IFS, without notice to me, to determine the extent, nature or duration of any indulgence to be afforded to the Client to delay the date of payment or vary the terms of payment of any amount owing by the Client to IFS, to agree with the Client in regard to interest to be charged on amount owing to IFS and to vary the rate of such interest to release the whole or any part of any security or to release any co-principal the Client or co-sureties and to compound and make arrangements with the Client.
2. This suretyship shall remain in force as a continuing covering security until such time as all the obligations of the Client to IFS in terms of the agreement (or any renewal, amendment, breach or cancellation thereof) have been duly and properly fulfilled.
3. I renounce the benefits of excussion, division and cession of actions, the full meaning and effect whereof I know and understand.
4. In the event of the Client becoming insolvent or, if the Client is a company, in the event of it being wound up either voluntarily or by the court and the trustee or the liquidator, as the case may be, terminating the agreement or any renewal thereof, this suretyship shall extend to and cover all loss which may be sustained by IFS by reason of the non-performance of the terms of the agreement and I shall be liable jointly and severally to IFS as surety and co-principal Client for the due payment in full of such loss.
5. In the event on the insolvency or liquidation of the Client, or any assignment or compromise in respect of the debts of the Client, no dividend or payments which IFS may receive from the Client or the Client's trustee or liquidator, shall prejudice IFS's right to recover from me to the full extent of this guarantee any sum which, after receipt of such payments or dividends, may remain owing by the Client, provided that this clause shall in no way be construed as obliging IFS to excuse the Client before proceeding against me and any action by IFS under this clause may be taken without reference to me and shall in no way effect, limit or prejudice my liability hereunder.
6. All admissions and acknowledgements of indebtedness by the Client shall be binding on me.
7. In the event that any surety hereunder is a company, such company hereby warrants to IFS that it has a material interest in securing the indebtedness covered hereby which is entered into for its direct or indirect benefit and the person signing this suretyship on behalf of the company shall be deemed, by virtue of such signature, to be a party to the foregoing warranty in his personal capacity jointly and severally with the company.

In the event that this suretyship is signed by more than one surety, each surety who signs it acknowledges and records that, notwithstanding the

8. fact that it so provides for signature by other sureties, a separate, distinct and independent contract of suretyship shall be brought into existence by each surety signing and accordingly, if for any reason any surety named herein shall fail to sign this suretyship for any reason whatsoever, or if this suretyship shall for any reason cease to be or is not binding on any one or more of the sureties, then the obligations of the others shall be and continue to be binding and remain of full force and effect in terms hereof on the remaining sureties.

IFS shall be entitled, at its entire discretion, to institute any legal proceedings which may arise out of or in connection with this suretyship in any

9. Magistrate's Court having jurisdiction in respect of the surety's person, notwithstanding the fact that the claim or the value of the matter in dispute might exceed the jurisdiction of such Magistrates Court in respect of the cause of action.



10. I shall be liable for all legal cost incurred by IFS in enforcing this suretyship against me on the scale as between attorney and client together with all tracing costs, collection commission and other expenses which may be incurred thereby.
11. I choose *domicilium citandi et executandi* for all purposes relating to this suretyship the particulars as are recorded in section C of the Application on overleaf.

Date: _____ Signature: _____

SECTION C: DEED OF CESSION BY CLIENT

A copy to be executed by the Client and a copy to be executed by a 25% shareholder.

DEED OF CESSION TERMS AND CONDITIONS

INTRODUCTION

- A. The Client is and/or will become indebted to Innovative Funding Solutions (Pty) Limited or its nominee from time to time (hereinafter referred to as the "IFS") arising out of or in terms of the Funding Agreement made by the Client and accepted by IFS ("the agreement").
- B. Furthermore, the Client has agreed to cede to IFS ownership and claims against all its book debts, trading stock and assets, to the value of the capital sum due and payable to IFS, as continued covering security for payment thereof.
- C. A specific list of assets is attached to this Cession.

WHEREAS IT IS AGREED AS FOLLOWS:

1. The Client hereby in general cede, assign and transfer unto and in favour of IFS all of the Client's right, title and interest in the shares in the Client, personal assets, book debts, trading stock and assets (together with all rights of action arising thereunder) present and future, due and to become due to the Client, from whatsoever cause arising and by whomsoever owing.
2. This Cession shall endure for so long as the Client is indebted to IFS from any cause arising whatsoever.
3. This Cession is in addition to and supplements any other securities or guarantees which may already have been granted or may in the future be granted by the Client or by any other person or persons in respect of the Client's indebtedness to IFS, and this Cession shall not derogate from the validity or operation of any such other securities or guarantees.
4. IFS shall further have the right through either its proper officers or duly appointed agents at all reasonable times to inspect all of the Client's financial records.
5. IFS shall be entitled, and is hereby specifically authorised and empowered by the Client, to make such entries and endorsements in the Client's records, accounts and books at any time to record this Cession, and at any time to take possession of the Client's records, accounts and books, and the Client further agree to produce such records, accounts and books to IFS or any court of law when called upon by IFS to do so.
6. Upon the Client obtaining any document or instrument of debt evidencing any claim in the Client's favour against any of the Client's debtors, or the Client receiving any negotiable instrument for any debt owing to the Client, the Client will forthwith deliver such document, instrument of debt or negotiable instrument, as the case may be, to IFS in such manner and form as to constitute IFS the possessor or holder thereof and IFS shall thereupon be vested as pledgee in terms of this Cession with all the right, title and interest therein and thereto provided that any failure or omission on the Client's part to comply with any of the provisions of this clause shall not affect any of IFS's rights under this Cession.



7. The Parties agree that if, after due demand, the Client failed to pay to IFS any amount lawfully owed by the Client to IFS, then IFS shall take ownership of the shares in the Client, personal assets, book debts, trading stock and assets, and the Client shall indemnify IFS against any and all debt of the Client which existed prior to the perfection of this Cession, and shall give notice of this fact and this Cession to all or any of the Client's debtors.
8. The Client shall be liable to and shall reimburse IFS for all costs, including attorney and own client costs, incurred by IFS in relation to this Cession, and does further hereby absolve and hold IFS blameless for any loss or damage sustained in or by reason of the materialising of this Cession and any debt so existing in favour of the Client's creditors.
9. The Parties agree and declare that a certificate purporting to be signed by any director or officer of IFS (whose appointment, qualification and authority shall not be necessary to prove) showing the amount of the Client's indebtedness (due and payable or otherwise) from time to time to IFS, any interest due or accrued and/or the proceeds of any sale, assignment, transfer, collection, recovery, realisation or disposal of the said debts shall be *prima facie* evidence of the correctness of the matter contained in such certificate for all purposes including for the purposes of obtaining provisional sentence, summary judgement or judgement against the Parties.
10. The Parties hereby consent to IFS taking any legal proceedings for the recovery of any monies owing by the Client in terms of the agreement or otherwise, in any court of any district having jurisdiction over the Client, notwithstanding that the amount claimed might exceed the jurisdiction of such court in respect of the cause or causes of action.
11. The Parties record that there are no conditions precedent suspending or barring the operation of this Cession and IFS shall not be required to first pursue legal recourse against the Client prior to execution against any member of the Client.
12. Without derogating from any provisions herein, the agreement or any right to recourse as may be available to IFS in law, in the event of the Client failing to strictly abide by the conditions as contained herein and the agreement, and without any further required notice to the Parties, IFS shall be entitled to approach any court of competent jurisdiction and apply for this Cession to be made an order of court, which cost of application shall be for the account of the Client.
13. The Parties choose *domicilium citandi et executandi* for all purposes relating to this suretyship the particulars as a rerecorded in section C of the Application on overleaf.

Date: _____ Signature: _____

