

EMERGENCY FUND/ADVANCE AGREEMENT

This Emergency Fund/Advance Agreement ("Agreement") is made and entered into as of (Date)

by and between:

VINTON FINANCIAL SERVICES

a Financial Services Provider with its principal place of business at 25 Rudd Road, Illovo, Sandton ("Provider")
and (Independent Contractor)

residing at (Address)

and

JORDAN HUMAN RESOURCES (PTY) LTD

The "Contracting House" whose principal place of business is Oaklane Office Park, Grippen Road, Bartlett, Boksburg

WHEREAS Provider offers emergency fund/advance services to individuals, and

WHEREAS Independent Contractor desires to obtain an emergency advance from Contracting House, and

WHEREAS the Contracting House shall be the facilitator between both parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions

- **Emergency Fund/Advance:** The advance provided by the Provider to the Independent Contractor, is capped at R10,000, to be repaid in full on the next scheduled Payment Run.
- **Transaction Fee:** The fees are structured in tiers based on the transaction amount:
 - For transactions up to R5,000.00 (or any part of it): A fee of R35.00 will be charged.
 - For transactions over R5,000.00 up to R10,000.00 (or any part of this additional amount): A fee of R70.00 will be charged. This R70.00 is in addition to the R35.00 for the first R5,000.00.
- **2. Advance**
- The Provider agrees to advance the amount/s to the Independent Contractor, not to exceed R10,000 per month.
- The specific amount of the fund/advance will be determined by the Independent Contractor at the time of the request.
- The request will be triggered and facilitated via email to "advancemenow@jordanhr.co.za".
- **3. Transaction Fee**
- The Independent Contractor agrees to pay the Provider a transaction Fees as per the above.

4. Repayment

- The full amount of the fund/advance/s, plus the transaction fee/s, must be deducted from the next invoice submitted by the Independent Contractor.
- Funds/Advance requests cannot be accommodated after the cutoff date. Refer to Annexure A for full details.

5. Transaction Dates:

- Advances can only be requested from 01st to 15th of each month.
- No Advances will be made in December.

6. Default

- If the full amount due is not deducted from the next submitted invoice, the Independent Contractor shall be in default of this agreement.
- In the case of default, the Independent Contractor agrees to pay a late fee of R100.00 per day until the full amount due is paid in full.
- The Provider reserves the right to take legal action to collect any outstanding amounts owed by the Independent Contractor.

7. Representations and Warranties

- The Independent Contractor represents and warrants that they are a Service Provider to the Contracting House and will be invoicing accordingly within the next payment run.
- The Independent Contractor represents and warrants that they have the authority to authorize the deduction of the advance amount and transaction fee from their invoice.

8. Entire Agreement

- This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

9. Governing Law

- This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

10. Severability

- If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

11. Notices

- All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, sent by certified or registered mail, postage prepaid, return receipt requested, or sent by reputable overnight courier service, addressed as follows:

If to Provider:

Vinton Financial Services, 25 Rudd Road, Illovo, Sandton

If to Independent Contractor:

Name _____, address _____

12. Waiver

- No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any subsequent breach or default.

13. Counterparts

- This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Vinton Financial Services

Independent Contractor

By: [Authorized Signature] _____ Signature: _____

Print Name: _____ Print Name: _____

www.jordanhr.co.za



B-BBEE LEVEL 1
PROUD CONTRIBUTOR

