



LOAN BROKER AGREEMENT

Borrower's Name

Represented By

Telephone Number

Email Address

Physical Address

Nature Of The Project

Loan Amount

THIS AGREEMENT made between _____ ("the Borrower") and Astute Business Consulting, a limited liability company incorporated under the laws of Ghana with its principal office situated at Tiwaah House, Third Avenue Street, Community 6, Tema, hereinafter known as "the Loan Broker" sets forth the terms of the transaction as follows:

ARTICLE 1 SCOPE OF WORK

- Section 1.01 The Loan Broker will assist the Borrower in obtaining financing for the above-referenced project.
- Section 1.02 The Loan Broker will assist in the preparation of all loan application(s) and all required exhibits which must be submitted to Lender(s).
- Section 1.03 The Loan Broker will assist and obtain any additional documents requested and required by the Lender(s) to process the loan file.
- Section 1.04 The Borrower agrees to furnish all current information to allow the Loan Broker to perform the Loan Broker's services on time. All submissions made to a lending institution will be based on the information supplied to the Loan Broker by the Borrower. Any analysis provided to the Borrower is likewise based on the information supplied to the Loan Broker by the Borrower. Where warranted, the Borrower agrees that the Borrower will authorize appropriate professional(s) to supply the information.
- Section 1.05 All reasonable and customary expenses and fees related to this transaction requested by the Loan Broker and by separate financial institutions (application fees, appraisals, credit reports) shall be incurred directly by the Borrower and paid in a timely fashion.
- Section 1.06 Financing is not guaranteed. The Borrower understands and agrees that this Agreement is not a guarantee and that the proposed financing may not be successfully completed. If acceptable financing cannot be obtained, the Broker's obligation shall be limited to advising the Borrower that the Broker is unable to procure the proposed financing.

ARTICLE 2 FEES

- Section 2.01 **Documentation Fee:** A non-refundable processing fee of GH¢100 is required for this loan application. The said fee covers the cost of the Loan Broker developing the initial Investment Pitch Deck on the Borrower's project, which will be submitted to the investors as the initial project assessment document. This is payable upon signing of this Agreement.
- Section 2.02 **Commitment Fee:** Payable to the Lender when the Offer Letter is ready. The amount payable will be detailed in the Terms Sheet to be provided by the Lender.
- Section 2.03 **Arrangement Fee:** Payable to the Lender and is deducted from the loan amount before disbursement

- Section 2.04 **Broker Success Fee:** 3% - 6% of the loan amount. Payable to the loan broker after the first tranche of disbursement. A post-dated cheque is issued to the Broker after the execution of the mandate letter and Non-Circumvention, Non-Disclosure Agreement.
- Section 2.05 The Arrangement Fee and Broker Success Fee will be paid to the Loan Broker if:
- (a) the Borrower closes on the transaction described above, and
 - (b) when and if the Borrower accepts funding from the the Loan Broker's Lender(s).

ARTICLE 3 FUNDING PROCEDURE

Section 3.01 Local Funding

- (a) Submission of Pitch Deck / Executive Summary of Project to the Broker to ascertain suitability of the project for funding.
- (b) If the project is deemed suitable for funding: Execution of a Mandate Letter/Non-Circumvention, Non-Disclosure Agreement between the Broker and the Borrower.
- (c) Submission of required application documents to the Broker for review.
- (d) The Broker prepares an Information Memorandum on behalf of the Borrower to the Lender.
- (e) The Broker submits the rest of the Borrower's documents to the Lender for further assessment and credit report.
- (f) If the Lender is a bank and the Borrower has no account with the Lender, then the Borrower ought to do so.
- (g) If security is a landed property, Search, and Valuation Report is to be done by the Borrower.
- (h) Issuance of offer letter by the Lender with some pre-disbursement conditions depending on the type of loan.
- (i) The Borrower reviews the offer and issues a letter to accept it or not [offer letter includes, loan amount, interest rate, fees, repayment period].
- (j) Payment of commitment fee by the Borrower to the Lender.
- (k) After meeting pre-disbursement conditions, lender issues loan agreement to the Borrower for review and execution by all parties involved.
- (l) Disbursement of funds to borrowers account for the loan application.
- (m) The Broker shall present the cheque issued by the Borrower for fee payment after two working days of receipt of the first tranche of the loan.
- (n) Monitoring to be done by Relationship Manager within the period to avoid diversification of funds and for successful repayment.
- (o) New/additional loan can be arranged after successful payments have been made in the course of the period.

Section 3.02 International Funding

- (a) Submission of Pitch Deck / Executive Summary of Project to the Broker to ascertain suitability of the project for funding.
- (b) If the project is deemed suitable for funding: Execution of Mandate Letter/Non-Circumvention, Non-Disclosure Agreement between Broker and the Borrower.
- (c) Submission of required application documents to the Broker for review.
- (d) Broker prepares Information Memorandum on behalf of the Borrower to the Lender.
- (e) The Broker submits the rest of the Borrower's documents to the Lender for further assessment and credit report.

- (f) Issuance of Term Sheet by the Lender based on documents provided above [This includes Lender, loan amount, interest rate, fees, repayment period, type of security .]
- (g) Lender confirms the type of security/guarantee from an acceptable institution [Bank Guarantee, LC, Insurance Guarantee .]
- (h) Further due diligence to be conducted on the Borrower, this depends on the type of loan.
- (i) Issuance of offer letter by the Lender with some pre-disbursement conditions depending on the type of loan.
- (j) The Borrower reviews offer and issues a letter either to accept the offer or not.
- (k) The Borrower meets pre-disbursement conditions.
- (l) Payment of commitment fee by the Borrower to the Lender or to be deducted at source.
- (m) After meeting pre-disbursement conditions, lender issues loan agreement to the Borrower for review and execution by all parties involved.
- (n) Issuance of guarantee to the Lender by the Borrower's guarantor.
- (o) Upon receipt of guarantee from the Borrower's guarantor, disbursement of funds is made to borrowers account for the loan application.
- (p) The Broker/consultant shall present the cheque issued by the Borrower for fee payment after two [02] working days of receipt of the first tranche of the loan.
- (q) Repayment to be made by the Borrower without default in the same currency at which loan was disbursed.
- (r) New/additional loan can be arranged after successful payments have been made in the course of the period.

ARTICLE 4 TERMS

- Section 4.01 By signing this Agreement, the Borrower authorizes the the Loan Broker to send Agreement as part of the loan package.
- Section 4.02 It further authorizes the Lender to deduct the total sum due directly from the proceeds of the loan and pay this sum directly to the Loan Broker at the time of closing.
- Section 4.03 Additional points and fees may be due directly to the Lender. The Borrower is aware and authorizes said fees and points to be paid directly to Lender out of loan proceeds.
- Section 4.04 The Borrower agrees that the Loan Broker is a non-exclusive originator to obtain the funds for this project. If for a period of twenty-four months from the date of this Agreement, the Borrower secures any direct financing from the Lender or affiliates introduced by the the Loan Broker or successors during the term of this Agreement, the the Loan Broker shall be paid the same compensation as outlined in this Agreement, as if the the Loan Broker fully processed the application.
- Section 4.05 This Agreement shall remain valid for a period of twenty-four months from the date of signing this Agreement. The terms of this Agreement may only be changed in writing and signed by both parties.

ARTICLE 5 DOCUMENTATION REQUIREMENTS

- Section 5.01 Local Funding
 - (a) Pitch deck
 - (b) Business plan
 - (c) The latest management account for the current year
 - (d) Audited accounts for the last three years or statement of affairs if the business is new
 - (e) Two years' bank statements

- (f) Proposed security for the loan
- (g) Application letter
- (h) Board resolution
- (i) Profile of directors and shareholders
- (j) Profile of management team
- (k) Business registration documents
- (l) Industry / regulatory licenses [if any]
- (m) Cash flow projections to match the tenor of the loan
- (n) Valuation report on the property to be used to secure the loan
- (o) Copies of title deeds of property [ies] that will be used as security
- (p) A search report from lands commission on the property
- (q) Execution of statutory declaration if the company does not own the property
- (r) Evidence of property rate paid
- (s) Evidence of ground rent paid [for leasehold properties]
- (t) Offtaker agreements [if any]
- (u) Supplier agreement [if any]
- (v) Profile of supplier(s)
- (w) Any other documents that may be needed by the lender

Section 5.02 International Funding

- (a) Pitch deck
- (b) Business plan
- (c) The latest management account for the current year
- (d) Audited accounts for the last three years or statement of affairs if the business is new
- (e) Two years' bank statements
- (f) Proposed security for the loan
- (g) Profile of directors and shareholders
- (h) Profile of the management team
- (i) Business registration documents
- (j) Industry / regulatory licenses (if any)
- (k) Cash flow projections to match the tenure of the loan
- (l) Proposed security for the loan
- (m) Offtaker agreements (if any)
- (n) Suppliers agreement (if any)
- (o) If the request is for project financing, please provide bills of quantities for the project
- (p) Profile of supplier(s)
- (q) Any other documents that may be needed by the lender

ARTICLE 6 CONFIDENTIALITY

Section 6.01 Astute shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer

information, business plans, or price points (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

ARTICLE 7 NONCOMPETITION

Section 7.01 During the term of this Agreement and for 24 months thereafter, Astute shall not engage, directly or indirectly, as an employee, officer, manager, partner, manager, consultant, agent, owner or in any other capacity, in any competition with the Client or any of its subsidiaries, including any company engaged in the same business as the Client.

ARTICLE 8 INDEMNIFICATION

Section 8.01 The Client agrees to indemnify, defend, and protect Astute from and against all lawsuits and costs of every kind pertaining to the Client's business including reasonable legal fees due to any act or failure to act by the Client based upon the Consulting Services.

ARTICLE 9 NO MODIFICATION UNLESS IN WRITING

Section 9.01 No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties. This Agreement may be modified or cancelled upon written notice.

In witness whereof, the parties hereto have executed this Agreement by their duly authorized representatives intending to be bound thereby.

Party	Astute Business Consulting	
Signed By		
Designation		
Signature		
Date		