

Creditor and/or its successors-in-title and assigns from whatsoever cause arising, whether such indebtedness be incurred by the Principal Debtor solely or jointly or in partnership with any other person or persons, company or companies.

1. It is agreed and declared that all admissions and acknowledgments of indebtedness by the Principal Debtor shall be binding on me; that the Creditor shall be at liberty, without affecting the rights of the Creditor hereunder, to release securities and to give time to or compound or make any other arrangements with the Principal Debtor or other person or persons, company or companies aforesaid without reference to or approval of me, and that in the event of liquidation, judicial management, insolvency or compromise, no such liquidation, judicial management, insolvency or compromise and no dividend(s) or payment(s) which the Creditor may receive from the Principal Debtor or any other person or persons, company or companies, or from me shall prejudice the rights of the Creditor to recover from me to the full extent of this Suretyship any such amount which after the receipt of such dividend(s) or payment(s) remain owing by the Principal Debtor.
2. In the event of any liquidation, judicial management or sequestration of the Principal Debtor, I bind myself not to file any claim against the Principal Debtor in competition with the Creditor. Further in the event of any composition or compromise by the Principal Debtor whether in terms of the Company Law or Insolvency Law, or under common Law, I also undertake not to file any claim against the Principal Debtor in competition with the Creditor.
3. And I renounce the benefit of the legal exceptions *ordinis seu excussionis et divisionis, de duobus vel pluribus reis debendi, non causa debiti* and revision of accounts, with the force and effect of which I acknowledge myself to be fully acquainted and I declare that this Suretyship is to be in addition and without prejudice to any other suretyship(s) and security(ies) now or hereafter to be held by the Creditor and that it shall remain in force as a continuing security notwithstanding any intermediate settlement of account and notwithstanding my death or legal disability.
4. And I hereby agree that notwithstanding any part payment by me or on my behalf, I have no right to any cession of action in respect of such part payment and shall not be entitled to take any action against the Principal Debtor or against any other surety for the Principal Debtor in respect thereof unless and

until the indebtedness of the Principal Debtor to the Creditor shall have been discharged in full.

- 5. For purposes of any action against me a certificate by the Auditors or Credit Manager (whose appointment and/or authority need not be proved), of the Creditor as to the amount owing at any time (including interest at the rate of interest) by the Principal Debtor and to the effect that the due date of payment of such amount has arrived, shall be sufficient and satisfactory proof of the facts therein stated until the contrary shall have been proved. I hereby consent to the jurisdiction of the Magistrate’s Court for all legal action instituted against me, event though the amount or cause of action exceeds the ordinary jurisdiction of the Magistrate’s Court. I undertake to pay legal costs on the scale as between attorney and client, as well as tracers costs and collection commissions should the Creditor decide to take legal action against me in terms hereof.

- 6. I choose my *domicilium citandi et executandi* for all purposes herein at the above address set out against my name and all notices required to be given to me in terms hereof, shall be considered duly given if posted to me to the said address

- 7. This suretyship by me shall remain in full force and effect for so long as the Principal Debtor is indebted to or under obligation or commitment to the Creditor and I shall not be entitled to withdraw or cancel this suretyship unless and until all indebtedness, commitments and obligations of the Principal Debtor to the Creditor shall have been fully discharged, and then only upon the expiry of fourteen days notice in writing given by me to the Creditor.

THUS **DONE** **AND** **SIGNED** **AT**
 _____ ON

THIS THE _____ DAY OF _____

AS WITNESSES:

1 _____

PLEASE PRINT NAME

IDENTITY NUMBER

<p>2 _____</p> <p>_____</p> <p>PLEASE PRINT NAME</p> <p>_____</p> <p>IDENTITY NUMBER</p>	<p>_____</p> <p>THE SURETY</p> <p>_____</p> <p>PLEASE PRINT NAME</p> <p>_____</p> <p>IDENTITY NUMBER</p>
--	--

THUS DONE AND SIGNED AT
_____ ON THIS

THE _____ DAY OF _____

AS WITNESSES:

<p>1 _____</p> <p>_____</p> <p>PLEASE PRINT NAME</p> <p>_____</p> <p>IDENTITY NUMBER</p>	
<p>2 _____</p> <p>_____</p> <p>PLEASE PRINT NAME</p> <p>_____</p> <p>IDENTITY NUMBER</p>	<p>_____</p> <p>THE CREDITOR</p> <p>_____</p> <p>PLEASE PRINT NAME</p>
