

Schedule A – Surety Agreement

To be completed and signed by a natural person who is the director, shareholder, member, trustee, or other person with a beneficial interest in the Client, where the Client is a company, close corporation, or trust, or is otherwise unable to fulfil its payment obligations to the Firm under this Agreement.

I, the undersigned,

[Name & Surname] _____ ,

[Identity Number] _____ ,

in my personal capacity and/or my capacity as _____ of

[Entity/Client's Name] _____ ,

[Reg / ID Number] _____ ,

bind myself jointly and severally as surety for, and co-principal debtor *in solidum* with, the Client named in this Agreement ("*the Debtor*"), in favour of Wentzel Wagener Inc. ("*the Creditor*"), for the due payment of all amounts owing, and the due performance of all obligations, by the Debtor to the Creditor arising from or in connection with this Agreement, which the Debtor may now or at any time hereafter be or become bound to perform in favour of the Creditor.

I agree that:

1. This suretyship is a continuing covering security and continuing liability on my part for whatever amount(s) and other obligation(s) the Debtor may from time to time owe or become bound to perform in favour of the Creditor, notwithstanding any intermediate discharge, settlement, or fluctuation in the account, and notwithstanding the death, insolvency (including sequestration, surrender, winding-up, or business rescue/judicial management), or other legal disability of the Debtor or of any co-surety, until the Creditor agrees in writing to cancel it. The Creditor shall be obliged to agree to such cancellation, on my written request, only if there is at that time no actual or contingent indebtedness of the Debtor to the Creditor, or any obligation whatsoever owing by the Debtor to the Creditor, and no contract in force between them; and, if there is more than one surety, such request may only be made jointly by all sureties then bound.
2. This suretyship binds each of us in solidum, whether or not any other person referred to as surety has signed it or become bound by it, and remains binding on the other(s) of us notwithstanding the death, insolvency, or other legal disability of any one or more of us, or that it may for any reason have ceased to bind one or more of us.
3. My liability is not limited to the capital amount of the Debtor's indebtedness, but extends to interest, costs, commissions, stamp duties, and other charges forming part of that indebtedness.
4. It shall at all times be within the Creditor's discretion to determine the extent, nature, duration, and terms of any facility or indulgence allowed to the Debtor, and all admissions or acknowledgments of indebtedness by the Debtor shall bind me.

5. A certificate signed by a director of the Creditor as to the existence and amount of the Debtor's indebtedness and as to the fact that it is due and payable, and / or a Statement of Account evincing such amount as due and payable, shall be sufficient proof, for purposes of provisional sentence or summary judgment against me or any one or more of us in any competent court, of the indebtedness and of any such amounts not paid, absent manifest error.
6. No indulgence, extension of time, delay or omission in demanding or enforcing payment, compromise, or partial or whole release from liability granted to the Debtor or to any co-surety, and no realisation, release, or abandonment of any security for the indebtedness, discharges me from liability under this suretyship *in solidum*.
7. In the event of the death, insolvency, business rescue, winding-up, judicial management, assignment, compromise, composition, scheme, arrangement, or other legal disability of the Debtor or of any co-surety, the Creditor may prove its claim against the relevant estate or in the relevant proceedings to the full extent of the claim, without this affecting the Creditor's right to recover from me any amount for which the claim is proved, and any dividend or payment the Creditor actually receives from that estate or those proceedings shall, at the Creditor's election, either be applied against the Debtor's indebtedness (without releasing me from liability for the balance) or be held by the Creditor as cash security for my liability, without any obligation on the Creditor to pay interest on it, provided that after the Creditor will have recovered from all sources the full amount of the indebtedness, any surplus of such cash security then held by it shall be paid over by the Creditor to me and the other sureties in equal shares.
8. All costs or any incidental costs to the proof of the Creditor's claim against such estate or in such winding-up, judicial management, assignment, compromises, composition, scheme, arrangement, as well as all costs and expenses of maintaining, conserving and/or realising any security which the Creditor may hold for its claim and all sums, including any contribution, payable by the Creditor in consequence of the proof of its claim, shall be recoverable by the Creditor from me or the other sureties jointly and severally, as the case may be.
8. I renounce the benefits of the legal exceptions of *excussion*, *division*, *cession of action*, *non-cause debiti*, *no value received*, *revision of accounts*, and *de duobus vel pluribus reis debendi*, with the full meaning and effects whereof I declare and confirm that I am acquainted with the meaning and effect of renouncing each of them.
9. In terms of section 45 of the Magistrates' Courts Act 34 of 1944, I consent to the jurisdiction of the Magistrate's Court having jurisdiction under section 28 of that Act in respect of any action the Creditor may institute against me or any of us, without prejudice to the Creditor's right to elect to proceed in any other court having jurisdiction instead.
10. I choose as my address for service of legal process (*domicilium citandi et executandi*), either:

[Street Address]

[Email Address]

Initial

11. If I sign on behalf of a company or other juristic person, I warrant that I am duly authorised to do so, and that I bind myself jointly and severally with that entity in terms of this suretyship.

Signed at _____ on this the _____ day of 20____ .

Surety

Name & ID

Witness 1

Name & ID

Witness 2

Name & ID