



WENTZEL WAGENER INC.

Attorneys

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STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

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Honneur et Fidélité

WENTZEL WAGENER INC.

Reg No: 2026/566865/21 | Prac No: 75827

Director: Udo Wentzel Wagener (LLB)

1. This Agreement

This agreement (*“the Agreement”*) consists of this document, the accompanying Client Information Sheet, and any engagement letter or scope confirmation issued for a specific matter, together with Schedules A, B and C annexed hereto. Together they record the basis on which Wentzel Wagener Inc. (*“the Firm”*, *“we”*, *“us”* or *“our”*) will provide legal services to you (*“you”* or *“your”*, as defined further under *“Who Is Our Client”* below).

This Agreement applies to every matter or instruction you instruct us on now or in the future, albeit a new matter or stemming from an existing matter, unless we agree in writing to a new or amended engagement that expressly supersedes it. We recommend that you keep a copy for your records.

2. Executive Agreement Summary

For your convenience, we may provide you with a short-form summary of this Agreement (*“the Executive Agreement”*), setting out its principal terms in plain language. The Executive Agreement is provided for ease of reference only. It does not amend, limit, add to, or replace any provision of this Agreement, and forms part of this Agreement only to the extent that it is consistent with it. If there is any conflict, ambiguity, or dispute as to the meaning or effect of any contractual term between the Executive Agreement and this Agreement (including its Schedules), the terms of this Agreement prevail in all respects.

Where you sign the Executive Agreement, or a signature page annexed to or issued with it, that signature constitutes your signature to, and unqualified acceptance of this Agreement in its entirety, including all Schedules, and you will be deemed to have read, understood, and agreed to this Agreement in full, whether or not you have in fact read it.

3. The Firm

Wentzel Wagener Inc. is a personal liability company practising as an incorporated law firm in terms of the Legal Practice Act and the company laws of South Africa, with registration number 2026/566865/21, practising as such with its ordinary place of business at 3rd Floor, Waalburg Building, 28 Walestreet, Cape Town.

The firm is a sole-practitioner practice, with Udo Wentzel Wagener ("*Mr Wagener*") being the sole director and attorney with overall responsibility for the conduct of all matters. Where the Firm employs a candidate attorney, associate attorney, paralegal, other support staff or other third party from time to time, this will be disclosed to you.

4. Who Will Provide the Legal Services

In most matters you will have one principal attorney and sole point of contact. Where it is efficient or necessary, aspects of your work may be delegated to a candidate attorney, associates or non-professional staff member of the Firm, always under the principal attorney's supervision, or to appropriately qualified external professionals such as correspondent attorneys, advocates, consultants, tracing agents, the sheriff, *runners*, or others as needed. You remain liable for the fees of any such external professional whom we are instructed to engage on your behalf.

5. Our Services to You & Your Responsibility

Your instructions are recorded in the Client Information Sheet and in our attendances and/or consultation notes. Unless we expressly agree in writing to expand the scope of our mandate, we act for you only on the specific matter for which we are instructed, and you should not rely on us for advice on matters outside that scope.

If at any stage you are unsure what our mandate does or does not cover, please raise this with us. We would rather clarify the scope than have a misunderstanding later. Any additional advice you require must be instructed specifically and will be billed separately.

We will apply our professional skill, care, and judgment to pursue your objectives, but we cannot and do not guarantee any outcome. Our assessment of a matter is necessarily based on the facts known to us and the law as it stands at the time and may change as new facts or legal developments emerge.

Prior to the commencement of any consultation, it is your responsibility to make available all relevant documentation and information to the Firm and its attorney. Failure may result in unnecessary and avoidable additional costs.

Your instructions to us must be full, complete, honest, and given in sufficient time for us to act effectively. Unless you instruct us otherwise in writing, by appointing us you authorise us to take the steps we reasonably consider necessary to protect your interests and to incur reasonable expenses on your behalf in doing so.

You accept and understand that the Firm sells the time of its qualified professionals, and all time spent on your matter(s) and / or instructions will be charged at the applicable rate and will be accounted for, albeit during or outside normal work hours, by way of email, telephone, WhatsApp, consultation notes or any other medium of communication, as elaborated herewith below in Schedule B.

You accept and understand that an instruction to draft a letter, correspondence, court pleading, application or any other formal document, could take a minimum of 7 working days, from the date on which you delivered the last outstanding information / documentation / instruction. In the event of not receiving feedback timeously on these drafts, it is your responsibility to follow up with the Firm. In the event of a matter requiring urgent or earlier attendance, this must be explicitly communicated and could carry additional costs due to urgency or expedited priority.

The Firm and / or the attorney undertakes to respond to all emails and / or telephonic correspondences within 48 hours (excluding Saturdays, Sundays, public holidays, or days the Firm is formally closed, or the relevant attorney is formally on leave). Failing to receive a timeous response within 48 hours, you undertake to follow up with the Firm / relevant attorney.

No instruction will be accepted by verbal conversation, SMS or WhatsApp, and any conversations relating to instructions via these mediums must be confirmed by you in email. Where the circumstances, nature or urgency of the instruction warrants work to commence prior to confirmation via email, you must confirm the instruction via email as soon as reasonably possible.

The relevant attorney undertakes to always, as far as reasonable, be available to clients. Accordingly, if you can't reach us at the office, to immediately phone the attorney, and if unanswered, to leave a detailed message on the cell number (WhatsApp or SMS).

6. Governing Law of Our Advice

Our advice is given on the basis of the law of the Republic of South Africa as it stands when you instruct us. Where we advise on or draft documents governed by the law of another jurisdiction, we do so without expressing a view on the specific implications of that jurisdiction's law, unless we have expressly agreed to obtain or provide such advice (for example, through a correspondent firm).

7. Who is Our Client

Our client is the person or entity identified as such in the Client Information Sheet and / or as identified herein this Agreement, regardless of who you may designate as responsible for payment of our fees. Where we act for an entity, "you" refers to that entity and not the individual who instructs or communicates with us on its behalf, unless the Client Information Sheet says otherwise. Where our client is a juristic person / entity, we may require you to conclude a suretyship in our favour, whereby you or another surety is bound, along with the juristic person, as co-principal debtors towards us, for the due and proper performance by the juristic person, of its obligations towards us.

Unless we agree otherwise in writing, our mandate does not extend to your affiliates, even where their interests overlap with yours. *For example, if you are a company, our representation does not extend to your holding or subsidiary companies, sister companies, joint ventures or joint-venture partners, or to any of your (or their) employees, officers, directors, or shareholders; if you are a partnership, it does not extend to the individual partners; if you are a joint venture, it does not extend to the other participants; if you are a trade association, it excludes the association's members. If you are a trust, our client is the trust acting through its trustee(s); the beneficiaries are not our clients.* As our advice is tailored to the specific facts and law at the time, anyone who wants the benefit of our advice must enter their own engagement with us.

If you share confidential information belonging to a third party with us, we will treat it with the same confidentiality we owe you, but we owe no duty in respect of it to that third party.

Except where we agree otherwise, our advice and work product are for your use only and may not be relied upon, shared or disseminated with anyone else without written consent.

8. Conflict of Interest

Because we act for a range of clients, another client's interests may be averse or adverse to yours in an unrelated matter. By engaging us, you agree that we may continue to act, or may in future act, for other clients in matters not substantially related to yours, even if their interests in those matters conflict with yours.

This consent does not apply where, through acting for you, we have obtained confidential or proprietary information which could be used to your material disadvantage in that other matter. We run conflict checks before accepting new instructions and will tell you if a conflict prevents us from acting.

9. Termination of Our Mandate

9.1 By You

You may end our mandate at any time, with or without cause, on written notice. We will stop work as soon as we reasonably and ethically can, which in litigation may require the court's leave to withdraw. Ending the mandate does not affect your liability for fees and disbursements incurred up to that point, or reasonably incurred afterwards in transitioning the matter, including transferring the file to you or a new adviser/attorney, and you agree to settle these on request.

9.2 By Us

We may withdraw from a mandate where, for example, you fail to meet our payment terms; you fail to give us proper instructions; the relationship of trust between us breaks down; continuing would create a conflict with an existing client; or continuing would raise a genuine question of professional ethics. We will give you a reasonable notice where circumstances allow, and will take reasonable steps, consistent with our ethical obligations, to avoid foreseeable prejudice to you.

9.3 Automatic Lapse

Our mandate on a matter ends when we have completed the specific service you instructed, and in any event where more than six months have passed without any instruction requiring our action, unless we have clearly agreed otherwise. If we later perform a discrete administrative task for you after a matter has closed (such as passing on a notice under a contract with continuing effect), or mandate for that task lasts only for as long as the task takes and does not revive the broader representation, unless you instruct us afresh in writing. Once terminated or concluded, the Firm has no obligation to advise or perform on any such task and or request, and any such advice or performance arising from or regarding the specific matter will be billed separately.

9.4. Pre- and Post-termination Costs

You remain responsible for the work performed by the Firm prior to termination, regardless of how termination occurred.

We remain entitled to recover fees and costs, calculated at our then-current rates, for time reasonably spent after termination and costs incurred, for example, responding to a subpoena or record/document request, defending privilege over your communications (in which case we will, where practicable, tell you and give you the opportunity to waive privilege), or responding to a claim arising from your conduct.

9.5. Our Right to Continue Acting for Others

Regardless of whether you or we terminate our mandate, you agree that: (a) we remain entitled to be paid for the work we performed before termination; (b) our prior representation of you does not preclude us from undertaking or continuing to act for any other party, including in a matter in which that party's interests are adverse to yours; and (c) you will not argue, and will not rely on our prior representation of you, to contend that we should be disqualified from acting for another party as a result of that prior representation.

10. Continuity of Our Practice

As a sole practitioner, we maintain a written succession arrangement with another admitted attorney (our "*locum*") who is authorised to attend to urgent matters, safeguard client files and

trust funds, and assist with an orderly handover, in the event that Mr Wagener becomes incapacitated, deceased, or otherwise unable to practice. Details of this arrangement, including the *locum's* contact information, are available to you on request and are lodged with the Legal Practice Council as required.

11. How We Set Our Fees

Unless we agree on another basis in writing, such as fixed fee, capped fee, or fee based on the value or nature of the matter, we charge for professional time spent on your matter at the hourly rates set out in Schedule B (Our Fees) annexed to this Agreement. Schedule B is our own attorney and own client fee schedule, and it is distinct from Schedule C, which reproduces the tariffs prescribed by the Rules Board for Courts of Law and governs only what may be recovered from an opposing party on taxation (see clause 21 below). Our rates in Schedule B may be reviewed from time to time, typically annually, and any adjustment will apply to work done after the effective date of change. We will give you reasonable notice of any adjustment. Notices will be provided upon request, alternatively will be posted on our website and social media accounts.

On request, and in accordance with the Legal Practice Act and its Rules, where reasonably possible we will give you, in writing, an estimate of the likely costs and the basis on which fees and disbursements will be charged before starting work and will inform you if that estimate is likely to be exceeded. An estimate is not a fixed quotation unless we specify so expressly in writing. Actual costs, particularly in litigation or where third parties or the court control the pace and scope of work, frequently differ from the estimate. If costs are approaching or have exceeded a previous estimate, we will inform you and discuss how you wish to proceed. We are not obligated to continue work where an estimate is exceeded and a revised estimate cannot be agreed. Payment of our fees is never contingent on the outcome of your matter.

Where your auditors write to us, at your request, seeking a response on loss contingencies, work in progress, or similar matters relating to your affairs, we will charge a fee for that response, calculated according to its complexity, at our rates in Schedule B.

12. Disbursements and Other Charges

Disbursements are amounts we pay, or become liable for, to third parties on your behalf, for example and without unduly limiting the scope, counsel's fees, correspondent attorneys' fees, sheriff's fees, expert and consultants' fees, reasonable and/or necessary travel, courier and registered-mail costs, international calls, filing fees, stamp duty, search fees, messengers, runners, any fees or charges as identified in Schedules B & C, international phone calls, etc. We may ask for these to be paid in advance, bill them together with our fees, or arrange for the third party to bill you directly, particularly for larger amounts.

Ancillary charges for support services we provide ourselves (printing, scanning, file-opening, and similar) are billed at the fixed rates set out in Schedule B and are separately itemised on your invoice, together with VAT where applicable. We do not add a mark-up beyond the rates disclosed in Schedule B.

Where we engage a third party on your behalf, we do so as your agent. We exercise reasonable care in selecting them, but are not liable for their acts or omissions, and you remain responsible for their invoices. Timely payment of third-party invoices is often essential to our ability to deliver services to you, and you agree that we may treat any unreasonable delay by you in paying such invoice as a material breach of your obligation to cooperate with us, entitling us to pause further work pending payment.

13. Billing Arrangements and Payment Terms

We may ask for a payment on account into our trust account at any stage, based on the anticipated cost of work in the foreseeable future. This is not a cap, minimum, or final estimate of total costs. While we held in trust, the funds remain yours; as we render services or incur disbursements, we transfer the corresponding amount from trust to our business account against a matching invoice.

We invoice regularly, normally monthly, bi-monthly, or weekly on active matters, or fees and disbursements, sent to you by email. Payment is due within the period set out in Schedule B, unless we agree a different period with you in writing. If you dispute any part of the invoice, please raise it with us specifically and promptly, before the payment date; you agree to pay

the undisputed portion on time and, once the dispute is resolved, any balance found to be due within 10 days.

Interest at the rate set out in Schedule B accrues on amounts unpaid after the due date. If an account remains unpaid for 30 days, we may pause further work pending payment; if it remains unpaid for 60 days without a satisfactory payment arrangement, we may withdraw from the matter and pursue recovery, and you will be responsible for the reasonable costs of doing so at an attorney-own-client (High Court), or attorney-client (Magistrate's Court) scale.

If we pursue recovery as aforementioned, a certificate signed by a director of the Firm, and/or a Statement of Account evincing the amount due and payable shall be sufficient proof, for the purposes of provisional sentence or summary judgment against you, in any competent court, for the amounts due and owing, and which has not been paid.

Where we recover money on your behalf through litigation, arbitration, or settlement, we are entitled, to the extent permitted by law, to a lien over those funds for any amount you owe us.

14. Payment of Bills

Where we act for more than one person or entity in a matter, each is jointly and severally liable for our fees and disbursements, meaning we may recover the full amount from any one of you. We will send a single invoice to the billing address recorded in the Client Information Sheet, unless agreed otherwise. All invoices are rendered in South African Rand.

We do not accept work on a pro bono basis, unless instructed to do so by the Legal Practice Council, in writing. We do not work on a contingency-fee basis (i.e., on the basis that we are paid only if you achieve success in a litigation matter), unless specifically agreed in writing, in accordance with the Contingency Fees Act.

15. Value Added Tax

All fee quotations and estimates are exclusive of VAT unless stated otherwise. Disbursements we pay on your behalf are, where applicable, also subject to VAT. Please ensure that any information you give us about your VAT status is accurate; you indemnify us for interest, penalties, or costs arising from incorrect information you have provided in this regard.

16. Independent Third-Party Service Providers

Where we recommend a third-party professional, an advocate, expert, correspondent attorney, or similar, we do so in good faith, but we give no warranty as to their standing, competence, or the quality of their work, and we are not liable for their services. Your contract for those services is with them, not with us, and you are responsible for their fees.

17. Data Protection and Privacy

We process your personal information in accordance with the Protection of Personal Information Act 4 of 2013 (“*POPIA*”). We collect and use your personal information to provide legal services to you, to meet our regulatory obligations (including under FICA, herewith below), and for the administration of our practice. We take reasonable steps to keep it secure and do not share it with third parties except where necessary to render our services, where required by law, or with your consent.

You have the rights afforded to a data subject under POPIA, including to request access to, or correction of, the personal information we hold about you. Queries or requests relating to your personal information can be directed to Mr Wagener, at popia@wwlaw.co.za.

18. Client and Firm Documents

We keep your documents in a file for the matter. At the conclusion of a matter, please tell us promptly which documents, if any, you would like returned to you; we will do so once any outstanding fees and disbursements have been settled, subject to any lien we may hold for outstanding fees and costs. We may retain a copy of your file, at your cost, where we hand over or transfer the original.

We retain our own documents and files, including our drafts, notes, internal memoranda, administrative records, time and expense reports, billing and financial information, accounting records, conflict checks, and legal and factual research prepared for our own internal use. Unless a longer period is required by law or agreed with you in writing, and in pursuit for a reduction or minimization of unnecessary storage charges, we may destroy or dispose client files seven years after a matter/instruction concludes.

19. Electronic Communication and Cybersecurity

We may communicate with you by email and other electronic means. While we take reasonable security precautions, no electronic communication can be guaranteed completely secure or error-free, and email in particular is a known target for fraud, including fraudulent requests purporting to come from us, to change banking details. We will never change our trust account banking details by email alone. Please verify our bank account details telephonically, using a number you have obtained independently and not from the email in question, before making any payment to us, and treat any unexpected instruction to pay a new account with suspicion and confirm directly with us.

20. Marketing and Disclosure of Clients

We may, from time to time, albeit not without notifying you, refer to you as a client or your matter in marketing materials, social media or on our website. We will never disclose sensitive information or connect you to such if we do. We will take every precaution not to harm your name or reputation, or to disclose your secrets. If you would prefer that we do not do this, please let us know in writing and we will note this on your file.

21. Legal Professional Privilege

Where we consider it necessary or appropriate to consult an external adviser (such as counsel or qualified professional colleagues) during your matter, you consent to this, and such consultation does not diminish the legal professional privilege attaching to our communications with that adviser.

22. Costs in Litigation and Other Proceedings

In litigation, arbitration, or mediation, you remain liable for our fees and disbursements regardless of any costs order made in your favour. Even where you succeed and a costs order is granted, the amount recoverable from your opponent, assessed on the applicable tariff, will typically be less than what you pay us, and your opponent may in any event be unable to pay. If you are unsuccessful, you may also be ordered to pay your opponent's costs,

in addition to our own fees and disbursements. In arbitration or mediation, you may also be liable for some or all the arbitrator's, mediator's, or venue's fees.

Schedule C annexed to this Agreement reproduces the key items of the tariffs currently prescribed by the Rules Board for Courts of Law as published in the Government Gazette from time to time, which govern the maximum amount a taxing master may allow when assessing party-party costs. These prescribed tariffs are set by the Rules Board, not by the Firm, and are periodically amended, and are materially lower than, and entirely separate from the fees we charge under Schedule B. A successful litigant should not expect to recover the whole of our fees from an opponent on taxation.

23. Client Money and Interest

Money which we hold on your behalf is kept in our trust account with a South African bank, in accordance with the Legal Practice Act, and is held on instant-access terms unless you instruct us otherwise. Ordinarily, interest on trust funds is paid to the Legal Practice Fund as required by law, and you will not receive it. Where we hold funds on your behalf for a significant period, for example, in a conveyancing matter, you may instruct us in writing to invest the funds in a separate interest-bearing account under section 86(4) of the Legal Practice Act, in which case the interest earned (at the rate applicable at the time, which fluctuates) will be paid to you, less any tax required to be withheld, and / or other statutory requirements. We do not offer investment advice or manage investments; any such account exists solely to earn a nominal return on funds already held in trust, not as an investment service.

We are not liable for any loss arising from the act, omission, insolvency, or default of a bank or payment system through which trust funds are held or transferred, except to the extent caused by our own negligence or wilful default. It remains your responsibility to declare any interest received for tax purposes.

24. Confidentiality

We keep your information confidential, subject to limited exceptions, where disclosure is necessary to advance your interests, where required by law (for example, reporting obligations to SARS, the South African Reserve bank, or under FICA), or where we need to share

information with our professional indemnity insurer or auditor on a confidential basis, to meet our own regulatory and quality obligations.

We may send you occasional updates on legal developments or our services by email. By engaging us, you consent to these, and you may withdraw that consent at any time by emailing paia@wwlaw.co.za.

25. FICA and Anti-Money Laundering

As an accountable institution under the Financial Intelligence Centre Act 38 of 2001, we are required to verify your identity and address before, or as part of, taking instructions, and to monitor transactions we conduct on your behalf. We will ask you for a certified copy of your identity document and proof of residential address (not older than three months); we may decline to act, or to execute instructions, until this is provided. We charge a fixed fee, set out in Schedule B, for the arduous work involved in meeting these requirements, per person or entity verified.

26. Professional Indemnity Insurance and Complaints

We hold professional indemnity insurance cover in accordance with the requirements of the Legal Practice Act.

If you are unhappy with any aspect of our service or a bill we have rendered, please raise it first with Mr Wagener at udo@wwlaw.co.za. We take complaints seriously and will investigate and respond promptly. If you remain dissatisfied, you may lodge a complaint with the Legal Practice Council, at their relevant provincial office, or via www.lpc.org.za.

27. Limitation of Liability

Wentzel Wagener Inc. is legally responsible for work carried out on its behalf by its director, employees, and consultants. No individual employee or consultant of the Firm contracts with you personally or bears personal legal liability to you, whether in contract, delict, or otherwise,

for work performed on behalf of the Firm. All communications sent in the course of our work are sent on the Firm's behalf, even where signed by an individual.

The Firm's aggregate liability to our clients, whether in contract, delict, under statute or otherwise, for any claim, loss, or damage arising from an act or omission in performing our services, in respect of each year on which we are instructed, is limited to R 1 500 000,00, or such other amount as is disclosed to you in writing before we accept your instructions.

We are not liable for loss of profit or goodwill, loss of opportunity, or any indirect or consequential loss arising from an act or omission on our part. Nothing in this clause limits or excludes liability for death or personal injury caused by our negligence, for fraud, or for any other liability which cannot lawfully be limited or excluded.

This clause survives termination of our mandate, for whatever reason.

28. Appointment as- and of Correspondent Attorney

28.1. Appointment as Correspondent Attorney

In the event of the Firm being appointed as a correspondent attorney, this Agreement shall apply, unless and in so far as otherwise agreed in writing.

28.2. Appointment of a Correspondent Attorney

Should a matter or instruction take place outside of the permitted jurisdiction, as per the Rules Board and legislation as promulgated from time to time, or where reasonable to reduce costs, the Firm may / must appoint a correspondent attorney, whichever may be applicable, and you remain liable and responsible for their costs.

29. General

29.1. Severability

If any provision of this Agreement is found unenforceable under the law of the governing jurisdiction, the remaining provisions continue in force.

29.2. Force Majeure

We are not liable for any failure or delay in performing our services caused by circumstances beyond our reasonable control. We will notify you as soon as reasonably practicable if such circumstances affect your matter.

29.3. Entire Agreement and Amendment

This Agreement, together with the Client Information Sheet and Schedules A, B and C, records the entire agreement between us and supersedes any prior discussion or understanding. It may only be amended by a written document signed by both of us, save that the Schedules may be updated by the Firm and/or the legislature from time to time on reasonable written notice, as described in clause 10.

29.4. Governing Law and Jurisdiction

This Agreement, and any dispute arising out of or in connection with it (including non-contractual disputes), is governed by the law of the Republic of South Africa. The parties consent to the non-exclusive jurisdiction of the South African courts.

Acknowledgement & Signature

I confirm that this Agreement, including Schedules A, B and C, has been explained to me and that I accept its terms on behalf of myself and/or the entity named below at the rates and fees herein, unless otherwise agreed to in writing:

Client Name & ID: _____

Capacity (if signing for an entity): _____

Initial

Signature: _____

Date: _____

Witness 1:

- Name & ID: _____
- Signature: _____
- Date: _____

Witness 2:

- Name & ID: _____
- Signature: _____
- Date: _____

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.

Initial

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]

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

Initial