

## DEED OF SURETYSHIP

I/We the undersigned,

1. \_\_\_\_\_ ID NO \_\_\_\_\_  
(Full names)

2. \_\_\_\_\_ ID NO \_\_\_\_\_  
(Full names)

3. \_\_\_\_\_ ID NO \_\_\_\_\_  
(Full names)

do hereby interpose and bind myself/ourselves unto on behalf of Yebo Sales Wild Coast cc and its assigns (hereinafter referred to as "the Supplier/s") as surety/sureties jointly and severally in solidum and co-principal Debtor for due payment by

REG NO \_\_\_\_\_

(hereinafter referred to as "the Debtor") to the Supplier/s of all such sum or sums of money including interest, which may at any time be or become owing by or claimable from the Debtor to or by the Supplier/s from any cause of debt whatsoever.

I/We renounce benefits of excussion and division, the meaning and effect whereof I/we declare myself/ourselves to be fully acquainted with.

I/We agree and declare that it shall be in the absolute discretion of the Supplier/s without notice to me/us to novate the Debtors' obligation to it, to grant time or other indulgences to the Debtor, to release the whole or any portion of any security or to release any co-principal debtor or co-surety to compound or make any arrangements with the Debtor. All admissions and acknowledgement of indebtedness by the Debtor shall be binding on me/us.

In the event of insolvency, liquidation, assignment or compromise on dividends or payments which the Supplier/s may receive from the Debtor shall prejudice its rights to recover from me/us to the full extent of this guarantee any sum which, after receipt of such payments or dividends, may remain owing by the said Debtor, provided this clause shall in no way oblige the Supplier/s to excuss the principal Debtor before proceeding against me/us and any action by the Supplier/s under this clause may be taken without reference to me/us and such action shall in no way effect, limit or prejudice me/our liability hereunder.

The surety shall be responsible for all charges and expenses of whatsoever nature incurred by the creditor in securing the implementation of the obligations of the surety hereunder, or of the rights of the creditor in terms hereof, including, without limitation by virtues of the a foregoing, all legal costs, including attorney and client costs, collection commissions and tracing agent fees.

In terms of section 45 of the Magistrate's Court Act 32 of 1944, the surety hereby consents to the jurisdiction of the Magistrate's Court otherwise having jurisdiction in respect of any action to be instituted against the surety by the Supplier/s in terms hereof.

I/We hereby choose my/our *domicilium citandi et executandi* at

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

THUS DONE and SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

### AS WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
FULL NAMES (PLEASE PRINT)  
\_\_\_\_\_  
\_\_\_\_\_  
FULL NAMES (PLEASE PRINT)  
\_\_\_\_\_  
\_\_\_\_\_  
FULL NAMES (PLEASE PRINT)

### AS SURETIES

1. \_\_\_\_\_  
\_\_\_\_\_  
FULL NAMES (PLEASE PRINT)  
2. \_\_\_\_\_  
\_\_\_\_\_  
FULL NAMES (PLEASE PRINT)  
3. \_\_\_\_\_  
\_\_\_\_\_  
FULL NAMES (PLEASE PRINT)