

## AGREEMENT OF SURETYSHIP

1. I, the undersigned, \_\_\_\_\_  
(identity number, \_\_\_\_\_); of physical address, \_\_\_\_\_

(hereinafter referred to as "**the Surety**"), (which said address the Surety chooses as *domcillium citandi et executandi* for all purposes arising out of this Suretyship) do hereby bind myself to Vodacom Service Provider Company (Pty) Ltd (registration number 1991/01471/07) and its successors-in-title ("**the Creditor**") as surety for and co-principal debtor *in solidum* with:

\_\_\_\_\_ (**company name**)

(**registration number**, \_\_\_\_\_) and its successors-in-title ("**The Debtor**") for the due and punctual performance and payment by the Debtor of all debts and obligations of whatsoever nature and howsoever arising which the debtor in its own name or any trade name may now or in the future owe to the Creditor, whether such indebtedness occurs during the lifetime or after the death of the Surety, including the payment of any damages suffered by the Creditor as a result of the failure of the Debtor to fulfill its obligations timeously or at all to the Creditor and further including any claims for loss or damages arising from the cancellation or abandonment of any contracts by the trustee, liquidator, judicial manager or receiver under compromise of the Debtor (all of which debts and obligations are hereinafter referred to as "the Debtor's obligations").

- This Agreement of Surety constitutes an annexure to the Network Services Agreement ("**the Agreement**") between Vodacom Service Provider Company (Pty) Ltd and the Debtor. Save where indicated to the contrary, all words and expressions herein shall bear the meanings assigned to them under the Network Services agreement entered into by the Debtor and the Creditor, if applicable.
- The Surety's liability under this suretyship shall be unlimited.
- The rights of the Creditor under this suretyship shall not be affected or diminished if the Creditor at any time obtains additional suretyships, guarantees, securities or indemnities in connection with the Debtor's obligations. The Surety shall be bound by all admissions or acknowledgements of indebtedness made or given by the Debtor to the Creditor from time to time. The Surety agrees and declares that it shall always be in the Creditor's sole and absolute discretion to determine the extent, nature and duration of the facilities and terms to be allowed to the Debtor.
- The Creditor shall be entitled, whether before or after the due date for payment or performance of the Debtor's obligations, without reference or notification to the Surety, without affecting its rights hereunder and without releasing the Surety hereunder, to release other sureties and securities; to grant the Debtor extensions of time for payment and other indulgencies; to compound or to make any other arrangements with the Debtor for the discharge in the Debtor's obligations; to accept any dividend in a liquidation or judicial arrangement on account and in reduction of the Debtor's obligations; to alter or vary any present or future agreement between the Debtor and the Creditor.
- This suretyship is a continuing suretyship and shall remain in full force and effect notwithstanding the fluctuation in, or temporary extinction of, the Debtor's indebtedness to the Creditor. This suretyship may only be withdrawn, revoked or cancelled in writing by the Creditor.
- As collateral security for the Surety's obligations in terms hereof, the Surety hereby cedes, assigns and makes over to the Creditor all claims of whatsoever nature the Surety now has, or in the future may have, against the Debtor, and the Surety undertakes not to make any claim against the Debtor or prove or seek to prove a claim against the Debtor or its insolvent estate until all the Debtor's obligations to the Creditor have been discharged in full.
- The Surety hereby expressly renounces the defence of prescription and the benefits of the legal exceptions of "order", "excussion", "division", "cession of action", "no value received", "non causa debiti" and all or any exceptions which could or might be pleaded to any claim by the creditor against the Surety declaring himself / herself to be fully acquainted with meaning and effect of all such exceptions.
- For the purpose of any action against the Surety or this suretyship, a certificate under the signature of any director or authorized representative of the Creditor (whose appointment it shall not be necessary to prove) as to the amount owing by the Debtor and the Surety to the Creditor and as to the fact that the due date for the discharge of the Debtor's obligations and/or the Surety's obligations hereunder has arrived shall be sufficient and satisfactory proof of the facts therein stated until the contrary shall have been proved.
- The Surety shall be responsible for all charges and expenses of whatsoever nature incurred by the Creditor in securing the implementation of the Debtor's obligations or of the rights of the Creditor in terms hereof, including, without limitation by virtue of the foregoing, all legal costs incurred on the attorney and client scale and collection commission.
- The Surety further binds himself / herself as Surety for and co-principal debtor *in solidum* with the Debtor to any party to whom the Creditor may cede and/or assign any or all of its rights in respect of the Debtor's obligations, or any part thereof and declares that the terms and conditions set out herein shall in such events *mutatis mutandis* apply.
- The Surety hereby agrees that this suretyship shall be construed, enforced and performed in accordance with the laws of the Republic of South Africa. The Surety hereby consents to the jurisdiction of the Supreme Court of South Africa (Gauteng Provincial Division) in respect of any action taken by the Creditor in terms of this suretyship.

SIGNED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS