



DEED OF SURETYSHIP

I, the undersigned,

Identity Number _____

do hereby bind myself/ to

FPT GROUP (PTY) LTD.
Registration Number: 1986/001611/07
("the Creditor")

and its successors in title

as surety and co-principal Debtor for the due and punctual payment and performance by

Registration Number _____
("the Debtor")

of all debts and obligations which the Debtor may now or in the future owe to the Creditor arising out of the Debtor's use of any credit facilities granted to it by the Creditor and/or arising out of any services rendered by the Creditor to the Debtor (all of which debts and obligations are hereinafter referred to as "the obligations"). My liability hereunder shall be subject to the following terms and conditions:

1. This Suretyship shall be a continuing, covering, unconditional and irrevocable suretyship and shall remain in full force and effect notwithstanding any further security being obtained by the Creditor or any fluctuation in or extension for any period whatsoever of the obligations.
2. All acknowledgements of indebtedness and admissions by the Debtor shall be binding on me.
3. If the Debtor shall be placed in liquidation, whether provisional or final, or shall submit an offer of composition in terms of any applicable law, the Creditor shall be entitled to accept any dividend on account and in reduction of the Debtor's indebtedness without prejudicing the Creditor's rights against me.
4. For the purposes of any action against me for provisional sentence or summary judgement, a certificate under the signature of any director or the secretary of the Creditor (neither of whose authority it shall be necessary to prove), as to the amount owing by the Debtor to the Creditor and/or as to the fact that the due date for the discharge of the obligations and/or my obligations hereunder has arrived, shall be

sufficient and satisfactory proof of the facts therein stated until the contrary shall have been proved.

5. In terms of Section 45 of the Magistrate's Court Act of 1944, I hereby consent to the jurisdiction in the Magistrate's Court with jurisdiction in terms of Section 28 of the Magistrate's Court Act 1944, in regard to any legal proceedings instituted by the Creditor in connection with this Deed of Suretyship; provided that the Creditor shall be entitled to institute such proceedings in the High Court in its sole discretion.
6. I hereby waive and renounce any benefits to which I am or may become entitled to in law and, without detracting from the generality of the foregoing, specifically the benefits of excussion, division and cession of action and I declare that I am fully acquainted with the meaning of the aforesaid.
7. No variation, relaxation, waiver or cancellation of this Deed of Suretyship and/or any of the terms hereof shall be valid unless reduced to writing and signed by myself and the Creditor or a person duly authorised in writing by it.
8. I shall be responsible for all charges and expenses of whatsoever nature incurred by the Creditor during the enforcement of the obligations from the Debtor or myself, or in enforcing the rights of the Creditor, including, without limitation, all legal costs, including Attorney and Client costs, collection commission, VAT and fees of tracing agents.
9. For the purposes of this Suretyship and any proceedings which may be instituted by virtue hereof, I choose my *domicilium citandi et executandi* at:

where all notices and processes may be effectively served and delivered upon me, any notice or process addressed to me and sent by pre-paid registered post to such address shall be deemed to have been received by me within 5 (five) days of its posting.

SIGNED at _____ on the ____ of _____ 20__ in the presence of the undersigned witnesses:

SIGNATURE OF SURETY

AS WITNESSES:

1. _____

2. _____