

DEED OF SURETYSHIP

concluded by and between



NAMPHARM (PTY) LTD

(Registration Number: 98/459)

Herein duly represented by:

Name: _____

Capacity: _____

(hereinafter referred to as “**Nampharm**”)

and

Name: _____

Postal Address: _____

Identity Number: _____

Telephone Number: _____

Email: _____

Residential Address: _____

Marital Status & Regime: _____

Chosen *domicillium citandi et executandi* address:

(hereinafter referred to as the “**Surety**”)

as surety and co-principal debtor for any amounts that are or may become due and payable to Nampharm, from whatsoever cause arising, together with:

Business Name: _____

Registration Number: _____

Business Address: _____

Initial:

(hereinafter referred to as the "**Business**")

1. In this suretyship, unless inconsistent with or otherwise indicated by the context, any reference to a gender includes other genders, the singular includes the plural and vice versa and any reference to a person includes a natural person, a legal entity, and an entity without separate legal capacity.
2. I/We the undersigned, by my/our signature below, hereby bind myself/ourselves in my/our private and individual capacity(ies), jointly and severally as surety(ies) and co-principal debtor(s) for the due and proper performance of any obligation of the Business in favor of Nampharm, as well as for the payment of any amounts owed to Nampharm by the Business, irrespective of the cause, including claims for damages and actions acquired by way of cession, attorney own client fees, collection commission, and tracing fees incurred by Nampharm in securing or attempting to secure the fulfillment of these obligations.
3. I/We furthermore bind myself/ourselves irrevocably to all the terms and conditions of Nampharm (Pty) Ltd.
4. To secure our obligations under this suretyship, I/we transfer to Nampharm all current and future claims, including those from our loan accounts, against the Debtor. If these rights have been previously assigned to a third party, this transfer covers our reversionary rights to those claims. In the event of our default, Nampharm is authorized to take necessary actions. We also commit to providing all relevant documentation to support these claims. Furthermore, we agree not to withdraw from any loan account mentioned above without Nampharm (Pty) Ltd's prior written consent.
5. We acknowledge and admit that this suretyship is additional to any security which Nampharm currently holds or may hereafter hold in respect of the obligations of the Debtor and that this suretyship shall not detract in any way from other security already furnished by us in favour of Nampharm, which security shall remain in force until terminated in writing by Nampharm.
6. I/We agree that all admissions by or on behalf of the Debtor, including but not limited to the acceptance of Nampharm's claim by a trustee or liquidator in the event of the insolvency or liquidation of the Debtor, as well as any judgement granted by a competent court against the Debtor in favour of Nampharm (Pty) Ltd, shall be binding on me/us.
7. I/We acknowledge and agree that Nampharm may, in its discretion, without reference to me/us and without prejudice to its rights in terms hereof:
 - 7.1 Enter into any arrangement, compromise or settlement or grant an extension to the Debtor or any surety.
 - 7.2 Cede its claims or other rights against the Debtor or against us to any person of its choice.
 - 7.3 Release in whole or in part, present or future security, including this suretyship or the suretyship of co-sureties, in respect of the Debtor's obligations to Nampharm.

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- 8 If the Business is placed in liquidation or provisional liquidation, under judicial management, under sequestration or provisional sequestration or shall submit an offer to compromise in terms of insolvency law, Nampharm shall be entitled to accept any dividend on account and in reduction of the Business's indebtedness, without prejudicing its rights against me/us, which rights shall further not be prejudiced by its acceptance of any other securities, guarantees, co-principal debtors or suretyships, and I/we further bind myself/ourselves in any such event not to file any claims against the Business without the written approval of Nampharm.
- 9 I/We hereby renounce the benefits of the legal exceptions of *exceptions of excussion, division, cession of action, non numeratae pecuniae, non causa debiti, errore calculi, revision of accounts* and all or any other exceptions which could or might be pleaded to any claim of Nampharm against me/us and with the force, meaning and effect of which I/we declare myself/ourselves to be fully acquainted.
- 10 This suretyship remains in effect indefinitely, independent of prior settlements, death, or legal incapacitation. It continues until Nampharm receives written termination notice from me/us, our executor, trustee, or other authorized legal representative. It also lasts until the full amount owed, including interest and costs up to the payment date, is settled upon receiving such notice. Please note that the notice alone lacks legal force; it must be accompanied by a formal termination notice sent by me/us to Nampharm to conclude this suretyship.
- 11 For the purpose of this suretyship and any proceedings which may be instituted by virtue hereof, I/we hereby choose *domicilium citandi et executandi* at the physical address given on page one (1) of the Deed of Suretyship, where all notices and processes may be effectively served and delivered upon me/us.
- 12 In terms of Section 45 of the Magistrate's Court Act of 1944, as amended, I/we hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act in respect of any action being instituted against me/us by Nampharm in terms hereof. It shall nevertheless be entirely within the discretion of Nampharm to institute action in another court with competent jurisdiction.
- 13 For the purpose of any action against me/us for default or summary judgment, a certificate signed by Nampharm as to the amount owing by the business to Nampharm shall be *prima facie* proof of the indebtedness of the Business to Nampharm. The designation and authority of the signatory need not be proved by Nampharm.
- 14 We are liable for all costs which may be incurred in the enforcement of this suretyship, including collection costs and legal costs on the scale as between an attorney and his own client.
- 15 This document comprises the entire agreement between Nampharm and myself/ourselves regarding this suretyship and Nampharm shall not be bound by any undertakings, representations or warranties not

Initial:

expressly recorded herein. Any amendment hereof shall only be valid if it is in writing and signed by both Nampharm and myself/ourselves.

- 16 No indulgence, latitude or extension of time which may be allowed by Nampharm to me/us or the Debtor, shall be regarded to be a waiver of rights by Nampharm or novation of our liabilities.
- 17 This document shall remain the property of Nampharm, even after termination hereof and Nampharm shall not be obliged to return this deed to me or any other person.
- 18 All terms and conditions contained in this suretyship, notwithstanding the manner in which they are grouped together or grammatically linked, are separate and severable from each other. If any such term or condition is or becomes unenforceable for any reason whatsoever, that term and condition is severable from and shall not affect the validity of any other term or condition in this suretyship.
- 19 I/we hereby confirm that this suretyship:
 - 19.1 Was properly completed at the time of signature especially with reference to the name of the Debtor; And
 - 19.2 Is in all respects in accordance with the agreement between me/us and Nampharm and is not as a result of a common mistake between me/us and Nampharm, and not a representation of our true intentions.
- 20. I/We hereby consent in terms of the provisions of Section 58 of Act 32 of 1944 to default judgment in favour of Nampharm in terms of this agreement and furthermore confirm that I/we have properly acquainted myself/ourselves with the cause of action of Nampharm in this matter and confirm it to be true and correct.

SIGNED at _____ on the ___ day of _____ 20__

As Witnesses:

- 1.
- 2. Surety

If married in community of property, signature of spouse if required in terms of the Married Person’s Equality Act:

Name of Spouse: _____

Signature of Spouse: _____

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