

SURETYSHIP

ID number:

of

Email:

(hereinafter referred to as "the Surety")

Do hereby interpose and bind myself, jointly and severally, to JFM Logistics (Pty) Ltd, (hereinafter referred to "the Creditor") as surety for and co-principal debtor with (Pty) Ltd, registration number (hereinafter referred to as "the Debtor") in respect of monies due and payable by the Debtor to the Creditor and subject to an Acknowledgement of Debt signed by the Debtor in favour of the Creditor (the "Acknowledgement of Debt"), subject to the following terms:

1. All terms defined in the Acknowledgement of Debt shall have the same meaning in this Suretyship Agreement.
2. Notwithstanding anything to the contrary herein contained, the amount recoverable from the Surety shall be limited to the amount of R..... (.....), plus such further sum or sums for interest on that amount, charges and costs as may from time to time and howsoever arising, become due and payable by the Surety, including without prejudice to the generality of the foregoing, interest, collection commission, tracing agent's fees and attorney and own client costs, including value added tax, incurred in the institution of legal action against the Surety for recovery of

all the amounts mentioned above, together with all other necessary and usual charges and expenses.

3. The Surety hereby waives the benefits of excussion and division, with the meaning whereof he declares himself to be acquainted. Benefits of excussion and division means the Surety waived his right that the Creditor must proceed firstly against the Debtor for the full amount of the Debt.
4. Any indulgence or latitude which the Creditor may grant to the Debtor respect of any obligation in terms of or relating to the Acknowledgement of Debt shall not prejudice the rights of the Creditor against the Sureties under this Suretyship, or affect the validity or enforceability of this Suretyship.
5. If arbitration is chosen by the party initiating the dispute, then any dispute between the Surety and Creditor which may arise in connection with any aspect of the Suretyship shall be determined resolved by arbitration accordance with the Expedited Rules of the Arbitration Foundation of Southern Africa (AFSA) by an arbitrator appointed in terms of AFSA Rules. For the purpose hereof, the signature of this Suretyship Agreement by the Surety will serve as its agreement to this arbitration clause.
6. No amendment of or addition to the Acknowledgment of Debt shall prejudice the rights of the Creditor in respect of this Suretyship, and this Suretyship shall also apply to obligations of the Debtor arising from such amendment or addition.
7. This Suretyship is irrevocable and may not be cancelled or withdrawn by the Surety.

8. In the event that the Debtor is liquidated, the Surety shall not lodge or prove a claim against the estate of the Debtor until such time as the Creditor has been paid the full amount due to it in respect of the amount due in terms of the Acknowledgement of Debt.
9. All agreements, admissions and waivers made by the Creditor in favour of the Debtor in respect of its rights obligations in terms of the Acknowledgement of Debt shall also bind the Surety, as if he was party thereto.
10. A certificate given under the hand of a Director of the Creditor stating amount due by the Debtor in respect of the Acknowledgement of Debt and for which the Surety is liable in terms of this Suretyship shall constitute *prima facie* evidence in any court of law of the existence of the obligation, the correctness of the amount and the obligation of the Surety to pay the amount to the Creditor.
11. All the Creditor's rights, without exception, applicable against the Debtor shall mutatis mutandis be equally applicable against the Surety, the Surety been deemed to be the Debtor thereunder and the Creditor has against the Debtor as if a Surety had *ab initio* and at all times been liable jointly and severally with the Debtor in favour of the Creditor.
12. In the event of the Creditor instructing an attorney to take action (or any steps whatever) arising from this Suretyship, the costs, tracing agent's fees, collection charges of such attorney shall be paid by the Surety on the scale as between attorney and own client.

13. The Parties choose the addresses stated in this Agreement as their respective domicilia.

Dated at _____ on this ___ day of _____ 2025

Surety

Witness

Full names of signatory

Full names of Witness