

Acknowledgement of Debt

Between

Joe Bloggs

(ID number: [REDACTED])
(hereinafter referred to as “the Debtor”)

and

Hello Contract (Pty) Ltd

(Registration Number: [REDACTED])
(hereinafter referred to as “the Creditor”)

Dated, 17-03-2020

I, the undersigned, Joe Bloggs, residing at [REDACTED]
Number: [REDACTED] on the one hand,
Hereinafter referred to as the "Debtor"

hereby acknowledge to be truly and lawfully indebted to the Creditor:
Hello Contract (Pty) Ltd, having its place of business at [REDACTED]
[REDACTED], Hereinafter referred to as the "Creditor"

(Or its successors, assigns, nominees, beneficiaries, cedents or cessionaries)
hereinafter referred to as "the Creditor" in the principal debt of R40,000.00 ("the
debt").

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

The Creditor's acceptance is subject to the following terms:

1. Payments

1.1. The debt shall be paid by way of lump sum on or before 18-04-2020. 1.2. Interest
will accrue on the debt as from the signature date hereof at a rate of 10% per annum
and continue to accrue until the date of final payment of the debt with interest.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

1.6. Payments in terms hereof shall be made without deduction or set off by way of an
electronic transfer of funds or a cash deposit into the account of the nominated
account of the Creditor.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

2. Any indulgence by the Creditor will not be construed as a waiver of any of the Creditor's rights.

[REDACTED]

4. Certificate of Indebtedness

4.1. A certificate under the signature of a director of the Creditor shall be prima facie proof of any obligation and/or the amount of the indebtedness owed by the Debtor and shall have sufficient probative value to enable the Creditor to obtain Summary Judgment as against the Debtor in any competent Court for the amount stated in the Certificate, and the Debtor accepts the onus of disproving the amount so stated as not being the amount owing.

5. Domicilium Citandi Et Executandi

5.1. The Debtor and the Creditor hereby choose as their respective domicilium citandi et executandi for the purpose of legal proceedings and for the purposes of giving or sending any notices, other documents or communications of whatsoever nature provided for or necessary in terms of the Acknowledgement of Debt, the addresses as set out above.

[REDACTED]

[REDACTED]

6. Jurisdiction

6.1. The Debtor hereby consents in terms of Section 45 of Act No. 32 of 1944 that any

[REDACTED]

Order For Payments and Consent To Judgment

6.2. The Debtor further consents that, should it default on any one of the required monthly payments in terms of this Acknowledgment of Debt, the Creditor's attorneys may without any further notice to the Debtor proceed to obtain judgment in terms of

[REDACTED]

7. Renunciation

7.1. The Debtor renounces the benefits of the legal exceptions non numeratae pecuniae, non causa debiti, error calculi, division and revision of accounts. The Debtor acknowledges that it is fully aware of the meaning and effect of such renunciations.

8. Cession

8.1. The Creditor may cede, assign or pledge its rights herein without the consent of the Debtor. [REDACTED]

9. Severability

9.1. The Debtor acknowledges that each provision (or, where relevant, each component thereof) of this Acknowledgement of Debt is separate and severable. Any provision of this Acknowledgement of Debt which is or may become illegal, invalid and/or unenforceable for any reason and in any applicable jurisdiction shall, in respect of such jurisdiction, be ineffective to the extent of such illegality, invalidity and/or unenforceability and shall be treated as pro non scripto and severed from the balance of this Acknowledgement of Debt, without in any way invalidating the remaining provisions of this Acknowledgment of Debt or affecting the validity or enforceability of such provision in any other jurisdiction.

10. No Waiver

10.1. No waiver of any of the provisions or terms of this Acknowledgement of Debt will be binding for any purpose unless expressed in writing and signed by the Creditor, and any such waiver will be effective only in the specific instance and for the purpose given.

[REDACTED]

Joe Bloggs

On behalf: Hello Contract (Pty) Ltd

Place:
Date:

Signature
Representative:
Position:
Place:
Date: