

Suretyship Agreement

Between

Robert Macnolty

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

and

Hello Contract (Pty) Ltd

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

(Collectively the Company and the Interested Party are referred to as the “**Parties**”)

Dated, 17-03-2020

1. Parties

I, the undersigned, Robert Macnolty, as 'Surety' and co-principal debtor, do hereby bind myself *in solidum* with [REDACTED]
[REDACTED]
[REDACTED]
Creditor.

2. Suretyship

I agree that this deed of Suretyship (herinafter referred to as the "**Suretyship**") shall operate as a continuing covering Suretyship and that the I shall not be entitled to withdraw or cancel this Suretyship unless and until all indebtness, commitments and

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

3. Renunciations

[REDACTED]
[REDACTED] *is et divisionis* with the force and effect of which I hereby declare myself to be fully acquainted with, and I agree and declare that this Suretyship is to be in addition and without prejudice to any other Suretyship/s and security/ies now or hereafter to be held by the Creditor.

4. Claims and/or Counterclaims of the Principal Debtor

I acknowledge that all amounts due and payable by the Principal Debtor to the [REDACTED]
[REDACTED]
[REDACTED]

5. Release and Latitude

[REDACTED]
[REDACTED]
[REDACTED] ded with the Principal Debtor or otherwise, as the Creditor in their sole discretion may deem fit, notwithstanding that in doing or omitting to do any such acts, the Creditor may have acted negligently (whether grossly or otherwise) or in a manner calculated to cause, or in fact is causing prejudice to myself as Surety and, in particular, but without limiting the generality of the aforementioned, the Creditor shall be entitled to:

5.1. release securities and other sureties;

[REDACTED]

5.3. allow or grant to the Principal Debtor or any other surety any latitude or indulgence, without reference to or approval by me.

6. Costs, Charges and Expenses

[REDACTED]
[REDACTED]nd client, collection commission and tracing fees irrespective of whether or not any action has been instituted against myself as Surety.

7. Application of Monies

[REDACTED]

8. Severability

Every provision of this Suretyship shall be severable and divisible and separately enforceable as such. Should any provision hereof be found to be unenforceable in law it shall not invalidate any of the remaining provisions hereof.

9. Notices and Domicilium

9.1. For the purposes of this Suretyship, including the giving of any notice required or committed hereunder, and any proceedings which may be instituted by virtue hereof, the Surety hereby chooses the following *domicitium citandi et executandi*:

- [REDACTED]
- [REDACTED]

9.2. Any notice sent to me by prepaid registered post at the aforementioned address shall be deemed to have reached me on the third day after the date of dispatch, unless the contrary is proved.

[REDACTED]

10. Variations

No consensual cancellation, variation or modification of the terms of this Suretyship shall be binding on the Creditor unless reduced to writing and signed by or on behalf of the Creditor and the myself.

Robert Macnolty

On behalf of: Hello Contract (Pty) Ltd

Signature

Place:

Date:

Signature

Name:

Place:

Date: