



Sembcorp Siza Water (RF) (Pty) Ltd
Co. Reg. No. 1998/19209/07
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SURETYSHIP

I, _____
(Full Names)

Of _____ (Physical
Address)

Do hereby bind myself, jointly and severally to **Sembcorp Siza Water (RF) (Pty) Limited**

(Hereinafter called the Creditor), as co-principal, debtor and surety in solidum with

_____ (hereinafter called the debtor) for the due payment on demand of such sum or sums of money as the said Debtor may now or from time to time hereinafter owe to or be indebted to the said Creditor upon and by virtue of any cause of indebtedness whatsoever in respect of services rendered.

I further agree that the said Creditor shall be at liberty without affecting its rights hereunder to release securities and to give time to or compound or make any other arrangement with the said Debtor and that it is agreed and declared that it shall always be in the discretion of the said Creditor as to the extent, nature and duration of the services rendered to be allowed the said debtor, that all admissions or acknowledgements or indebtedness by the said debtor shall be binding on me/us and that in the event of the said debtor going insolvent or compromising or entering into a Deed of Composition or going into liquidation bringing itself within the provisions of the insolvency Laws of the Republic of South Africa, no dividends or payments which the said Creditor may receive from the said debtor or others, shall prejudice its rights to recover from me to the full extent of this Suretyship, any sum which may remain owing by the said debtor, and should the Creditor recover in any Court of Law or receive from



me the difference between the full extent of this Suretyship and the said dividends such action in its part shall in no way prejudice its right again to institute against me for, or again to receive from me, to the full extent of this Suretyship, the equivalent of any dividend(s) which remain unpaid on due date(s) thereof, provided, however, that the foregoing shall in no way be construed so as to prevent the said Creditor from enforcing its rights against me hereunder, at any time, by virtue of the rights conferred upon it under the Renunciation clause hereinafter set out.

I hereby renounce all benefits from the legal exceptions beneficium divisionis et ordinis seu excussionis, non causa debiti, errore calculi with meaning and effect of which I do declare myself to be perfectly acquainted, and that it shall remain in force as a continuing security notwithstanding any intermediate settlement of account, and notwithstanding my death or legal disability until the said Creditor shall have received notice in writing by registered post from me or my Executor, Trustees or other legal representatives, as the case may be, of intention to terminate the same, at some future date, the said date of termination not being less than three months after receipt of the said notice, and until the sum or sums or sums due or accruing at the date of receipt of such notice shall have been paid.

I further agree that in the event of it being necessary for the holders of this Guarantee to institute legal proceedings against me hereunder, then I hereby agree and submit to the jurisdiction of any Magistrate's Court having jurisdiction over me in terms of Section 28 of Act No. 23 of 1944, and do name the abovementioned address as a place for service of any process to be served in this instance.

I do hereby declare this Guarantee is given voluntarily and that no inducements or representations have been made to me by or on behalf of the said Creditor to guarantee on or to sign this Guarantee which I declare is unconditional.

DATED AT _____ ON THIS _____ DAY OF _____ 20__.

SIGNATURE

NAME

AS WITNESSES:-

1.

2.

