

- 2.1.4.** The Service Provider and the Vendor may at all times vary any or all of the terms and conditions of the Vendor Agreement as they deem fit without prejudice to any of the rights of the Service Provider against the Guarantor, and any such variation shall vary the obligations of the Guarantor to the Service Provider accordingly;
- 2.1.5.** in the event of the voluntary or compulsory provisional or final liquidation proceedings of the Vendor or in the event of the Vendor being placed under business rescue proceedings, or a compromise between the Vendor and its Creditors:
- 2.1.5.1. the Service Provider may, without prejudice to any of its rights under this Guarantee;
- 2.1.5.1.1. prove a claim against the Vendor's estate for the full amount of the Service Provider's claim against the Vendor; and
- 2.1.5.1.2. recover from the Guarantor the full amount of the Service Provider's total claim against the Vendor, whether actual or contingent provided that the Service Provider shall account to the Guarantor for any amount it may receive from the Guarantor or from the Vendor or the Vendor's estate in excess of the amount of its claims against the Vendor and the Guarantor
- 2.1.5.2. any dividend received by the Service Provider from the Vendor's estate shall be applied firstly to pay that part, if any, of the Vendor's indebtedness to the Service Provider which is not covered by this Guarantee;
- 2.1.5.3. any failure of the Service Provider to prove a claim against the Vendor's estate shall not affect the Guarantor's liability to the Service Provider in terms hereof;
- 2.1.6.** the Guarantor renounces the legal benefits and exceptions of exclusion, non-cause debit, error calculi, revision of accounts and no value received, the full and exact meaning of which the Guarantor acknowledges that he understands;
- 2.1.7.** the Service Provider is hereby irrevocably authorized in its sole discretion to apply any amount received from the Guarantor hereunder against any debt of the Vendor or the Guarantor to the Service Provider in such manner and whenever the Service Provider deems fit;
- 2.1.8.** the Service Provider may cede its claim against the Vendor to any one or more other persons in which event this Guarantee shall operate in favor of the cessionary in respect of all obligations of the Vendor to the Service Provider at the date of the cession and all obligations of the Vendor to the cessionary, whether arising at any time before or after the cession;
- 2.1.9.** the Guarantor may not revoke this Guarantee without the prior written consent of the Service Provider before all obligations of the Vendor to the Service Provider secured hereby have been discharged;
- 2.1.10.** the liquidation or winding-up, whether provisionally or finally, of the Vendor or placing of the Vendor under business rescue proceedings shall in no way affect the Guarantor's obligations under this Guarantee; and
- 2.1.11.** the security constituted by this Guarantee shall be a continuing covering security, notwithstanding any fluctuation of the outstanding amount.

3. WARRANTIES AND UNDERTAKINGS

- 3.1.** The Guarantor warrants that:
- 3.1.1. the Vendor Agreement binds or shall bind the Vendor in all respects;
- 3.1.2. this Guarantee binds the Guarantor and shall bind the Guarantor in all respects; and
- 3.1.3. all resolutions, signatures and powers of attorney with regard to this Guarantee and the Vendor Agreement have and shall have been taken, given and executed properly, and should there be any breach of these warranties, the Guarantor shall assume all liabilities and every obligation to the Service Provider which any such agreement purported to impose on the Vendor, and the Guarantor indemnifies the Service Provider

