

against any loss of whatever nature which the Service Provider may suffer and which arises from the enforcement, cancellation or invalidity of any part of the Vendor Agreement.

- 3.2. The Guarantor warrants that he obtains a benefit by the entering into of the Vendor Agreement between the Service Provider and the Vendor and has a material interest in issuing this Guarantee.
- 3.3. The Creditor shall release the Guarantor from this Guarantee upon payment by or on behalf of the Vendor of all outstanding amounts payable in terms of the Vendor Agreement.

## **G. MILA AZANIA HOLDINGS CESSION IN SECURITATEM DEBITI**

### **1. SECURITY**

- 1.1. The Cessionary requires security for the proper and timeous performance by the Vendor of the Secured Obligations.
- 1.2. The Vendor has agreed to cede the Ceded Rights to MILA AZANIA HOLDINGS in order to furnish such security.

### **2. CESSION IN SECURITATEM DEBITI**

- 2.1. As continuing covering security for the due compliance by the Vendor with the Secured Obligations, the Vendor hereby irrevocably cedes, transfers and makes over to and in favor of the Service Provider in *securitatem debiti*, the Ceded Rights.
- 2.2. The Cessionary hereby accepts the cession of the Ceded Rights in *securitatem debiti*.
- 2.3. The Vendor shall sign all such documents which the Service Provider may, in its sole discretion, regard as necessary to give effect to the above security cession and shall deliver to the Service Provider such documents as the Service Provider may regard as necessary in order to establish, preserve and protect the Ceded Rights.
- 2.4. The Vendor shall pay all costs related to the perfection of the Service Provider security in terms of this session in securities debit.

### **3. RENUNCIATION OF BENEFITS**

- 3.1. The Vendor renounces the benefits of the following legal exceptions:
  - 3.1.1. Simultaneous citation and division of debt (this applies where there is more than one co-principal debtor/borrower and entitles each of them to claim that the Vendor is liable only for his proportional share of the total debt; when this benefit is renounced by a borrower, he becomes liable for the whole amount, but the Vendor has certain rights of contribution against the other co-principal debtors/borrowers);
  - 3.1.2. no cause of debt and no value received (these are defences that there are no grounds for a debt or that no value was received; when these benefits are renounced the Vendor bears the burden to prove that the Vendor is not indebted to the Lender or that it received no benefit);
  - 3.1.3. revision of accounts and errors of calculation (these defences apply where the Vendor wishes to show that its account has been wrongly drawn up or calculated; when this benefit is renounced, the Vendor bears the burden to prove that the accounts are wrong); and
  - 3.1.4. *non numeratae pecuniae* (this defence applies where the Vendor wishes to show that the capital advanced to the Vendor was not paid out or properly counted; when this benefit is renounced, the Vendor bears the burden to prove that the capital advanced to the Vendor was not paid out or properly counted).

### **4. INFORMATION BY CLIENT**

- 4.1. The Vendor undertakes that it will:
  - 4.1.1. on written request by the Service Provider provide the Service Provider with copies of all Contracts, invoices and related documents of title, security documents or agreements entered into with its Clients,

