

MANDATE AND FEE AGREEMENT

I, the undersigned FULL NAMES: _____

ADDRESS: _____

TEL: _____

FAX: _____

EMAIL: _____

COMPANY NAME: _____

REGISTRATION NO: _____

CHOSEN DOMICILIUM
CITANDI EXCECUTANDI: _____

do hereby nominate and appoint the directors/partners and their nominees of

GEYSER VAN ROOYEN ATTORNEYS, 383 FARENDEN STREET, ARCADIA, PRETORIA,
GAUTENG

with power of substitution (hereinafter called "the attorney") to render professional legal services to me, which shall include the right to prosecute of defend proceedings in any competent court and on my behalf to take all necessary steps in connection with

(Give a short description of the services required)

1.

I confirm that:

- 1.1 The attorney is entitled to charge fees on the attorney and own client scale for services rendered in terms hereof and that I undertake and agree to pay the attorney fees as set out in this agreement;
- 1.2 The fees on an attorney and own client scale will be calculated on a time basis in terms of an agreed hourly tariff alternatively on a Party and Party Scale plus 60% in respect to Magistrate's Court matters and 50% in respect to High Court matters. The Attorney may elect at his own discretion whether to charge on the hourly tariff or the alternative scale.
- 1.3 The fees in respect of the time necessarily spent by the attorney will be calculated at a maximum hourly tariff which is as set out in schedule below (VAT excluded)

SENIOR ATTORNEY:	R2600.00
JUNIOR ATTORNEY:	R1400.00
ARTICLE CLARK:	R950.00

- 1.4 The hourly tariff set out above shall automatically escalate annually from 1 JANUARY of each calendar year at a rate of 10 (TEN) percent per annum unless specifically otherwise agreed. (but rounded off upwards to the closest R10.00 round amount)
- 1.5 We shall also raise a general all-inclusive fee for time spent (whether alone or with others) considering the matter, i.e. thinking time. This is sometimes described by attorneys as "applying a trained legal mind" to the matter; these charges will fluctuate and will be raised from time to time as and when we consider it appropriate and will be charged as a globular amount, and are fees charged over and above any specified amount, item or activity posted to your fees account and will be described as "applying a trained legal mind to the matter". These charges are separate from internal discussions between lawyers.

2.

I confirm that:

- 2.1 disbursements will of necessity have to be incurred, and that I accept responsibility to pay such disbursements to the attorney on demand;

2.2 It may be necessary for us from time to time to enlist external service providers (such as, for example, an expert witness, tax expert, auditor or transcribers) on your behalf. Where we do so, we act as your agent and create a contract to the service provider for his/her charges. There are however certain outside service providers (such as, for example, Counsel, Forensic Auditors and Tax Consultants) who absent an agreement with them and us to the contrary, would look directly to this firm for payment of their account; in these circumstances the payment by us to such outside service providers shall represent a disbursement effected by us for and on your behalf.

2.4 All disbursements shall be charged as follows (exclusive of VAT)

2.4.1	Open file fee:	R450.00 (plus Vat)
2.4.2	Facsimiles transmitted:	R7.00 (plus Vat)
2.4.3	Travelling expenses:	R4.00 per kilometer; parking expenses at actual cost
2.4.4	Courier services:	The actual charge to us by the outside service provider
2.4.5	Cost of transcribing statements and/or phone calls recorded by us:	The actual charge to us by the outside service provider
2.4.6	Urgent and/or outside typing services For any purposes (usually transcribing statements and recorded phone calls):	The actual charge to us by external service providers (or internal secretary if working overtime)
2.4.7	Various service providers contracted by us in the execution of our mandate:	The actual amount charged by that service provider where we are directly liable to the service provider (such as, for example, Counsel and Tax Consultant
2.4.8	Photocopies at:	R2.20 per page (plus Vat)
2.4.9	Telephone calls to destination outside South Africa:	The actual cost
2.4.10	Any other disbursement not specified above:	The actual cost to us

3.

I confirm that the following shall apply in connection with the prosecution/defence of my action in any competent court, namely:

3.1 The attorney's fees for services rendered and disbursements incurred in connection therewith will not be based on the applicable High Court or Magistrate's Court tariffs, or on the tariff applicable in any other court, but will be higher and will be calculated on another basis;

- 3.2 That I am aware that I am entitled to engage the services of another attorney who may levy fees in accordance with applicable tariffs, but I elect not to do so;
- 3.3 That I understand that there is a difference between party and party costs on the one hand and attorney and own client costs on the other. I understand that party and party costs are those which, if I am successful, I will be entitled to recover from the other party, and if I am unsuccessful, I may be responsible to pay to the successful party, whilst attorney and own client costs, are those as set out in paragraph 1 above, which I will have to pay to the attorney irrespective of whether I am successful or not, and irrespective of whether I am able to recover party and party costs from any other party.

4.

I understand that:

- 4.1 The attorney is entitled to render me interim accounts. It is the firm's practice to account on monthly bases in respects of fees and disbursements and that at the conclusion of the matter he will render me a final account. The account is payable by the last working day of the first month following the month to which the statement relates whereafter interest become payable
- 4.2 Where this firm receives any monies from the client (whether in respect of one or other account) or payable to it (from third parties) this firm shall recover therefrom any charges owing by the client to this firm from such funds, whether in relation to the matter to which the funds pertain, or any other matter, prior to accounting to the client in respect of the then balance.
- 4.3 Depending on how matters unfold and the level of cost incurred this firm may, from time to time request payments (retainers etc) in advance from the client, but these will from the subject matter of a separate communication.
- 4.4 A certificate issued by this firm as to the balance due or owing by the client to the firm at any time shall be deemed to be prima facie correct.
- 4.5 Any reference to payment of this firm's account in this clause and elsewhere in the engagement letter means payment by way of monies as opposed to the issue of a guarantee and/or furnishing security or payment in any other form.
- 4.6 All disbursements reflected in the account will, so far as possible, be accompanied by supporting documentation, and that in respect of fees, the attorney will set out a short cryptic description of the work done by him together with the total of hours spent in the execution thereof;
- 4.7 Should I require the attorney to furnish me with a detailed specified account in respect of services rendered by him, and in the event of the total of such detailed specified account being higher than the total of the account as set out in paragraph 4.2 above, I accept responsibility to:

4.7.1 Pay such higher amount; and

4.7.2 Pay the costs incurred in the preparation and drafting of such specified detailed account, which may include the costs of a cost consultant

4.8 If I do not object in writing to the account, or request a specified detailed account, within 30 (thirty) days of receipt of the account from the attorney, I will be deemed to have waived any right which I may have in respect thereof and that I will also then be deemed who have accepted the attorney's account as fair and reasonable.

5.

5.1 I agree to pay interest to the attorney at the prime overdraft rate levied by FIRST NATIONAL BANK plus 2% (percent) on any fees and disbursements from the date upon which the same become payable until date of payment;

5.2 I confirm that I am aware that the attorney may withdraw as my attorney in the event of my failing to pay any fees or disbursements in terms of this agreement. In this event the attorney shall be entitled to retain all documentation in his possession, whether prepared by him or not, until the full amount outstanding in respect of fees and disbursements together with interest is paid.

6.

6.1 I reserve to myself the right to withdraw from this undertaking and to terminate the mandate given in terms hereof by giving the attorney written notice of such withdrawal and termination within 7 (seven) days from date of signature hereof;

6.2 I accept that the attorney, in the event of such withdrawal, will be entitled to payment of the fees and disbursements incurred by him in respect of services necessarily rendered during the period prior to the withdrawal of this mandate, which fees and disbursements shall be levied on the attorney and own client basis set out herein;

6.3 I confirm that should I not be able to pay any such fees or disbursements, the attorneys shall be entitled to retain the documents referred to in paragraph 5.2 above until such fees and disbursements have been paid.

7.

7.1 The client may terminate this firm's mandate at any time. This firm too may terminate the mandate at any time where we are concerned and/or disappointed with the client's conduct, such as for example its failure to pay our account and/or instruct us timeously, or we may choose rather than terminating our mandate to suspend the rendering of services. Termination or suspension under this clause shall be without prejudice to any other rights that may have occurred for either of us before termination or suspension and all amounts (fees and

disbursements whether actually invoiced as yet or not) due to this firm shall become due in full when termination or suspension takes effect.

- 7.2 This firm shall not under any circumstances be liable or accountable to the client for any prejudice or damages it may suffer as a result of this firm ceasing to act on the client's behalf or suspending services. In addition, should this firm not cease acting (where we have the right so to do) or where we continue rendering services – at a less than proactive level – this firm does not waive its rights to cease or suspend acting at any time by giving the client notice thereof.

8.

- 8.1 Subject to any exclusion of liability elsewhere in this letter, the maximum liability of the firm or any individual director, attorney, candidate attorney, employee, or agent of the firm, contracting party or of any body or entity controlled by this firm or owned by this firm or associated with this firm in respect of any direct or indirect loss or damage suffered by the client or by other beneficiaries arising out of or in connection with the services, shall be limited to the actual fees (as opposed to the disbursement) charged and paid for in respect of the services. The maximum liability shall be an aggregate liability for all claims arising, whether in contract, delict or otherwise
- 8.2 The client and other beneficiaries shall not bring any claim personally against any individual director, attorney, candidate attorney, employee or agent, as the case may be, of the firm in respect of any loss or damage suffered by the client or by other beneficiaries arising out of or in connection with the services, any claim by the client or other beneficiaries must be made (for these purposes a claim shall be made when court or other dispute resolution proceedings are commenced and served on this firm) within 6 months of the date on which the client or the beneficiaries became aware, or ought reasonably to have become aware, of circumstances giving rise to a claim or potential claim against this firm, whereafter the claim, if not made, shall be deemed to have prescribed and any right the client may have had shall also be deemed to have specifically been waived.

9.

- 9.1 Where this firm communicates with the client via electronic e-mail, we remind the client that electronic mail is not a secure medium for the transmission of information as documents transmitted may be copied, recorded, read or interfered with in transit. Whilst this firm will do its best to maintain its confidentiality obligations to the client, once an email has left this firm server, this firm cannot guarantee that it will remain confidential and it needs to accept the inherent risk of such communications. Furthermore, this firm is not responsible for the misuse of the internet by others and the client must ensure that suitable protection measures are put in place to prevent virus and similar attacks on its IT systems and it undertakes to perform virus checks (including the security risks of interception of or unauthorized access to such

communications, the risk of corruption of such communications and the risk of viruses or other harmful devices) on a regular basis. This firm will use commercially reasonable procedures to check for the most commonly known viruses before sending information electronically, consequently the use of email as the medium of communication is at the client's sole exclusive risk and this firm shall not be liable for any damage (whether to your system or files or otherwise) or breach of confidentiality.

10.

Any advice we provide is for the client's benefit alone and should not (without our prior written and signed consent) be disclosed to and may not be relied upon, by third parties.

11.

I accept that the attorney will furnish me with regular reports relating to progress made by him in the execution of his mandate in terms hereof.

12.

Any amendment to, or consensual cancellation or novation of the terms (agreement) regulating our attorney/client relationship must be reduced to valid, Enforceable or binding.

13.

- 13.1 This firm is obliged in terms of the Financial Information Centre Act 2001 (FICA), a copy whereof will be made available to the client on its written request (or it can be downloaded same from www.fic.gov.za) to produce certain information from the client based on the "know your client" concept/principle.
- 13.2 To enable this firm to render services to the client to the best of our ability, we will expect that the client to use its best endeavours to procure and promptly supply all information and assistance, and all access to documentation in the client's possession, custody, or under its control and/or under its personnel's control, where required by us.
- 13.3 We will rely on any instructions or request made or notices given or information supplied, whether orally or in writing, by any person whom we know or believe or reasonably believe to be authorized by the client to communicate with us for such purposes (an authorized person)
- 13.4 We will use our best pragmatic effort to ensure that the information we receive (which by its nature is private and confidential) is dealt with in the appropriate manner.
- 13.5 The information we receive from the client or from any other source in the course of executing our mandate:

13.5.1 Shall not be independently considered or verified by us as to the consistency and/or correctness of the information received by us

13.5.2 Shall not be verified to establish the reliability thereof by us.

AND accordingly this firm will assume no responsibility and make no representations with respect to the accuracy, reliability or completeness of any information provided to us.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20__.

AS WITNESSES:

1. _____ **CLIENT**
2. _____

THE ATTORNEY ACCEPTS THE MANDATE IN TERMS HEREOF

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20__.

ATTORNEY