



COMBRINK NEL & ASSOCIATES

Suite 108, Block A, Cresta Junction
Judges Avenue, Cresta, Randburg, 2194

Telephone: 010 335 0999
Email: nel@cnel.co.za
Website: www.cnel.co.za

MANDATE AND FEE AGREEMENT

The Client:

Hereby nominate, constitute, and appoint the firm of **COMBRINK NEL AND ASSOCIATES INC**, at Block A, Suite 108, Cresta Junction, Cresta, Randburg, 2194, (hereinafter referred to as the Attorney) with Power of Substitution to be my lawful attorney in my name, place, and stead.

I / We hereby instruct the Directors and/or staff of Combrink Nel & Associates Inc. to carry out the legal services set out hereunder and to take all steps, incur expenses and disbursements, including but without limiting the generality of a foregoing (where necessary) the instructing of counsel, correspondent attorneys, expert witnesses, and assessors, also including Court fees and related expenses.

1. Application of Terms and Conditions

- 1.1. These terms and conditions ("Terms and Conditions") will govern the relationship between Combrink Nel & Associates Inc Attorneys and the person whose details were submitted via our online client onboarding process ("Client").
- 1.2. In the event that the Client fails to fulfil the online client onboarding process but nevertheless instructs Combrink Nel & Associates Inc Attorneys to render any services to the Client, it will be deemed that the Client has accepted these Terms and Conditions.
- 1.3. These Terms and Conditions will apply to all relationships Combrink Nel & Associates Inc Attorneys has with the Client (with retroactive force if need be) and will continue to be effective until all rights and obligations between the parties are extinguished.

2. Scope of Legal Services

- 2.1. Combrink Nel & Associates Inc Attorneys will render such services to the Client as agreed to between Combrink Nel & Associates Inc Attorneys and the Client from time to time.

3. Instructions and Performance of Services

- 3.1. Combrink Nel & Associates Inc Attorneys is entitled to take instruction from the Client from any employee, director, shareholder, representative and/or agent of the Client whose authority will not be required to be verified.
- 3.2. Should a Client instruct Combrink Nel & Associates Inc Attorneys on behalf of a third party, the Client warrants that it has the requisite authority to engage Combrink Nel & Associates Inc Attorneys on behalf of such third party and to the extent necessary indemnifies Combrink Nel & Associates Inc Attorneys for the payment of any legal fees, disbursements and/or costs incurred by Combrink Nel & Associates Inc Attorneys on attending to such instruction.
- 3.3. Once the Client has provided Combrink Nel & Associates Inc Attorneys with an instruction, Combrink Nel & Associates Inc Attorneys will allocate the instruction to the appropriate individual to deal with the matter. The services to be rendered to the Client are not limited to the individual or individuals the Client consulted with.
- 3.4. Any instruction given to Combrink Nel & Associates Inc Attorneys by the Client is deemed to include an instruction by the Client for Combrink Nel & Associates Inc Attorneys to do all things reasonably necessary in relation thereto. This includes, but is not limited to, the incurrence of any reasonable disbursements on behalf of the Client and the appointment of third parties such as experts, correspondents, lawyers in foreign jurisdictions, cost consultants and advocates.
- 3.5. I confirm, however, that Combrink Nel & Associates Inc may withdraw from this Mandate on written notice to me/us in the event of me/us failing to comply with our obligations in terms of this Mandate (including the payment of fees and disbursements), a conflict arising or on any other reasonable grounds that would justify the conclusion that it would be undesirable for Combrink Nel & Associates Inc to continue representing me/us.
- 3.6. I / We confirm that the services of Combrink Nel & Associates Inc in this matter/s will end, unless otherwise agreed upon in writing, when there is a final agreement, settlement, decision, or judgment by the court. The scope of this Mandate does not include appeals and/or applications for leave to appeal from any judgments or orders of the Court.



- 3.7. I / We agree to pay Combrink Nel & Associates Inc. all amounts due to it for services rendered and disbursements incurred on my / our behalf on receipt of statements at the rate as specified in the schedule annexed hereto, alternatively their usual rates.
- 3.8. I / We confirm that Combrink Nel & Associates Inc will forward billing statements monthly. The statements will contain a description of the services, including the date, the amount of time involved, and a brief description of the task accomplished. Monthly statements will also itemise money Combrink Nel & Associates Inc have advanced on my / our behalf (disbursements) such as service and filing fees, expert witness fees, charges for investigation, travel and accommodation, telephone calls, photocopies and telefaxes.
- 3.9. A certificate signed by any one of the directors of Combrink Nel & Associates Inc. as to my / our indebtedness to the said firm shall be prima facie proof of the amount outstanding, due, and payable and shall be sufficient for the purposes of obtaining Summary Judgment and/or Default Judgment against me / us.
- 3.10. I / We confirm that Combrink Nel & Associates Inc has reserved the right to itself to amend the Fee Structure as set out herein on reasonable written notice to me / us. Should I / we continue to utilise their services after the expiry of the said 30-day period it shall be accepted that I / we have agreed to such amendment.
- 3.11. In the event of this mandate being given by me on behalf of a Company / Close Corporation/ Body Corporate or any other legal entity, including as a Trustee for or on behalf of a Trust I hereby bind myself as surety and co-principal debtor for any and all of the obligations of the said Company / Close Corporation / Body Corporate / Legal Entity or Trust (as referred to in points 1 and 2 hereabove) in terms of this mandate and I shall remain so bound until all such obligations have been discharged.
- 3.12. I / We accept that although I/we may have instructed a specific person in the employ of Combrink Nel & Associates Inc to provide the legal services, it is anticipated that other lawyers and legal assistants in the Firm also will work on the matter/s. I / We undertake to make payment to Combrink Nel & Associates Inc. on demand of any retainer/deposit required by Combrink Nel & Associates Inc which retainer/deposit will be deposited into the trust account of Combrink Nel & Associates Inc. I / We hereby authorise Combrink Nel & Associates Inc, at Combrink Nel & Associates Inc's sole discretion, to invest such retainer/deposit in an interest-bearing trust account as envisaged in Section 86(4) of the Legal Practice Act 28 of 2014 with interest accruing for my / our benefit. Should the retainer/deposit not be so invested, I/we confirm that the retainer/deposit shall attract no interest and I / we shall have no claim against Biederman Inc in this regard.
- 3.13. I / We hereby authorise Combrink Nel & Associates Inc to deduct from the retainer/deposit, any balance outstanding and due to Combrink Nel & Associates Inc in respect of monthly statements rendered by Combrink Nel & Associates Inc to me / us. If any portion of the retainer/deposit is unexpended at the conclusion

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of the Mandate, it will be refunded to myself/us. I / We hereby further authorise Combrink Nel & Associates Inc. to deduct any outstanding fees and disbursements due by myself / us to Combrink Nel & Associates Inc from any funds held by Combrink Nel & Associates Inc on my/our behalf.

4. FEES:

4.1. I/We agree that the Fees in respect of my/our mandate to Combrink Nel & Associates Inc will be The current hourly rates of Combrink Nel & Associates Inc Attorneys's directors and staff members are as follows (exclusive of VAT):

Director: R2 050-00

Senior Associate: R1 850-00

Associate: R1350-00

Candidate Attorney: R1050-00.

4.2. Unless otherwise agreed to with the Client, Combrink Nel & Associates Inc Attorneys' fees are calculated by multiplying the time spent by its staff members on matters by their respective hourly rates.

4.3. Combrink Nel & Associates Inc Attorneys is entitled to increase its hourly rates from time to time on publication thereof on its website and it will be the Client's obligations to keep itself of abreast of such pricing adjustments.

4.4. In matters where Combrink Nel & Associates Inc Attorneys has provided a specific fee estimate, it will endeavour to attend to such services within such estimate. However, if the services reasonably require more time than anticipated and/or the attention of a more senior member than anticipated, Combrink Nel & Associates Inc Attorneys will charge for, and the Client will be liable for, such services.

4.5. Combrink Nel & Associates Inc Attorneys will invoice the Client for work done during a calendar month at the end of each calendar month, however, Combrink Nel & Associates Inc Attorneys is entitled to send invoices earlier or later in its sole discretion.

4.6. Invoices are due on presentation, failing which they will accrue interest at a rate of 2% (two percent) per month, compounded monthly (on the last calendar day of each month) in arrears from the date on which payment was due until the date of full and final settlement of the outstanding invoice and accrued interest.

4.7. All payments must be made in the currency invoiced by Combrink Nel & Associates Inc Attorneys in immediately available funds, by electronic funds



transfer, into the bank account nominated by the Combrink Nel & Associates Inc Attorneys in writing. All invoices must be settled free of exchange, transaction, banking and/or transfer costs. If payment is being made in a foreign currency, Combrink Nel & Associates Inc Attorneys reserves the right to adjust its fee to cater for, inter alia, the cost of currency exchange and bank fees.

4.8. The Client is obliged to settle all of Combrink Nel & Associates Inc Attorneys's invoices irrespective of whether a Client's lawsuit or matter succeeds, or has the desired effect anticipated by the Client, the Client decides to not proceed with the matter or terminates its engagement with Combrink Nel & Associates Inc Attorneys.

4.9. Other fees will be charged as follows:

Regional / Magistrates Court / CCMA / Tribunal		
1	Fees taking instructions and opening of file	R 500.00
2	Drafting of letters (at hourly rate if letter more than 2 pages)	R 110.00
3	Perusing of any documents and pleadings (per page)	R 110.00
4	E-mails sent and attending to printing thereof (per page)	R 110.00
5	E-mails received and attending to printing thereof	R 110.00
6	Telephone calls (at hourly rate billed per minute)	minimum R110.00
7	Overseas calls (at hourly rate billed per minute plus costs of call)	minimum R250.00
8	Attending to serve and file (at hourly rate billed per minute)	minimum R110.01
9	Attending to delivery of documents (at hourly rate billed per minute)	Hourly rate
10	Copies and printing - per page	R 4.50
11	Traveling per km	R 4.50
12	Travelling time	Hourly rate
13	Time spent waiting at Court	Hourly rate
14	Time spent on preparation for Trial and preparation for other Court appearances	Hourly rate
15	Drafting letter of Demand	R 250.00
16	Disbursements, (e.g., accounts of correspondent attorneys, couriers, registered post, stamps, travelling by bus, taxi, train or air, car rental, parking, telephone costs, costs of experts, Advocates or other attorneys)	Actual Cost thereof
17	Drafting of all Notices	R 250.00

18	Drafting Affidavits (set fee of R250.00 unless more than 2 pages)	Hourly rate
19	Drafting Particulars of Claim (R125.00 per page) or at hourly rate if so elected	per page R125.00
20	Drafting of Combined Summons	R 350.00
21	Drafting of all Agreements (initial costs of template plus hourly rate)	template and Hourly rate
22	Drafting of Plea (R125,00 per page) or at hourly rate if so elected	per page R125.00
23	Warrant of Execution	R 250.00
24	Drafting Supporting Affidavit on Warrant per page	R 125.00
25	Re-Issue of Warrant of Execution	R 250.00
26	Research	Hourly rate
27	Drafting Heads of Argument	Hourly rate
28	Consultations	Hourly rate
29	Appearances at Court	Hourly rate
30	Resolution and other short documents, if more than 2 pages hourly rate)	R 250.00
31	Attendance to any upliftments and pagination at Court	Hourly rate
32	Preparation of Brief for Counsel	Hourly rate

High Court / Labour Court / Supreme Court of Appeal / Constitutional Court		
1	Fees taking instructions and of opening file	R 500.00
2	Drafting of letters (at hourly rate if letter more than 2 pages)	R 110.00
3	Perusing of any documents and pleadings (per page)	R 110.00
4	E-mails sent and attending to printing thereof (per page)	R 110.00
5	E-mails received and attending to printing thereof (per page)	R 110.00
6	Telephone calls (at hourly rate billed per minute)	minimum R110.00
7	Overseas calls (hourly rate billed per minute + costs of call)	minimum R250.00
8	Attending to serve and file	minimum R110.00
9	Attending to delivery of documents	Hourly rate
10	Copies and printing - per page	R 4.50
11	Traveling per km	R 4.50
12	Travelling time	Hourly rate
13	Time spent waiting at Court	Hourly rate
14	Time spent on preparation for Trial and other preparation court appearances	Hourly rate
15	Drafting letter of Demand	R 250.00



16	Disbursements, (e.g. accounts of correspondent attorneys, couriers, registered post, stamps, travelling by bus, taxi, train or air, car rental, parking, telephone costs, costs of experts, Advocates or other attorneys)	Actual Cost thereof
17	Drafting of all Notices	R 510.00
18	Drafting Affidavits (initial costs of template plus hourly rate)	Hourly rate
19	Drafting Particulars of Claim	per page R125.00
20	Drafting of Combined Summons	R 510.00
21	Drafting of all Agreements (initial costs of template plus hourly rate)	Hourly rate
22	Drafting of Plea (R125,00 per page) or at hourly rate if so elected	per page R125.00
23	Writ of Execution	R 510.00
24	Drafting Supporting Affidavit on Warrant	R 510.00
25	Re-Issue of Writ of Execution	R 510.00
26	Drafting Settlement Agreements (initial costs of template (R3000.00), plus hourly rate)	Hourly rate
27	Research	Hourly rate
28	Drafting Heads of Argument	Hourly rate
29	Consultations – hourly fee as stipulated under General	Hourly rate
30	Appearances at Court with an Advocate	Hourly rate
31	Resolution and other short documents	Hourly rate
32	Attendance to any upliftment's and pagination at Court	Hourly rate
33	Preparation of Brief for Counsel – hourly rate	Hourly rate

General / Agreements / Non-litigious		
1	Acknowledgment of Debt	R 2,500.00
2	Power of Attorney	R 950.00
3	Hourly Rates billed as set out above	
4	Daily Rates - charged at 10 hours	
5	Payment made by the Attorney to a Third Party / or client	R 150.00
6	Collection Commission on all deposits into the Attorney Trust account for and behalf of the client,	10% of the amount deposit with a max of R1500-00
7	Necessary work done on a Saturday, Sunday or Public Holiday or before 08h00 or after 17h00 on any business day, the tariff applicable will be charged at double rate	Double hourly rate
8	Windeed Search - per search	R350.00
9	Copying and printing of Photographs per page	R16.50

10	CD - per CD	R40.00
11	Lever Arch File - per File	R40.00
12	EFT Payments	R150.00
13	Issuing of Cheques	R150.00
14	Suretyship	R 2,500.00
15	Agreements (including, but not limited to), such as Sale of Property, Sale of Shares, Sale of Business, Separation, etc.	R500.00 per page
16	WhatsApp Messages communication fee, for each instance of communication, thereafter R20 per message received.	R100.00

5. Combrink Nel & Associates Inc is a registered VAT Vendor and as such is entitled to levy VAT on all fees.
6. I/we hereby expressly:
 - 6.1. ratify all actions undertaken by the attorneys in executing this mandate;
 - 6.2. undertake to pay or cause to be paid all fees, charges, costs and disbursements ("the fees") immediately on presentation of the attorneys' invoice;
 - 6.3. Confirm that Combrink Nel & Associates Inc is authorised to sub-contract, appoint a correspondent, source out a function or functions, part of parts, of my mandate to them.

7. Disbursements

- 7.1. The Client will reimburse Combrink Nel & Associates Inc Attorneys for all reasonable costs incurred by Combrink Nel & Associates Inc Attorneys on the Client's behalf, including but not limited to: costs and charges for printing and photocopying (or similar services), correspondents, lawyers in foreign jurisdictions, advocates, experts, accountants, third party service providers, disbursements and business travel (or similar).

8. Deposits



- 8.1. Combrink Nel & Associates Inc Attorneys is entitled to request that the Client deposit any amount into its trust account prior to commencing or continuing any work and/or incurring any disbursements on behalf of the Client from time to time.
- 8.2. Combrink Nel & Associates Inc Attorneys is entitled to suspend and stop conducting work on a Client's matter should there be any funds outstanding to Combrink Nel & Associates Inc Attorneys (including any deposits requested).

9. Combrink Nel & Associates Inc Attorneys Bank Account

9.1. All payments are to be made into the following bank account:

Bank: First National Bank

Branch code: 250655

SWIFT code: FIRNZAJJ

Trust account:

Account: Commercial Attorneys Trust

Account no.: 62904085984

Business account:

Account: Business Account

Account no.: 62904085190

9.2. The Client acknowledges that:

- 9.2.1. criminals may attempt to induce it to make payments due to Combrink Nel & Associates Inc Attorneys into bank accounts that do not belong to Combrink Nel & Associates Inc Attorneys; and
- 9.2.2. this form of fraud may be perpetrated through emails, letters and electronic or other correspondences that may appear to have emanated from Combrink Nel & Associates Inc Attorneys.



- 9.3. Before making any payment to Combrink Nel & Associates Inc Attorneys, it is the Client's responsibility to verify that the account into which payment will be made is a legitimate bank account of Combrink Nel & Associates Inc Attorneys.
- 9.4. Combrink Nel & Associates Inc Attorneys will not change its bank details by way of email or other electronic communication. The Client undertakes to report to Combrink Nel & Associates Inc Attorneys any correspondence purporting to change Combrink Nel & Associates Inc Attorneys's bank details.
- 9.5. Combrink Nel & Associates Inc Attorneys is a preapproved beneficiary on the FNB Banking system – when making payment from FNB, please search for COMBRINK NEL ATTORNEYS TRUST under the public recipient list and make the payment accordingly.

10. Client Responsibilities

- 10.1. Should the Client's instruction to Combrink Nel & Associates Inc Attorneys relate to, or result in litigation, the Client is hereby made aware of the following:
- 10.2. the Client acknowledges the risk associated with litigation insofar as cost orders are concerned. For clarification, the Client agrees that it is aware that it faces the risk of having to pay the other litigating party's legal fees. Should this scenario occur for any reason whatsoever, these fees will be payable to the other litigating party's attorneys in addition to Combrink Nel & Associates Inc Attorneys's fees and any disbursements associated with the litigation;
- 10.3. Client acknowledges that should it be successful in litigation, and the court makes an order for costs in the Client's favour, that the Client will not recover 100% (one hundred percent) of the legal costs and disbursements it incurred, but only a portion thereof as determined by the taxing master;
- 10.4. Combrink Nel & Associates Inc Attorneys may appoint an advocate to argue the matter on the Client's behalf. The Client is entitled to nominate an advocate to attend to the matter on the Client's behalf. In the absence of such nomination Combrink Nel & Associates Inc Attorneys may appoint any advocate it deems fit for the relevant matter; and
- 10.5. Combrink Nel & Associates Inc Attorneys's appointment of an advocate will not render Combrink Nel & Associates Inc Attorneys liable towards the Client should the court find against the Client or should the Client not achieve the desired results.

11. Termination of Services

- 11.1. Either party may cancel this engagement on written notice to the other party.



- 11.2. Notwithstanding termination, the Client will be liable for all Combrink Nel & Associates Inc. attorneys's fees, costs and disbursements incurred prior to termination.

12. Lien

- 12.1. Combrink Nel & Associates Inc Attorneys has a lien (a right of possession) over all the documents (including documents stored electronically) and monies held on a Client's account until full payment of the outstanding fees have been made. Should a Client appoint a new legal representative, Combrink Nel & Associates Inc Attorneys will release all the documents only upon receiving payment of outstanding fees owing to Combrink Nel & Associates Inc Attorneys.

13. Client Money

- 13.1. Money held on behalf of the Client:
- 13.2. Any money held as a deposit, or any money collected or received from or on behalf of the Client, will be allocated to any outstanding account of the Client.
- 13.3. Money held in Combrink Nel & Associates Inc Attorneys's trust account:
- 13.4. The Client acknowledges that it will not earn any interest on money held in Combrink Nel & Associates Inc Attorneys's trust account as such interest must be paid to the Fidelity Fund in accordance with the provisions of the Legal Practice Act No. 28 of 2014 ("Legal Practice Act") unless otherwise agreed in terms of paragraph 12.3 below.
- 13.5. Section 86(4) investment:
 - 13.5.1. Should the Client instruct Combrink Nel & Associates Inc Attorneys to invest money that Combrink Nel & Associates Inc Attorneys holds on behalf of the Client, the Client must complete Combrink Nel & Associates Inc Attorneys's standard investment mandate. Upon receipt thereof, Combrink Nel & Associates Inc Attorneys will invest such money into an interest-bearing account. All interest earned shall accrue to the Client subject to the provisions of section 86(5) of the Legal Practice Act which provides that the Legal Practitioners Fidelity Fund ("Fidelity Fund") shall automatically sweep 5% (five percent) of the trust interest earned on the section 86(4) trust investment to the nominated Fidelity Fund bank account.



13.5.1.1. The Client acknowledges that money invested in terms of 86(4) of the Legal Practice Act will not be covered by the Fidelity Fund if: (i) payment is not made for purposes of investing such money on a temporary basis only pending the conclusion or implementation of a matter or transaction which already exists or is about to start at the time the investment is made; and (ii) Combrink Nel & Associates Inc Attorneys does not exercise exclusive control over the account as trustee, agent, stakeholder or in any other fiduciary capacity.

14. Liability:

14.1.1. To the extent permissible by law, Combrink Nel & Associates Inc Attorneys will not be liable for any loss that the Client may suffer as a result of: (i) any act or omission of the banking institution concerned regarding any account; (ii) any inability, delay or failure of the banking institution to repay the money on demand; (iii) the identity or choice of the banking institution; and/or (iv) any interest or exchange rate fluctuation.

15. Limited Liability

15.1. Combrink Nel & Associates Inc Attorneys will have no liability of any nature, whether in contract, delict or otherwise, for any losses, damages, costs or expenses ("Losses") whatsoever and howsoever caused arising from or connected with any engagement, except to the extent permitted in terms of common law where such Losses are caused by Combrink Nel & Associates Inc Attorneys's gross negligence or wilful default.

15.2. The aggregate liability of Combrink Nel & Associates Inc Attorneys, of whatsoever nature, whether in contract, delict or otherwise, for any Losses whatsoever caused arising from or in any way connected with any engagement will not exceed the professional indemnity cover received by Combrink Nel & Associates Inc Attorneys in respect thereof.

15.3. The Terms and Conditions will not exclude or restrict any liability of Combrink Nel & Associates Inc Attorneys for fraud or dishonesty if it cannot do so by law.

15.4. Until any action by Combrink Nel & Associates Inc Attorneys is finally and judicially determined (including by conclusion of any appeal) to have been fraud, wilful default or gross negligence, the Client will indemnify on demand



and hold harmless Combrink Nel & Associates Inc Attorneys against all actions, claims, proceedings, Losses, damages, costs and expenses whatsoever and howsoever caused arising from or in connection with any instruction given by the Client to Combrink Nel & Associates Inc Attorneys.

16. Memorandums, Opinions, Comments or Advice

- 16.1. Combrink Nel & Associates Inc Attorneys's engagement with the Client creates rights and obligations between the Client and MJD only. No other person, other than the Client may (i) rely on any memorandum, opinion, comments, advice or other information (collectively referred to as "Advice") given by Combrink Nel & Associates Inc Attorneys; (ii) be protected by such Advice given by Combrink Nel & Associates Inc Attorneys; and/or (iii) enforce any term of these Terms and Conditions with Combrink Nel & Associates Inc Attorneys through any applicable law.
- 16.2. Any Advice given by Combrink Nel & Associates Inc Attorneys will be:
- 16.2.1. in connection with the matter at hand only, may not be relied upon for any other purpose and may not be disclosed to any other person (except to persons who in the ordinary course of the Client's business have access to the Client's papers and records, on the basis that they will similarly make no further disclosure) and may not be filed with any governmental agency or authority or quoted in any public document without Combrink Nel & Associates Inc Attorneys's prior written consent, which will not be unreasonably withheld;
 - 16.2.2. provided on the basis that, except as explicitly stated therein, no Advice is given in relation to any other written agreements nor upon any other related commercial terms;
 - 16.2.3. expressed in respect of, or on the basis of, any legislation, regulation or other governmental directive, which was in force, and on the basis of the provisions thereof, at the time that the Advice was given;
 - 16.2.4. provided on the basis that Combrink Nel & Associates Inc Attorneys has no obligation to update or amend Advice given as a result of events occurring after the date thereof or any existing or antecedent matter or circumstances being brought to Combrink Nel & Associates Inc Attorneys's attention after the date thereof; and
 - 16.2.5. is not "advice" in respect of a "financial product" as defined in the Financial Advisory and Intermediary Act No. 37 of 2002.

17. Communications



- 17.1. Written correspondence and draft documents will be transmitted to the Client via e-mail and/or shared electronic folders. As these forms of media are open to abuse by third parties, Combrink Nel & Associates Inc Attorneys cannot accept responsibility for breaches of confidentiality arising from their use. Documents sent by e-mail must also be treated with caution and not be relied upon as final, as persons other than Combrink Nel & Associates Inc Attorneys's representatives may make amendments thereto without Combrink Nel & Associates Inc Attorneys's knowledge and approval.
- 17.2. Unless otherwise agreed, Combrink Nel & Associates Inc Attorneys will communicate directly with the Client's representatives, or persons whom Combrink Nel & Associates Inc Attorneys reasonably believes to be involved in the matter.
- 17.3. Combrink Nel & Associates Inc Attorneys will not be liable in instances where its filtering software or other virus protection does not function or function adequately and the Client's system is infected by an e-mail or other form of digital information (CD-ROM, DVD, memory stick or the internet).

18. Data Protection and Personal Information

- 18.1. For the purposes of this clause 15, "Personal Information" and "Processing" shall have the meaning prescribed thereto in terms of the Protection of Personal Information Act No. 4 of 2013 ("POPIA").
- 18.2. By engaging with Combrink Nel & Associates Inc Attorneys, the Client provides Combrink Nel & Associates Inc Attorneys with its consent to Process its Personal Information for, inter alia, the purpose of representing the Client and maintaining records as to the legal matters of the Client.
- 18.3. Combrink Nel & Associates Inc Attorneys may disclose that it represents the Client (and utilise the Client's logo in doing so) however, the nature of any confidential instructions from the Client will be kept confidential.
- 18.4. The Personal Information may be transferred to third parties for Processing for, inter alia, attending to matters of the Client and/or internal administrative attendances at Combrink Nel & Associates Inc Attorneys and the Client consents thereto.
- 18.5. Combrink Nel & Associates Inc Attorneys undertakes that all Personal Information will be held securely to the standard directed by POPIA and that it



has bound its third parties and internal administrators to a similar standard as prescribed by POPIA.

19. Retention and Destruction of Documents

- 19.1. In accordance with its policies, Combrink Nel & Associates Inc Attorneys may destroy paper and/or delete electronic files after a period of 5 (five) years after sending the Client the final account of a matter.
- 19.2. In the event that the Client requires Combrink Nel & Associates Inc Attorneys to retrieve any documents from storage, the Client will be liable for all reasonable costs in relation thereto, including but not limited to time spent reading such documents, drafting letters or any other action deemed necessary to comply with such request from Client.

20. Intellectual Property

- 20.1. Combrink Nel & Associates Inc Attorneys retains the intellectual property rights in relation to its work. The Client shall have a licence to use and make copies of such documents prepared by Combrink Nel & Associates Inc Attorneys for purposes of the relevant matter only, unless otherwise agreed.

21. Anti-Money Laundering

- 21.1. Combrink Nel & Associates Inc Attorneys is required to comply with various laws and regulations pertaining to anti-money laundering and terrorism.
- 21.2. The Client will provide Combrink Nel & Associates Inc Attorneys with information to perform "Know Your Client" or due diligence checks within 5 (five) business days from requests therefore. The Client warrants that the information and supporting documents provided to Combrink Nel & Associates Inc Attorneys in this regard is correct and complete in all material respects.
- 21.3. Combrink Nel & Associates Inc Attorneys may be obliged to report any suspicious activity of a Client to the relevant authorities who may prohibit Combrink Nel & Associates Inc Attorneys disclosing to the Client that such a report was made.



21.4. Combrink Nel & Associates Inc Attorneys shall not be liable to the Client for any Losses that the Client may suffer because of ceasing to act on a matter or fulfilling statutory obligations in accordance with this paragraph 20 in a bona fide manner.

22. Address for Receiving of Notices

22.1. The Client chooses the physical, postal and e-mail address, all recorded under the Client's name in the Annexure A (Client FICA), for receipt of all documents and written notices.

23. Disputes

23.1. The parties agree that in the event of a dispute arising in relation to the fees charged by Combrink Nel & Associates Inc Attorneys to the Client, in respect of non-litigious matters ("Dispute"), the Dispute will be subjected to a fees enquiry to be conducted by an authorised sub-structure of the South African Legal Practice Council ("Council"), or any committee duly appointed by the Council, to assess the fees and reasonable disbursements payable by the Client in respect of the performance of work done by the attorney in his or her capacity as a practitioner.

23.2. It is the Client's obligation and responsibility to refer any Dispute to the Council for final determination within a period of 14 (fourteen) days from receipt of the disputed invoice, failing which the Client is deemed to accept the invoice and to the extent necessary, waives its right to dispute same.

23.3. The Client is liable for all costs and disbursements incurred by Combrink Nel & Associates Inc Attorneys in pursuance of debt collection from the Client and any Dispute referred to the Council by the Client.

23.4. Any amounts due to Combrink Nel & Associates Inc Attorneys remain payable to Combrink Nel & Associates Inc Attorneys notwithstanding a Client's referral of a Dispute to the Council and will continue to accrue interest, subject to any determination made by the Council.

24. Amendment to Terms and Conditions



24.1. Combrink Nel & Associates Inc Attorneys may amend the Terms and Conditions by publication thereof on its website. The Client acknowledges that it is the Client's responsibility to keep itself abreast of the Terms and Conditions on the website.

25. Severability

25.1. If any terms or provisions of the Terms and Conditions are or become invalid, illegal or unenforceable, such portion will be deemed to be amended to the extent necessary in order to make the term or provision valid, legal or enforceable or if not possible, will be severed from the Terms and Conditions and the remainder will survive unaffected.

26. Whole Agreement and Non-variation

26.1. The Terms and Conditions will constitute the whole agreement between Combrink Nel & Associates Inc Attorneys and the Client and no amendments or changes to the Terms and Conditions will be of any effect unless reduced to writing and signed by Combrink Nel & Associates Inc Attorneys.

COMBRINK NEL & ASSOICATES Inc. greatly appreciates the opportunity to represent you by providing legal services to you and we look forward to working with you.

