STANDARD TERMS OF ENGAGEMENT

We aim to offer all our clients a professional and efficient service and understand that you will want to know the basis on which we will act for you. This document therefore sets out the terms and conditions on which we will conduct your business. If you have any queries regarding its contents please contact the Attorney responsible for your work, our office manager or our most senior Attorney.

Schliemann Incorporated:
Schliemann Incorporated is a company incorporated in the Republic of South Africa in terms of section 53(b) of the Companies Act 61 of 1973 with registration number 2001/002005/21 and VAT registration number 489 019 2695. Any reference in this document to “we”, “us”, “the firm” or “Schliemann Attorneys”, is a reference to Schliemann Incorporated.

Our professionals:
The word “Attorney” is a title and describes individuals who are Practicing Attorneys, Conveyancers and/or Notaries of Schliemann Incorporated. A list of the Attorneys, Conveyancers, Notaries and Sworn Translators, and their dates of admission and qualifications, is available for inspection at the offices of the firm and on the firm’s website www.schliemann-attorneys.co.za.

Our offices:
We have our principal office in Somerset West at 15 Fairview Centre, Caledon Street, and satellite/secondary offices at Stellenbosch at Blackhorse Centre, corner of Dorp and Market Streets, as well as in Pniel-Johannesdal (Banhoek Valley), at Mountainwood Farm, R310, Banhoek. Maps and GPS co-ordinates for your convenience can be found at: www.schliemann-attorneys.co.za/contact-us. In respect of our satellite/secondary offices, consultations shall be by prior appointment only.

Regulation:
Our Attorneys, Notaries and Conveyancers are admitted by the High Court of South Africa and both our Attorneys as well as Schliemann Incorporated are regulated by The Law Society of South Africa and the Cape Law Society. The rules of the Cape Law Society may be accessed via www.capelawsoc.law.za or by contacting the Law Society of South Africa or the Cape Law Society.
As required by law, we are in possession of a valid fidelity fund certificate, a copy of which may be viewed on our website, or upon request at our principal office.

**Instructions:**
Since you, as client, may well act in your personal capacity, but also in your professional capacity or as a representative of a juristic person, partnership, spouse, sibling or trust, we shall be entitled to accept (and it shall be so deemed to have been accepted) that you and all “related parties” all accept our Terms and Conditions of Engagement set out herein, which includes our relevant fee structure (CHARGES, FEES AND DISBURSEMENTS STRUCTURE). The letter is either already read and understood by and known to you, or you may obtain a copy from our office or view it on our website www.schliemann-attorneys.co.za/fees

We are authorised to take instructions from you and from any other “related party” authorised (or deemed to be authorised) by you to give such instructions to us. Our duty of care is to you as our client and does not extend to unrelated parties.

A “related party” shall mean a Close Corporation of which you are a member, a Company of which you are a Director/Shareholder, a Trust of which you are a Trustee/Beneficiary, a Partnership or Joint Venture of which you are a partner/participant, your spouse, parents, children and any other party on whose behalf you purport to act.

You will ensure that we are supplied with all material information necessary to perform our instructions. It is not our duty to check the accuracy of any information supplied to us by you or by a third party on your behalf. Unless asked to do so and we shall not be required to independently verify any facts or obtain information from any other source, and we shall be entitled to rely on the accuracy of any such information received by us.

**Personnel with conduct of the matter:**
There will be an Attorney responsible for every matter who may, but will not necessarily, have day-to-day contact of it. This will be arranged with you in each individual matter.

You will be kept informed as to the name and status of the Attorney(s) of the firm having conduct of the matter from time-to-time. We may involve other personnel to assist on an ad hoc basis as appropriate. Should you at any stage feel uncertain as far as this is concerned, please do not hesitate to contact our senior partner/director.
If we deem it necessary that the complexity and/or substantial nature of the case warrants it, our client agrees that it may be necessary for more than one Attorney to be involved in handling my case at any one time, and that the assistance of an Advocate (or expert in the relevant field) may be called upon without prior notice at our discretion and at our client’s expense.

Evidence of identity and FICA:
Clients instructing us for the first time will be asked to provide us with evidence sufficient for us to satisfy ourselves as to their identity.

We are legally obliged in terms of the *Financial Intelligence Centre Act, No. 38 of 2001* ("FICA") to:

i) establish and verify the identity of our clients,

ii) if our client is acting on behalf of another person, to establish and identity the identity of that other person, and or client’s authority to act on behalf of that other person and

iii) if another person is acting on behalf of our client, to establish and verify the identity of that other person and the other person’s authority to act on behalf of our client.

For further information please visit the website: [www.acts.co.za/fica/](http://www.acts.co.za/fica/).

If we are instructed to conduct business which is relevant business within the meaning of FICA, then pursuant to this Act and its regulations we are legally obliged to obtain evidence of your identity, your principal’s identity if you are acting as an agent, the beneficial owner(s) where you are instructing us on behalf of another entity, as well as proof of physical address of each (not older than 3 (three) months). Such proof may be (for example) a municipal account, bank statement, utility account or telephone account that is addressed to the physical address of the relevant person concerned.

At our discretion we may use an agency information service provider or credit reference agency to provide us with such evidence electronically. This process may leave a footprint on your credit reference file and those of others whose identities we choose to verify in this manner, such as beneficial owners. The footprint left will indicate that an identification search took place and will only be visible to that person if they subsequently run a further search upon themselves. You are advised that we may use such a service and agree to inform the principal and beneficial owner(s) as appropriate of that fact. We may additionally require you to provide us with documentary evidence of identity.

Our obligations under FICA and its regulations extend to on-going monitoring of identity and we may therefore need to repeat such checks during the course of a matter or on acting for you in the future on another matter. This will apply in particular in the case of trusts, companies and other entities where the structure or trustees, directors, members or partners change. Therefore you are required to
notify us of any change in physical/residential address, change in status or any other relevant information that is required as per our “Client Information Schedule”.

If we incur any costs in connection with the identification/verification procedure we may charge these to you.

Similar laws and/or regulations are being brought into force throughout the United States of America and the European Union.

We may decline to commence or continue work on any matter until such evidence is provided and will not be liable to you if you suffer any loss or damage due to delays in dealing with your instructions because we have not been supplied with the evidence requested.

Please do not make arrangements for any payments to be made to us prior to confirmation that all necessary evidence of identity has been produced or the purposes of FICA.

If any sum of money is received on your behalf before the verification process has been completed, that money will be held until the necessary information has been received or an appropriate clearance has been obtained. We will not be liable to you if you suffer any loss or damage as a result of any delay in the release of such money because we have not been supplied with the evidence requested.

Source of funds:
Schliemann Incorporated is an accountable institution in terms of FICA and as such we are obliged to i) advise the Financial Intelligence Centre as to our clients should they so require, ii) report cash transactions above the prescribed limit, iii) report property in our possession or control related to terrorist and related activities, iv) report suspicious and unusual transactions, and v) report electronic transfers of money in or out of the Republic of South Africa over the prescribed limit.

Accrual and Payment of interest of moneys administered in trust:
We will account to you for interest earned by us on cleared funds held by us on your behalf in a separate designated deposit account. We will not be required to pay you any such cleared funds not kept in a separate designated account, unless you have expressly instructed us in writing and signed the requisite authorisation as provided for by Section 78(2A) of the Attorneys Act (Act No 53 of 1979).

Please note that we are precluded from investing or holding moneys in your favour in an interest bearing account without the prescribed FICA clearance. Any interest accrued on moneys held on our Trust Account which is not invested in terms of Section 78(2A) of the Attorneys Act (Act No 53 of 1979), is paid to the Law Society.
Legal opinions and changes in the law:
Our advice is based on our understanding of the law and practice as at the time it is given. It may be affected by subsequent changes in law and practice. We have no legal obligation to update advice once given and we do not undertake to do so unless specifically agreed.

We may show you a draft of our advice or other document for your comment. You shall not be entitled to rely on a draft until it has been confirmed in writing and titled “opinion”.

Standards of service and complaints:
We aim to provide a high standard of professional service and, if at any time you feel that this is not being maintained, please discuss it with the Attorney responsible for the matter concerned. If any such problem cannot be resolved with the responsible Attorney please raise it with the firm’s senior partner/director. If we are unable to resolve the problem between us, you are entitled to request the Cape Law Society to investigate the matter.

Rates of charge:
**NB:** **THIS PART OF THESE TERMS OF ENGAGEMENT APPLIES TO MATTERS WHERE WE HAVE NOT EXPRESSLY AND IN WRITING AGREED A FIXED FEE WITH YOU. PLEASE READ THIS PART CAREFULLY AND MAKE SURE THAT YOU UNDERSTAND THE CONTENTS HEREOF AS IT DETERMINES THE AMOUNT THAT YOU WILL BE CHARGED FOR SERVICES RENDERED BY SCHLIEMAN INC.**

As a guideline, we have compiled our **CHARGES, FEES AND DISBURSEMENTS STRUCTURE** schedule which reflects standard types of work and/or attendances, provides a projection of costs that can be expected and sets out the applicable rate of the fees, charges and contribution towards costs as at date hereof. Should you not have already received, read and understood them, our under **CHARGES, FEES AND DISBURSEMENTS STRUCTURE** schedule is available at our offices on request and can be viewed on our website (www.schliemann-attorneys.co.za) under **CHARGES, FEES AND DISBURSEMENTS STRUCTURES. YOU ARE DEEMED TO KNOW, UNDERSTAND AND ACCEPT THESE BY SIGNATURE HERETO AND/OR ISSUING US WITH INSTRUCTIONS.***

Initial: __________

Our charging structure is based primarily upon the time spent by Attorneys and others working on the matter, for example in writing letters, drafting documents, in conversation on the telephone, travelling to and attending meetings, court or conferences with counsel, considering implications of fact and law, preparing notes or taking any other action on your behalf.

The underlying reason for the aforesaid hourly rate has been determined taking into account various factors in relation to matters, such as:
a) The structure, capacity to handle work of our Practice.

b) The personal seniority and expertise of the Attorney(s) in the applicable law, subject, and field of commerce.

c) Investigations in regard to both merits and quantum that include *inter alia* research, perusal and review.

d) The complexity and/or urgency of the matter involved.

Should the relevant matter be of an advanced complexity, or the matter require a greater degree of urgency, or the value of the matter at hand create an increase in the risk which exceeds our professional indemnity cover, then the CHARGES, FEES AND DISBURSEMENTS STRUCTURE may be upwardly adjusted by us.

**Annual Increases in CHARGES, FEES AND DISBURSEMENTS STRUCTURE:**
You are hereby made aware (insofar as you are not already), of the hourly charging rate which applies to the responsible Attorneys and any other of our staff attending to/ having conduct of the matter as set out in our CHARGES, FEES AND DISBURSEMENTS STRUCTURE. These rates are periodically revised, usually annually in March, and you will be informed of the revised rates when they change or at any time on request. Unless the fees/rates and costs are specifically revised, they will automatically, and without notice to you, escalate annually on the 1st of March each and every year at the same rate of increase in the Consumer Price Index (CPI) in respect of the preceding period, applicable to the Western Cape Province of South Africa as published in the Government Gazette from time to time or on www.statssa.gov.za

**Time units charged and surcharges:**
Except for consultations, telephonic consultations and drafting (which will be charged in 15 minute time units) time is recorded and charges in five minute units as a minimum. Routine telephone calls and correspondence may be recorded as one unit. In addition, our charges may, where appropriate, be upwardly adjusted from our standard rates to reflect other discretionary factors, including (but not limited to) the value of the transaction, its complexity, the responsibility involved and time constraints. Where it is evident from the outset, that our charges may include such a premium, we will tell you at that time. However, it may be that factors justifying the charge of a premium only develop during the course of a matter and are not evident at the outset; in such cases we will notify you of our intention to charge a premium as soon as practicable.
**Projection and estimation of costs:**
Where practicable, we will give you an estimate of the fees and expenses applicable to your matter. It is often difficult to do so accurately at an early stage of a matter because of unforeseeable contingencies, and in such event we will try to revise any such estimate as the matter develops. Estimates are for guidance only and unless specifically agreed in writing are not intended to constitute binding limits. General estimates of costs that may be expected are reflected in our CHARGES, FEES AND DISBURSEMENTSSTRUCTURE which may be obtained from our offices or on our website www.schliemann-attorneys.co.za/fees

**Interim accounts:**
Interim accounts will be rendered at intervals which we consider appropriate and will not necessarily be rendered on a monthly basis. Payment is due on presentation of accounts. If our client refuses, neglects to or is unable to pay for any reason, then the outstanding amount shall attract interest at the legally prescribed rate from time to time in terms of the Prescribed Rate of Interest Act (Act - 55 of 1975). It is recorded that the current prescribed rate of interest in terms of the aforesaid Act and Government Notice R1814 in Government Gazette 15143 of 1 October 1993 is 15.5% per annum (per year) from date of payment becoming due until date of final payment.

**Rendering of accounts:**
Bills may be rendered periodically during the progress of a matter, including transactional matters, and are payable on presentation. Such bills will be final self-contained bills containing substantially all of our charges for work done during the period described, however it is not necessarily an exhaustive record of attendances.

**VAT (Value Added Tax):**
VAT will also be payable on charges and on taxable expenses incurred on your behalf, except where charges and/or expenses are VAT exempt, zero-rated or outside the scope of South Africa. Our VAT number is 4890192695.

**Deposits:**
Since we have set out a basic fee that can be expected (projections/estimations) in respect of certain types of work, which is set out in our CHARGES, FEES AND DISBURSEMENTSSTRUCTURE, we require an advance payment of such projected cost as a deposit for the work to be done, and ultimately to serve as payment or part payment of the final/actual costs that will be invoiced from time to time.

We may ask you to make deposits (advance payments on account of fees and expenses generally and to keep us covered for fees and expenses from time to time) as the matter proceeds and should
the anticipated/projected time and work required be exceeded. We reserve the right to stop work on any matter if we have not received any payment on account that we have requested, or payment of any bill rendered, on that matter or on any other matter being conducted for you.

Disbursements on your behalf:
In view of the fact that we may/will incur disbursements and fees on our client’s behalf, we are hereby irrevocably and in rem suam (concerning our own client’s affairs or interests) authorised to recover and to receive on our client’s behalf the capital and party and party costs from the defendant and/or plaintiff in any matter and to deduct all fees, unpaid fees or disbursements and interest from the capital amount before payment of the balance of it to our client. This does however not change nor delay the obligation of our client to pay our accounts for fees and disbursements that will be rendered from time to time.

Our client hereby authorises us to pay all outstanding legal fees and disbursements, including but not limited to our legal fees, Counsel’s fees and expert witness fees from the interest and capital sum that may be paid as depositor settlement of any claim or any other moneys that may be held in Trust on our client’s behalf, or on behalf of any related party in which our client has an interest.

Engagement of a legal costs consultant:
We shall be and are entitled to engage a third party who need not be an Attorney (hereinafter referred to as a legal cost consultant) to draw and to tax or to agree with any person against whom a costs order lies, a party and party bill of costs on your behalf and an attorney and client bill (if required) at your own expense, such expense to be equivalent to the charge of the legal cost consultant. Since our client has agreed to our CHARGES, FEE STRUCTURE AND DISBURSEMENTS, our client agrees to waive its/his/her rights to request the drawing and taxation of an attorney and client bill of costs. Although, should our client dispute any of the items or Account in general of Schliemann Incorporated, then our client agrees to accept that the cost incurred by the employment of a legal costs consultant and all attendances by Schliemann Incorporated shall be for our client’s account on the same usual scale of Fees and Schedule of Costs as would normally be applicable in terms of our agreement.

Queries and/or Taxation of our account/s:
Should our client at any stage query or demand a formal taxation of our account, or dispute the amount/s claimed, our client shall nonetheless be obliged to pay the full amount claimed, and, if our client is successful in achieving a downward adjustment of their account, our client will then be entitled to claim repayment of such decrease. We, however, reserve our rights to amplify and/or amend our accounts at any stage prior to receiving payment in full thereof. Our client hereby understands and accepts that their account may be upwardly adjusted as a result of it being queried, reviewed or taxed strictly in accordance with the tariff as agreed, and any discounts granted to our
client by us for prompt payment or otherwise may fall away and the account may be amended or amplified to include items not previously charged for or previously discounted.

**Waiver of Right to tax Accounts and deemed Acceptance of Obligation to Pay**

Should our clients not object to, or place in dispute, any Account, or any portion thereof or item therein, within 30 days of receipt of such account, then failure to do so shall be deemed to be an acceptance thereof and an admission to pay. Thereby our client automatically waiver any right he/she/it may otherwise have to demand a formal taxation of the Account.

**Disputes with clients - our right to charge Attorney and own client costs:**

Should at any stage any dispute arise between us and our client, whether during our contractual relationship or after cancellation (without limiting the generality of type of dispute that could ensure), whether it be regarding our accounts being queried or disputed, or our recovery/enforcement of payment and/or our defending any claims against us, then we shall be entitled to claim our costs and disbursements on our applicable and relevant CHARGES, FEES AND DISBURSEMENTS STRUCTURE scale that is referred to in our agreement herein and shall remain applicable at all times, even after cancellation of our agreement.

**Our retention rights/liens:**

We reserve the right to exercise a lien over our files and any deeds and documents you send us in the course of acting as your Attorneys unless and until all bills rendered to you have been paid in full.

**Party and party costs/Attorney and client costs/Attorney and own client costs:**

Party and Party Costs are legal costs on a tariff prescribed by regulation and published in the Government Gazette. These are applicable to litigation where there is no underlying agreement with the other party in the dispute as to liability for payment of the other party’s costs on a higher scale. These are significantly lower than the Attorney and Client Costs (also sometimes referred to as “Attorney and Own Client Costs”) that Attorneys firms charge their clients, and only apply to a limited type of attendances that are set out in the applicable party and party regulation. The cost tariffs that are applicable at the relevant/current time can be viewed on our website. Please note that there are different tariffs/regulations for High Court, Magistrates’ Court, Labour Court and the Supreme Court of Appeal matters.

Attorney and Client Costs are the costs which an Attorney is entitled to recover from his / her / its own client for the disbursements made by the Attorney on behalf of the client and the professional services rendered by him and are charged at a higher rate than Party and Party Costs in terms of an
agreement between the Attorney and his client. Our CHARGES, FEES AND DISBURSEMENTS STRUCTURE are Attorney and Client Costs.

Costs awards in litigation, adverse costs and process of taxation and recovery
The general rule is that only Party and Party Costs are recoverable from the other party. In order to recover Attorney and Client Costs from the other party, there must be an agreement between the parties to this effect. Most contracts contain a legal costs clause which provides that the defaulting party or party in breach will be liable for the Attorney and Client Costs of the aggrieved party. Without such an agreement, only Party and Party costs are recoverable from the other party.

In Court proceedings it is usual for the losing party to be ordered to pay some or all of the legal costs of the winning party, but this is not inevitable. Even where costs are ordered to be paid by another party, these will not necessarily fully cover all of the legal costs incurred by you. If “Costs” are awarded this generally refers to Party and Party Costs. An irrecoverable shortfall between the Party and Party Costs and the Attorney and Client Costs borne by you will occur where Party and Party Costs are awarded. The other party may also not be able to pay some or all of your costs that they are ordered to pay to you. In ruling on the costs recoverable, the Court may consider the conduct of the parties. You may be able to claim interest on these costs as from date of taxation.

When a Court awards costs to a party, a Bill of Costs is drafted either by that party’s Attorney or by an appointed legal costs consultant. The Bill of Costs is set down for taxation either with the Taxing Master (at a High Court) or the Clerk of the Court (at a Magistrates’ Court) during which the parties’ Attorneys appear before the Taxing Master or Clerk of the Court and argue the Bill. The Taxing Master or Clerk of the Court decides which items on the Bill are allowed and which are disallowed and taxed off based on the representations and argument made by the Attorneys during the taxation of the Bill. Once the taxation of the Bill of Costs has been finalised, and the Taxing Master or Clerk of the Court has decided on the amount of the taxed costs, payment of the taxed costs becomes enforceable against the other party.

Risk of liability for costs payable to others in litigation:
In any court proceedings there is a risk that you may be ordered to pay some or all of the costs of the other party proceedings. This would be in addition to your own (our Attorney and Client costs) costs. In assessing the level of any costs recoverable from you, the Court may consider the parties’ conduct.

You may be ordered by the Court to pay your opponent’s costs of particular elements of litigation as the matter proceeds. Generally you would have to make such payment with 14 days of the order and you should budget accordingly. Similar orders may be made in your favour.
Payment of client’s costs by others by costs award or otherwise:
Even if some other person agrees or is ordered by a Court or tribunal to pay your costs, you remain liable for all Schliemann Incorporated’s fees and expenses as they become due. Payment of our accounts cannot ordinarily be postponed on the basis that they are likely to be, or should be, paid by some other person. However, at your request and expense, we will assist you in recovering the amount payable from the other person.

You have been and are hereby advised that if our client is successful in a matter and a costs award is made on the “party and party” scale, being the tariff prescribed by law (which tariff is less than Schliemann Incorporated’s hourly rate referred to herein and in our CHARGES, FEES AND DISBURSEMENTSSTRUCTURE which may be obtained from our offices or on our website: www.schliemann-attorneys.co.za/fees), our client will still be indebted us in respect of attorney and own client costs which are over and above the costs that our clients are able to recover from the other party on the party and party scale.

Insurance to cover litigation:
Commercial insurance may be available in the market to cover you against the risk of a costs order being made against you in proceedings and/or against the failure to recover your own legal costs from another party in proceedings. Cover is now sometimes included automatically in domestic and motor insurance policies. Please contact us if you require advice on the availability of such products. These insurance products are not provided directly by this firm and no cover is automatically available. We do not act as insurance brokers and we do not guarantee the efficacy of these products.

Use of privileged information and documents:
Legal Professional Privilege (“privilege”) applies to confidential communications made between a legal advisor acting in a professional capacity and his client for purposes of obtaining legal advice. In order for privilege to exist, four requirements must be met, namely i) the legal advisor must have been acting in his professional capacity, ii) the legal advisor must have been consulted in confidence, iii) the communication was made for the purpose of obtaining legal advice and iv) the advice must not facilitate the commission of a crime or a fraud.

You consent to our using confidential or privileged information and documents in our possession where it would be in our interests to do so either to defend a claim against us from a third party, to deal with any disciplinary proceedings to which we may be subject or to deal with any wasted costs application to which we may be subject.

Communication and use of data:
Many clients use, and expect us to use, e-mail for communication with them, with other law firms and with other people involved in their transactions and cases. We now regularly use e-mail for this purpose. However, there are delivery risks in using e-mail. E-mail communication cannot be
guaranteed to be totally secure, as all messages must pass through outside service providers. In common with most other law firms, we do not encrypt our e-mails or password-protect their attachments unless specifically requested to do so. There is also the risk of non-receipt or delayed receipt by the recipient.

We provide laptops and portable drive devices to partners and other fee earners in the firm and permit them to use third party or their own such devices to enable them to undertake work on behalf of clients outside our offices. We also keep one complete hard drive off our premises and one at our Somerset West offices at all times. As with e-mail communication itself, we cannot guarantee that such devices will not be lost or stolen and that the data stored will not be accessed by third parties.

Computer viruses and similar damaging items can be transmitted through e-mails and by introducing computer disks into your system(s). We use virus scanning software to reduce these risks and ask that you do the same. However, it is not possible to eliminate the risk of introducing viruses.

We also provide portable dictation devices to partners and fee earners to undertake work outside our offices. Work dictated on such devices is not encrypted or password protected. Again, we cannot guarantee that such devices will not be lost or stolen and that the data stored will not be accessed by third parties.

If we communicate electronically with or for you or undertake work using portable devices outside our offices, you acknowledge and accept the above risks and hereby release us from all claims, losses, expenses and liabilities caused by such risks and whether arising directly or indirectly out of any such use and/or communication.

In the course of our work we obtain from clients and other personal data to use in the provision of legal services. Unless you notify us to the contrary (see below), you are deemed to consent to our disclosing information to third parties and internationally as necessary to provide these services, including to countries without equivalent laws to those in the Republic of South Africa governing information use. We also aim to provide clients with regular updates on areas of law that may be of interest to them and with other information about this form and the services we provide. To meet these aims we use and maintain contact data on our clients. If you do not wish your data to be used for these purposes, please notify us accordingly by writing to the partner dealing with your work and to our Office Manager. In the absence of such notification we will assume that we have your consent for these activities.

Details of the types of data that we maintain and use for these purposes can be obtained by writing to the firm’s Data Protection Offices at 15 Fairview Centre, Caledon Street, Somerset West, 7130.
Subject to the terms of Data Protection, individuals are entitled to know what personal data the firm holds about them and the reasons for it being retained. If you wish to have access to your personal data you should write to the Data Protection Officer. You may be charged an administration fee for the attendances relating to your request for access to your personal data. You agree to ensure that individuals whose data you supply to us (if any) understand and agree to our use of information as described above.

Storage of papers:
We may destroy our file of papers 5 years after the matter has been completed. After completion of any matter we may (but are not obliged to) microfilm or otherwise store electronically the file of papers in which case the papers may then be destroyed after they have been microfilmed or otherwise electronically stored.

We reserve the right to levy a charge for time spent in the retrieval of files from store. If you ask us to store original documents for you, a charge may also be made for this service.

Engagement of external service providers:
You consent to our engaging external service providers at our discretion to assist us to provide advice and services to you and authorise us to provide information and/or documents which may be or contain privileged and/or confidential information (“the Confidential Information”) to such service providers, provided that we obtain an undertaking from any such service provider to keep confidential and not to disclose to any third parties the Confidential Information without your prior consent in writing. Examples of service providers whom we may use to assist us in provide advice or services to you are photocopying contractors, typing agencies and archiving, storage and retrieval companies. This list is illustrative and is not intended to be exhaustive.

Termination:
You may terminate our engagement by notice in writing at any time. We may decide to stop acting for you if we have good reason and on giving you reasonable notice.

If you or we decide to stop acting for you, you will pay our charges and expenses up to the time of our ceasing to act. In the event of us ceasing to act, these terms will continue to apply where relevant.

Law of South Africa:
These terms of engagement are governed by the Laws of South Africa and it is agreed to submit any dispute arising out of or in connection with these terms to the exclusive jurisdiction of the South African Courts.

If you have any queries about your work or any of the matters dealt with in these terms of engagement, please contact the partner responsible for your work.
Our services:
Our firm provides a wide range of services from its offices to meet the legal requirements of both the business and personal client and we would be happy to discuss these with you and to introduce you to appropriate specialists in the work areas that we cover.

The services we provide are generally the services of a law practice, which includes the Sale and Conveyancing of immoveable property, notarial practice, sworn translation services, accounting and tax advice, future details and explanations can be found on our website, or can be obtained from our offices.

Financial Services:
If during our work for you, you need advice on investments, we may refer you to someone who is regulated by the Financial Advisory and Intermediary Services Act 37 of 2002 (“FAIS”), as we are not.

Agreement:
Your continued instructions in this matter will amount to an acceptance of these terms of business.

This agreement and our CHARGES, FEES AND DISBURSEMENTS STRUCTURE constitute the entire agreement entered into by you and Schliemann Incorporated, and you acknowledge that no further warranties or undertakings or representations (save for those herein contained) have been given or made to induce the conclusion of this agreement.

Non – variation
No variation of any provision of this agreement shall be of any force and effect unless reduced to writing and signed by you and Schliemann Incorporated.

Domicilium Citandiet Executandi: Chosen address where service of notices and procedures will be deemed to have been received
The parties respectively choose the undermentioned addresses for the serving and/or delivering all communications arising out of or in connection with this agreement (domicilium citandiet executandi) as follows:

Schliemann Incorporated: 15 Fairview Centre, Caledon Street, Somerset West.

Client: as per client information supplied at the end of this agreement, or otherwise informed/notified.

***
Initial: __________
Any party shall be entitled to change their *domicilium citandi et executandi* from time to time, and such change shall only be effective upon receipt of notice in writing by the other party thereof and subject thereto that a physical address, facsimile and/or email address are provided.

**Entire Agreement**
This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties.

**Severability of clauses**
Each and every provision of this agreement (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of this agreement. If any of the provisions of this agreement (excluding only those provisions which are essential at law for a valid and binding agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of this agreement shall be and remain of full force and effect.

**Mandate and Fees:**
I, the undersigned, hereby nominate, constitute and appoint Schliemann Incorporated with powers of substitution to be my lawful Attorneys and agents in my name, place and stead on these Terms and Conditions of Engagement and accepting the **CHARGES, FEE STRUCTURES AND DISBURSEMENTS**, to:

1. Act on my behalf in the matter concerning *(circle that which is applicable and delete that which is not applicable)* immovable property / deceased estates / wills / law of succession / inheritance law / tax / fiscal / accounting / commercial / contractual / corporate / criminal / civil litigation / debt collection / matrimonial / environmental and all matters incidental and/or related thereto including but not limited to applications for rescission of judgment, appeal or review and interlocutory applications.

   Initial: ________

2. Make all necessary investigations including the appointment of assessors, accountants, expert witnesses, Counsel (advocates) or outside specialists where Schliemann Incorporated deems such appointment necessary.

3. Negotiate a settlement after discussing same with me, and to agree with the opposing party on figures of settlement and to advise me thereof.
4. Sign my release or discharge for the amount of settlement in order to receive and recover the said amount in the event of my not being able to sign a release or discharge for whatsoever reason.

5. And generally, not affecting the purpose aforesaid, to do or cause to be done whatever shall be requisite, as fully and as effectually, for all intents and purposes as I might or could be if personally present and acting therein, thereby ratifying, allowing and confirming and promising and agreeing to ratify, allow and confirm all and whatever my said Attorney and agent so lawfully do, or because to be done, by virtue of these presents.

6. I confirm that this mandate constitutes adequate notice to me that in the event of me at any time having failed to make payment to Schliemann Incorporated, as is above contemplated, Schliemann Incorporated reserve the right to withdraw from acting for me in any or all matters in which they might be acting. Furthermore, any indulgence by Schliemann Incorporated relating to late payment shall not vary the terms of this agreement.

7. Should I fail to provide information, documentation or respond to requests by my Attorney for instructions, Schliemann Incorporated may lay down and cancel this agreement without prejudice to any claims that they may have against me for fees, costs or damages, and that they shall have an agreed lien (retention right) over all and any documents held (whether the documents were drafted by them or not), until all fees and costs and disbursements have been paid in full.

I have the following matter/s that I require services by Schliemann Incorporated for namely *(please insert type/basis of instruction)*:

_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

***

Initial: ________

I acknowledge and confirm that I have read this entire document, which I have agreed to and accepted, prior to the commencement of any work or instructions, and I agree to remunerate Schliemann Incorporated in respect of fees and disbursements as well as any changes and increases from time to time at the rate as set out in the current **CHARGES, FEES AND DISBURSEMENTS STRUCTURES**, which I know is published on the website www.schliemann-attorneys.co.za and may be updated from time to time and which *(please indicate with an “X”, tick or mark how you know what our CHARGES, FEE STRUCTURES AND DISBURSEMENTS are:***

Page 16 of 18
I have received herewith
I already know and understand, having previously familiarised myself with the contents thereof
I have viewed and read on the website www.schliemann-attorneys.co.za

***

Initial: __________

The related/connected parties are the following (insert names, contact details, identity/registration numbers and addresses):
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

I attach and hand over herewith true copies of the following documentation (please indicate with an “X”, tick or mark which is applicable):

<table>
<thead>
<tr>
<th>Natural Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>South African identity document / passport</td>
</tr>
<tr>
<td>Proof of Residence</td>
</tr>
<tr>
<td>Proof of income tax number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Most recent certificate of incorporation (CM1)</td>
</tr>
<tr>
<td>Notice of Registered office and postal address (CM22)</td>
</tr>
<tr>
<td>Proof of income tax number</td>
</tr>
<tr>
<td>Proof of VAT number</td>
</tr>
<tr>
<td>Register of directors</td>
</tr>
<tr>
<td>Certificate to commence business</td>
</tr>
<tr>
<td>Articles and Memorandum of Association</td>
</tr>
<tr>
<td>Share register</td>
</tr>
<tr>
<td>Founding statement</td>
</tr>
<tr>
<td>Proof of Residence of Directors, Proof of companies physical address</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Close Corporation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Most recent Founding Statement and Certificate of Incorporation (CK1)</td>
</tr>
<tr>
<td>Amended Founding Statement (CK2)</td>
</tr>
<tr>
<td>Proof of income tax number</td>
</tr>
<tr>
<td>Proof of VAT number</td>
</tr>
<tr>
<td>Proof of residence of member, Proof of close cooperation’s physical address</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trust:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letters of Authority</td>
</tr>
<tr>
<td>Trust Deed</td>
</tr>
<tr>
<td>South African identity document / passport of Trustees</td>
</tr>
<tr>
<td>Proof of residence of Trustees</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Partnership:</th>
</tr>
</thead>
</table>
Copy of Partnership agreement

Natural Person: Copy of identity document/passport of each partner if a natural person

Close Corporation: Copy of most recent Founding Statement and Certificate of Incorporation (CK1) and Amended Founding Statement (CK2) if partner is a Close Corporation

Company: Copy of most recent certificate of incorporation (CM1) and Notice of Registered office and postal address (CM22) if partner is a Company

Trust: Trust Deed or other founding document and authorisation by the Master of the High Court in terms of section 7 of the Trust Property Control Act if RSA trust or if foreign trust then official document reflecting same details as required for RSA trust

Foreign Company: Official document issued by the authority for recording the incorporation of companies of the country of incorporation of the foreign company, witnessing its incorporation and bearing its name and number of incorporation and the address where it is situated for purposes of incorporation and name under which business is conducted in the country of incorporation; name under which business is conducted in RSA; address from which operates in the country of incorporation, or if multiple offices, its head office; address from which it operates in RSA, or if multiple offices, the address of the office seeking to establish a business relationship or enter into a transaction with Schliemann Inc.

Another Legal Form: constitution or founding document in terms of which the legal person is created.

-----------------------------
Initial: __________

DATED AT _______________________ ON THIS THE ___ DAY OF __________________ 2012.

__________________________
(signature)

__________________________
Print full names of client:

DATED AT _______________________ ON THIS THE ___ DAY OF __________________ 2012.

SCHLIEMANN INCORPORATED

SOMERSETWEST
15 FAIRVIEW CENTRE
CALEDON STREET
SOMERSETWEST
7130
PO BOX 1503, SOMERSET WEST, 7129
TELEPHONE: 021-8527511
FAX: 021-8527540
E-MAIL: sosueme@telkomsa.net

STELLENBOSCH
BLACK HORSE CENTRE
C/O DORS & MARK STREETS
STELLENBOSCH
7600
PO BOX 1503, SOMERSET WEST, 7129
TELEPHONE: 021-8828995
FAX: 021-8527540
E-MAIL: sosueme@telkomsa.net

PNIEL-JOHANNESDAL
MOUNTAINWOOD FARM
R310, BANHOEK
PNIEL-JOHANNESDAL
7681
PO BOX 1503, SOMERSET WEST, 7129
TELEPHONE: 021-8828995
FAX: 021-8527540
E-MAIL: sosueme@telkomsa.net