

GENERAL TERMS OF ENGAGEMENT TO PROVIDE LEGAL SERVICES

OVERVIEW

These “General Terms of Engagement” sets out the terms and conditions upon which the MC Botha Inc. agrees to render the services of professional legal advisors in any matter where instructions are received from a client to act on the client’s behalf.

This document forms part of a suite of documents comprising a “Letter of Engagement”, these “General Terms of Engagement”, the instructions received from the client and a “Take-on Letter” issued by MC Botha Inc. and constitutes a composite agreement regulating the rendering of professional services by the MCB Botha Inc. to any client.

This document refers to or incorporates the following documents issued by MC Botha Inc. that may be accessed electronically at the following addresses:

- These, General Terms of service – mcbbotha.law/terms
- Privacy Statement – mc.botha.law/Privacy;
- POPI Manual – mcbbotha.law/POPI
- PAIA Manual - mcbbotha.law/PAIA_Manual

1. GENERAL

- 1.1 The signatories to any “Letter of Engagement”, or “Take-on Letter” issued by MC Botha Inc. or the person issuing any new instruction to MC Botha Inc. warrant their authority to act on behalf of and bind the Client contractually in relation to any instruction given to MC Botha Inc.
- 1.2 Paragraph headings in this agreement are for convenience only and shall not be considered in the interpretation hereof.
- 1.3 Unless inconsistent with the context, an expression which denotes:
 - (a) any one gender includes the other gender.
 - (b) a natural person includes an artificial person and vice versa.
 - (c) the singular includes the plural and vice versa.
- 1.4 Any document or information referred to in this Agreement and capable of being accessed electronically, via the internet or otherwise, shall be deemed to be incorporated in this Agreement in accordance with the provisions of the Electronic Communications and Transactions Act No. 25 of 2002.
- 1.5 If any provision in a definition is a substantive provision conferring rights and imposing obligations on any party, notwithstanding that it appears only in this

interpretation clause, effect shall be given to it as if it is a substantive provision of this agreement.

- 1.6 Any reference in this agreement to any legislation, is a reference to that legislation as at the signature date and as amended thereafter from time to time.
- 1.7 References to days, months or years shall be construed as Gregorian calendar days, months, or years.
- 1.8 The rule of construction that in the event of ambiguity, the contract shall be interpreted against the party responsible for the drafting thereof, shall not apply in the interpretation of this agreement.
- 1.9 The termination of this agreement shall not affect such of the provisions of this agreement as expressly provide that they will operate after any such termination or which of necessity must continue to have effect after such termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.10 This agreement shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the parties as fully and effectually as if they had signed this agreement in the first instance.
- 1.11 Reference to any party shall be deemed to include any such party's estates, heirs, executors, administrators, trustees, permitted assigns or liquidators.
- 1.12 When any number of days is prescribed in this agreement, the days shall be reckoned exclusive of the first and inclusive of the last, unless the first or last day falls on a Saturday, Sunday, or public holiday in which case the last day shall be the next succeeding day which is not a Saturday, Sunday, or public holiday.

2. DEFINITIONS

In this document, unless the context clearly indicates otherwise:

- 2.1 Act means the Legal Practice Act No. 28 of 2014, as amended.
- 2.2 Association means the Association of Arbitrators (Southern Africa) NPC.
- 2.3 Auditors means the auditors of the Firm, from time to time.
- 2.4 Claim means any claim against the Firm, its directors, and/or Professionals arising out of the provision of the Services, regardless of whether such claim is based on contract, delict or any other right in law.
- 2.5 Client means any person or entity that engages the Firm to render the Services.
- 2.6 Costs means the internal cost to the Firm directly related to rendering the Services, including the cost of telephone calls, data transmission,



- photocopies, document scanning, electronic searches, and the like.
- 2.7 Deposit means any amount that the Firm, in its sole discretion and at any time after receipt of an Instruction, may request the client to pay to cover the costs of reasonably anticipated Fees and Disbursements to be incurred in relation to an Instruction.
- 2.8 Disbursements means, collectively, all Costs and Expenses.
- 2.9 ECA means the Electronic Communications and Transactions Act No. 25 of 2002
- 2.10 Expenses means the out-of-pocket expenses incurred by the Firm while rendering the Services, including Advocate's Fees, Sheriff's Fees, correspondent attorney fees and expenses, courier charges, expert fees, travel and accommodation costs and the like.
- 2.11 Fees means the Professional Fees to be raised by the appointed Professional for rendering the Services. Unless specifically agreed to the contrary in writing, Fees will be raised at the agreed hourly rate and in the absence of agreement, at the maximum non-litigious rate recommended by the LPC.
- 2.12 FIC Act means the Finance Intelligence Centre Act No 38 of 2001.
- 2.13 Firm means MC Botha Incorporated, Registration Number 2022/737764/21.
- 2.14 Instruction means any instruction by the Client to the Firm to render Services in relation to any existing or potential transaction, dispute or rendering of advice, confirmed by a Take-on-Letter.
- 2.15 Limit means any written limit a Client may impose on its Fee and Disbursement exposure in relation to any particular Instruction;
- 2.16 LoE means a "Letter of Engagement" to be issued by the Firm to a new Client for signature, before commencing with the rendering of any Services.
- 2.17 LPC means the Legal Practice Council, established by the Act to regulate the conduct of legal



- Professionals admitted as attorneys or advocates.
- 2.18 Mandate means the mandate granted by the Client to the Firm to render the Services required in relation to any Instruction, as recorded in the LoE, the Terms, the Instruction and the Take-on Letter, all of which are to be read together and interpreted in accordance with Clause 4;
- 2.19 PAIA Act means the Promotion of Access to Information Act, No. 2 of 2000, as amended.
- 2.20 PAIA Manual means a manual published by the Firm in compliance with section 51 of the PAIA Act and the POPI Act, which may be accessed at www.mcbotha.law/PAIA-Manual.
- 2.21 Personal Information means personal information as defined by the POPI Act relating to the Client, including such information that the Client, the Client's holding company, any of the Client's respective subsidiaries, affiliates, consultants, or advisors, or any of their respective employees provide to the Firm, to enable the Firm to execute the Mandate, any matters necessitated by the Mandate and any matters incidental thereto.
- 2.22 PI Policy means any professional indemnity insurance cover taken out by the Firm which seeks to indemnify Clients against any losses or damages incurred or suffered by the Client because of intentional, reckless, or negligent conduct on the part of the Firm, its directors, and/or Professionals in discharging Mandate.
- 2.23 POPI Act the Protection of Personal Information Act, No. 4 of 2013.
- 2.24 POPI Manual means the manual compiled in terms of Section 51 of the PAIA Act, to address the requirements of the POPI Act which may be accessed at www.mcbotha.law/POPI-manual.
- 2.25 Professional means any qualified attorney, candidate attorney or para-legal appointed by the Firm to render the Services.
- 2.26 Services means the services as Professional attorneys or conveyancers, duly registered in terms of the



- Act, to be rendered by the Firm to a client in relation to an Instruction.
- 2.27 Take-on Letter means a communication from the Firm to the Client in response to and confirming a new Instruction.
- 2.28 Terms These “General Terms of Engagement to Provide Legal Services”, reflecting the terms and conditions upon which the Firm agrees to render the Services.
- 2.29 Trust Account means an attorney’s trust account regulated under the Act and opened by the Firm in its name with a registered commercial bank.

3. APPOINTMENT AND INSTRUCTION

- 3.1 If a Client requires to appoint the Firm to render Services for the first time, the Firm shall require the Client to sign a LoE.
- 3.2 In any matter where the Firm receives a new Instruction, before commencing with the rendering of Services, the Firm shall address a Take-on Letter, potentially comprising two separate communications, to the Client, namely:
- (a) A communication advising the Client that the Firm will commence with the rendering of Services in relation to the Instruction. This communication shall:
 - (i) Acknowledge the Instruction.
 - (ii) Inform the Client of the names, contact details and Fees to be charged by the Professionals at the Firm responsible for providing the Services.
 - (iii) Confirm that such Services will be rendered in terms of the LoE and the Terms.
 - (b) Where deemed appropriate by the Firm in view of the nature and complexity of an Instruction, a separate communication summarising the subject matter of the Instructions, the factual matrix provided by, and the objectives agreed with the Client. If the Firm does not record the Instructions or the agreed objectives correctly, please notify the responsible Professional immediately.
- 3.3 The Firm shall commence with the rendering of Services immediately after it has received from the Clients, a signed copy of the LoE (required only at the initial appointment of the Firm to render Services) and a Take on Letter in respect of an Instruction.
- 3.4 Unless the Client have instructed us in advance to the contrary in writing, any conduct by the Client or the Client’s agents relating to any Instruction dealt with by the Firm on the Client’s behalf, that could be construed by the Firm as an instruction to commence, or to continue to act for the Client, will amount to an acceptance of



these Terms without any need for the Client expressly to agree to them (whether orally or in writing).

- 3.5 The Firm may propose a variation or addition to these terms (which will apply not only to the Client but to other clients bound by similar terms) at any time, on notice to the Client in writing.

4. **INTERPRETATION**

- 4.1 If there is any conflict between the wording of the various documents constituting the Mandate, such conflict shall be resolved granting the following interpretational order of preference:

- (a) First, the Take-on Letter.
- (b) Second, the Terms.
- (c) Third, the Instruction.
- (d) Lastly, the LoE.

- 4.2 If any clause or provision of the Mandate is deemed as being unlawful, unconstitutional, or invalid, such defect shall not render the entire Mandate unlawful or unenforceable and shall be excised from the Mandate only to the extent necessary to overcome or avoid the defect.

5. **RESPONSIBLE PROFESSIONAL**

- 5.1 The Professional responsible for dealing with an Instruction and their contact details will be recorded in the Take-on Letter.

- 5.2 During the Client's relationship with the Firm, it is possible that the Client will engage the Services of further Professionals not mentioned in the Take-on Letter. If this were to happen:

- (a) The Terms will equally apply to the Services to be provided by such further Professionals.
- (b) The Fees to be charged by such Professionals will be either the Fees negotiated and agreed with such Professional in writing or, in the absence of agreement, the customary Fees raised in relation to the Service provided.

6. **FEE RATES**

- 6.1 The Fees charged by the responsible Professional in respect of matters handled on Client's behalf will vary from matter to matter and will be determined by the nature and complexity, and the degree of risk involved.

- 6.2 Fees are related to time and effort and are raised with reference to an agreed an hourly rate. The Fees will vary depending on:

- (a) The complexity and urgency of the matter.
- (b) The degree of risk.



- (c) The seniority and experience of the Professional dealing with the Client's matter.
 - (d) Where and when the work is performed for the Client.
- 6.3 All activities are billed on a standard costing approach where each activity is allocated a standard time value and costed with reference to the agreed Fees.
- 6.4 In litigation matters, and unless agreed to the contrary, the Firm's Fees will be based on the higher of the appropriate court regulated tariff, or the Fees agreed with the responsible Professional.
- 6.5 Depending on the nature of the work, alternative fee structures may be agreed in writing.
- 6.6 The Firm reviews its charge-out rates annually on 01 March and reserves the right to adjust the Fees in sympathy with fluctuations in the market, in particular the inflation rate.
- 6.7 If an Instruction involves Litigation, the Client will have an exposure to a portion of the legal costs incurred by the other party, if a court finds against the Client or considers such an order just. If this were to happen the costs will be evaluated by the court. Likewise, if the court finds in the Client's favour the Client may be able to recover a portion of its costs from the other side.

7. DISBURSEMENTS

- 7.1 Fees do not include Disbursements. Disbursements are for the Client's account and are billed as separate items on the Client's accounts.
- 7.2 Expenses are charged at cost. The Firm may ask the Client to pay a Deposit to cover such Expenses before they are incurred by the Firm.
- 7.3 Costs will be charged to the Client and recovered from the Client on an ongoing basis. A list of the current Cost rates is available on request. The Client's attention is specifically drawn to the fact that an electronic transmission Cost may be raised for each email which is transmitted by the Firm in relation to any Instruction.

8. VAT

- 8.1 All Fees and Disbursements are quoted exclusive of VAT which is payable by the Client.
- 8.2 Appropriate tax invoices and statements will be supplied monthly.

9. BILLING ARRANGEMENTS

- 9.1 The Firm will account to the Client monthly to keep the Client abreast of costs incurred by the Client in relation to matters handled on the Client's behalf.
- 9.2 All accounts are accompanied by a summary of the work carried out up to the date of the invoice. This summary may be truncated or expanded to meet the Client's needs. Please contact the Firm if the information provided in the monthly accounts do not meet the Client's specific requirements.



- 9.3 If the Client have any query on any of the Firm's statements or invoices, please raise this immediately with the Professional attending to the Instruction.

10. PAYMENT

- 10.1 The Firm's invoices are due and payable on or before the end of the month following the date of invoice (i.e. 30 days from Invoice).
- 10.2 Unless agreed expressly to the contrary in writing, the Firm shall have the right to appropriate from any amounts held by it on Trust Account on behalf of the Client from time to time, as may be necessary to defray Disbursements incurred on the Client's behalf, or to pay interim or final Fees.
- 10.3 Payment of the Firm invoices shall be made without deduction or set-off and the Client shall not be entitled to withhold or suspend payment of any Fees or Disbursements incurred by of whether such Fees or Disbursements were incurred in the Client's name or in the name of the Firm.
- 10.4 For security reasons, the Firm prefer for the Firm's accounts to be paid by way of an inter-bank credit transfer. For the Client's convenience the Firm's bank account details are reflected on the Firm's monthly statements and undertake to provide the Client with such supporting documentation as the Client may need to verify the accuracy of the Firm's banking information independently. **However, due to the sophistication and prevalence of accounting and internet fraud, the Firm cannot warrant that the bank account details appearing on the monthly statements are accurate. For such reason the Firm is compelled to insist that the Client performs an independent bank account verification process, before making any electronic payment to the Firm. The Firm will not accept any liability if any electronic payment by the Client is made into an incorrect banking account if the Client failed to verify the Firm's banking and account information independently.**
- 10.5 If the Client pay in cash, please insist on a receipt against effecting payment to avoid any possible misunderstanding. The Firm reserves the right to refuse any cash payment greater than R2 000.
- 10.6 If the Client pays by way of an electronic funds transfer, the Client is requested to provide the Firm with an electronic copy of the deposit slip to assist the Firm with identifying the payment.

11. INTEREST

If payment of the Firm's accounts is not received on or before the due date for payment, interest will be charged at a rate of 1,25% per month and shall be calculated monthly in arrears and compounded.

12. ESTIMATES, LIMITS AND DEPOSITS

- 12.1 Estimates of Fees and Disbursements provided by Professionals are given for guidance only, based on the information available to the Professional and may not be regarded as quotations.
- 12.2 The Client is entitled to agree on a Limit with the Firm, in advance and in writing. Whilst the Firm cannot guarantee that it will achieve the desired outcome or



objective within the Limit, every reasonable effort will be made to do so. If the Limit is reached, the Professional dealing with that matter will notify the Client thereof, suspend further services and await the Client's further instructions about continuing or abandoning the Instruction to which the Limit applies. The Client acknowledges that, particularly in relation to litigation matters, it may not be possible to impose a Limit, nor is it possible to limit the Client's liability in relation to the cost of the opposing party.

12.3 The Firm may require the Client to pay a Deposit and may, in its sole discretion, suspend Services until the Deposit is fully paid. Subject to the provisions of clause 12, the Deposit will be retained in Trust Account, to be dealt with in accordance with the Terms. Unless agreed expressly to the contrary in writing, the Deposit is intended to be held against payment of the final account to be rendered to the Client and the Client are expected to settle interim accounts without recourse to such amounts.

12.4 The Client acknowledges and accepts the risk associated with the suspension of Services by the Firm whilst the Firm awaits instructions regarding an adjustment to the Limit or any Deposit remains unpaid.

13. LITIGATION (WHERE APPLICABLE)

13.1 The Firm will raise its charges for Fees and Disbursements based on the agreed rates reflected in the Take-on Letter. The rates reflected in the Take-on-Letter are unrelated to and not based on any tariff of fees laid down by any competent body in relation to litigation in any court or tribunal.

13.2 If the Client is successful in litigation, the Client may be entitled to recover the Client's costs from all or some of the opposing litigating parties by virtue of a court order. Please note that such an order:

- (a) is at the discretion of the court.
- (a) quasi-judicial bodies and other tribunals usually do not make cost orders.
- (b) the Client will be personally liable to the Firm for the Fees and Disbursements due to it, regardless of any cost order made against the Client's opponent.
- (c) it is probable that the Client's opponent will not be ordered to pay the full amount the Client has to pay to the Firm, and even if the Client is successful in the litigation, the Client will remain obliged to pay all the Firm's Fees and Disbursements without any regard to any favourable cost order.
- (d) the Firm's account will remain due and payable in accordance with the Terms, while the amount that the Client may be able to recover from the Client's opponent will take longer to be finalised and collected.
- (e) if the Client's opponent is funded by legal aid, the Client is unlikely to recover any costs even if the Client are successful.
- (f) the Client's opponent may be unwilling or unable to pay either the sum for which the Client have been given judgment or the costs the opponent has been ordered to pay. If that happens the Client remains obliged to pay all the Firm's Fees and Disbursements.



- (g) the Firm will assist the Client to recover any costs that the Client are entitled to recover from the Client's opponents, as part of its Mandate, against payment of the agreed or usual Fees and Disbursements.

13.3 If the Client is unsuccessful, the Client may be ordered to pay the Client's opponent's costs as in addition to the Fees and Disbursements due by the Client to the Firm.

14. PERSONAL INFORMATION

14.1 To fulfil the Mandate in respect of Instructions, the Firm is required to process the Client's Personal Information. The privacy statement by the Firm reflecting the way in which the Personal Information of the Client will be used and protected may be accessed at mcbotha.law/Privacy_Statement.

14.2 In terms of section 51 of the PAIA Act, read with the POPI Act, the Firm is required to make available to the public a manual complying with the requirements of both pieces of legislation. In compliance with the applicable legislative requirements the Firm published:

- (a) the PAIA Manual meeting the requirements of the PAIA Act, accessible at mcbotha.law/PAIA_Manual;
- (b) the POPI Manual in accordance with the PAIA Act, to address the requirements of the POPI Act, accessible at mcbotha.law/POPI_POLICY;

14.3 The Firm will process the Personal Information for, amongst others:

- (a) performing Services on the Client's behalf in accordance with and subject to the Mandate.
- (b) maintaining records as prescribed by enabling legislation; and
- (c) assisting the Firm to detect and prevent fraud and corruption and to combat money laundering activities.

14.4 Accordingly, the Firm is required by legislation to obtain the Client's consent to process the Personal Information as indicated above. By signing the LoE and the Client consents to the Firm processing the Personal Information to:

- (a) carry out the Instructions.
- (b) protect the Client's legitimate interest; and
- (c) when necessary to pursue the legitimate interest of the Firm or a third party to whom the Personal Information is supplied.

14.5 The Client may object, at any time, to the processing of Personal Information by completing **Form 1** (Annexed) and by providing reasonable grounds for such objection. The Client's objection may be refused if the processing of such Personal Information is required in terms of legislation.

14.6 Personal Information is collected specifically for functions and activities relating to the Firm. Records of Personal Information will not be retained for longer than is required to achieve the purpose for which the information was collected or subsequently processed, unless:



- (a) a longer retention of the record is required or authorised by law.
- (b) the Firm reasonably requires the record for lawful purposes related to its functions and activities.
- (c) retention of the record is required by a contract between the Firm and the parties thereto; or
- (d) the Client or a competent person, where the information relates to a child, have consented to the retention of the record.

14.7 The Firm will take reasonably practicable steps to ensure that the Personal Information is complete, accurate, not misleading and updated where necessary, considering the purpose for which the Personal Information is collected and further processed. By signing the LoE the Client confirms that any Personal Information which the Client may provide is the Client's Personal Information, which is true, correct and not misleading.

14.8 To ensure the integrity and confidentiality of the Personal Information in its possession or under its control, the Firm agrees to take the appropriate, reasonable, technical and organisation measures to prevent any damage to or unauthorised access to or unauthorised loss, destruction, or processing of the Personal Information.

14.9 The Firm will destroy or delete all its records containing Personal Information, or de-identify it, as soon as reasonably practicable after it the Firm is no longer authorised to retain such records.

15. FICA COMPLIANCE

15.1 The Firm is compelled to register as an accountable Institution In terms of the (the "FIC Act") and is bound by this legislation to ensure that all clients are verified in terms of the FIC Act.

15.2 The LoE shall list the documents which must be submitted to the Firm's offices, prior to any Instructions being accepted or any Services being rendered by the Firm.

16. INTELLECTUAL PROPERTY

16.1 If the Services results in the creation of intellectual property, and unless agreed otherwise in writing, such intellectual property shall remain with the Firm and are made available to the Client for use by the Client in relation to the purpose for which the relevant Services were rendered.

16.2 All proprietary and moral rights in relation to the intellectual property shall remain with the Firm.

17. AUTHORITY

The Firm is given the usual authority given to Professionals to act on the Client's behalf as necessary or incidental to all the Client's Instructions attended to by the Firm on the Client's behalf. This authority includes (but is not limited to) the authority to incur all such Disbursements the Firm reasonably considers necessary or desirable for the proper discharge of the Mandate.



18. PROFESSIONAL DUTIES

- 18.1 To discharge its Mandate, the Firm will, throughout the handling of the Instruction, rely on the Client to supply all necessary instructions, information and documents promptly and advise the Firm immediately of any relevant change in circumstances.
- 18.2 The advice provided by the Firm relates to the specific instructions and circumstances which the Client provide. When seeking any advice from the Firm the Client may not rely on any advice provided by the Firm under different circumstances. Unless specifically instructed otherwise by the Client, the Firm will not update, or review advice previously provided to the Client to consider recent events or changes in the relevant factual or legal matrix.
- 18.3 The Firm is free to act for any other person, subject to any legal requirements to which the Firm is obliged to adhere and subject to the provisions of the Terms.
- 18.4 The responsible Professional dealing with the Instruction will advise the Client if they become aware of any new instruction which is received by the Firm from a third party which could result in a conflict of interest. If the relevant Professional dealing with the Instruction becomes aware of a conflict of interest, they will notify the Client and if this occurs at or shortly after the commencement of the Instruction the Firm reserves the right, at its election and after discussion with the Client, to withdraw from the relevant Instruction. If the Firm withdraws, it will provide the Client with all reasonable assistance needed to hand over the relevant Instruction to the Client's new advisors. The Client will however remain liable for all Fees and Disbursements incurred by the Firm until the date on which the Client instruct the Firm to hand the Instruction over, or the date upon which the Firm withdraws from that matter (whichever occurs first).
- 18.5 The Firm's acceptance of an Instruction shall not preclude the Firm from:
- (a) continuing on behalf of any client with any instruction adverse to the Client's interests (including any litigious matters against the Client) which the Firm received before the Client signed the LoE;
 - (b) taking on new instructions adverse to the Client's interests, which flow from or are related to any instruction contemplated in clause 18.5(a), even after the Client have been a client for some time;
 - (c) accepting any future instructions from any of the Firm's existing clients (or their related companies or business structures) against the Client (including in litigious matters), and such appointment or mandate shall not oblige the Firm to terminate any Mandate granted by the Client or to withdraw from any Instruction.
- 18.6 The Firm will not disclose any of the Client's confidential information which it obtains because of acting for the Client, other than as necessary to carry out any Mandate, other than to:
- (a) any person employed by the Firm or appointed to assist in the Client's matters, subject to clause 18.8;



- (b) any other persons expressly permitted in these terms of engagement.
 - (c) its insurers or insurance intermediaries.
 - (d) any person otherwise entitled at law to demand same.
- 18.7 Similarly, the Firm will not disclose to the Client any confidential information which it has obtained because of acting for any other client.
- 18.8 If the Client cease to be a client of the Firm, the Client acknowledges that the Firm will not have any ongoing fiduciary obligation to the Client, but for the obligation not to disclose the Client's confidential information. Accordingly, the Firm will be entitled to act for any existing or future clients against the Client and the Client's interests, be it in litigation or otherwise, unless the Firm is in possession of information confidential to the Client which is relevant to the matter in which the Firm represents a different client against the Client or the Client's business interests.

19. **LIMITATION OF LIABILITY**

- 19.1 In this clause 19, whenever reference is made to the Firm it shall include the Firm (and its successors in practice), its directors, past directors, employees, and past employees (in whose favour, where applicable, the provisions of this clause constitute a stipulation for the benefit of a third party, capable of acceptance by all or any of them at any time).
- 19.2 To protect and secure the interests of the Firm's clients, the Firm has affected the PI Policy.
- 19.3 The extent of the Firm's liability to the Client in respect any Claim, shall be limited to the net amount recoverable by the Firm under its PI Policy and becomes payable to the Client. In this regard the Client waives any Claim whatsoever (including claims for damages, loss, interest, costs, expenses or otherwise), irrespective of how such Claim may arise:
- (a) which the Client may have against the Firm above the amount recovered by the Firm from its insurers under its Policy responding to the Claim, after deducting from such amount any costs incurred by the Firm or its insurers or underwriters in investigating, quantifying, disputing, and bringing the Claim to finality, if such deductions are authorised by the Policy.
 - (b) which the Client may have against the Firm under section 19(3) of the Companies Act, 2008, as amended or substituted or otherwise; and
 - (c) any Claim by any third party because of any work done, or omitted to be done, whether negligently or in breach of obligations to the Client or otherwise, by the Firm or the responsible Professional for the Client or on the Client's behalf.
 - (d) which is not covered by the PI Policy.
- 19.4 Details of the PI Policy, Firm's insurers, and extent and nature of the Firm's indemnity insurance will be made available on request.



- 19.5 Whilst the Firm will make every effort to ensure that an appropriate PI Policy is in place, it gives no undertaking that there will be a PI Policy in place responding to the Claim or that if there is such PI Policy in place that it will be sufficient to cover the Client's Claim.

20. INVESTMENTS AND FOREX

- 20.1 If the Firm are asked to hold funds on the Client's behalf in the Trust Account, the Firm may do so in:
- (a) a non-interest-bearing Trust Account; or
 - (b) an interest-bearing investment Trust Account, if specifically instructed by the Client to do so.
- 20.2 The Client will be requested to indicate the Client's investment preference when entrusting funds to the Firm. In the absence of any specific instruction the Firm will retain the Client's funds in a non-interest-bearing trust account.
- 20.3 If the Client instructs the Firm to invest Client funds in an interest-bearing Trust Account, the Client acknowledges and accepts that:
- (a) the Firm is obliged in terms of LPC Rules to obtain a signed investment authority from the Client, before any such investment may be affected.
 - (b) the Firm will be raising a monthly admin fee on the amount invested in an interest-bearing Trust Account which amount will be paid to the Firm by the relevant banking institution and deducted from the interest payable to the Client.
 - (c) the investment authority and the monthly administration fee will be made available to the Client upon request.
- 20.4 The Client acknowledges that:
- (a) foreign exchange transactions may be subject to obtaining the express approval of the South African Reserve Bank, which approval might be delayed or refused altogether.
 - (b) the Firm cannot guarantee any rate of exchange, or that the requisite approval for the transaction will be obtained without delay, or at all.
 - (c) the Client agrees that the Client will not hold the Firm liable for any losses that may be caused through any fluctuation in the relevant exchange rate, or for any delay in or failure to obtain approval for any foreign exchange transaction.

21. TERMINATION OF MANDATE

Without prejudice to its other rights and remedies, the Firm will have the right to suspend or terminate its mandate in relation to any Instruction, or entirely, by giving the Client notice by email addressed to any email address used by the Client or the representatives for instructing the Firm if, inter alia:



- 21.1 the Client fails to provide any information or instructions needed by the Firm in relation to an Instruction promptly, or to advise the Firm timeously of any relevant change in circumstances.
- 21.2 the Client fails to pay any account for more than 60 (sixty) days after due date for payment.
- 21.3 the Firm determines, in its sole discretion, that it is not able to perform or execute an Instruction properly, ethically, or morally.
- 21.4 the Firm takes a decision to withdraw from any matter under its mandate in the circumstances set out in clause 18.

22. FILE STORAGE

- 22.1 After completion of a matter, the Firm will only be obligated to store such information in relation to the Client's matter as may be required of it by the applicable legislation and thereafter the Firm is entitled to destroy that information.
- 22.2 The Firm will only store anything in relation to any matter in which the Firm was instructed by the Client beyond what it is obliged to do by law, if a written agreement is reached between the Client and the Firm regarding the costs for the storage, retrieval from storage and supplying of document copies from storage.

23. COMPLAINTS

- 23.1 If the Client is unhappy with the Firm's services, please tell us immediately.
- 23.2 If the problem is not resolved to the Client's satisfaction, will the Client please contact any of the Firm's Directors or Admin Manager on +27 (041) 100 0080 who are committed to investigating and resolving the complaints.

24. ACCEPTANCE

The Client is requested to notify immediately in writing if the Client is not satisfied with or does not accept any of the Terms, as it will form the contractual basis upon which the Firm will render the Services to the Client.

25. MISCELLANEOUS

25.1 Entire Agreement

The LoE, the Terms, the Instruction and the Take-on Letter records the entire agreement and understanding between the parties as to the Mandate and merges all prior discussions between them.

25.2 Time of the Essence

Time shall be of the essence of this agreement in all respects.

25.3 Value Added Taxes

- (a) All Fees and Disbursements are quoted by the Firm exclusive of VAT, where applicable.
- (b) The Client shall pay all taxes (including VAT) that becomes payable because of the rendering of the Services.



25.4 Relaxation and Waiver

- (a) No relaxation which the Firm may allow the Client about the Client's obligations under the Mandate shall prejudice any of the Firm's rights or be regarded as waiver of any such rights.
- (b) No express waiver by the Firm of any default or breach of the Mandate by the Client shall be interpreted as a waiver of any subsequent breach by the Client.

25.5 Notices and Domicilii

- (a) The Firm and the Client nominates their respective addresses reflected in the LoE as the addresses at which each of them will accept service of all legal process or notices.
- (b) Either party shall be entitled to nominate an address in substitution for an address set out above at any time by giving the other party hereto 21 (Twenty-One) days' written notice of such change of address.
- (c) Any notice to be given in terms hereof shall be given by delivery thereof by hand to the hand delivery address above provided for the addressee, or by posting by registered mail to the address above provided for the addressee.
- (d) Any notice or letter posted by registered mail to the address above provided for shall be deemed to have been received 5 (FIVE) days after the date of posting thereof.
- (e) Where Electronic Communication is used to send messages or notices, the onus shall be on the sender to prove delivery of the message or notice to the addressee's electronic mailbox.

25.6 Amendment

This agreement may only be amended, modified, or discharged in whole or in part, if done in writing and signed by all both the Firm and the Client.

25.7 Applicable Law

All matters and disputes relating to or arising from these Terms shall be determined in accordance with the laws of the Republic of South Africa, in Nelson Mandela Bay, South Africa.



25.8 Severability

If any term or provision of these Terms are held invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall continue in full force and effect.

25.9 Deemed Incorporation

- (a) The Mandate is constituted by a suite of documents comprising of the LoE, these Terms, the Instructions and the Take-on Letter and forms the contractual basis for the Services rendered by the Firm to the Client.
- (b) This agreement is referred, and its terms are, by reference, incorporated in all to in all LoE's concluded between the Firm and its clients.
- (c) Electronic access to the Terms is provided by way of an electronic link inserted in, inter alia, the LoE and the Take-on Letter address to the Client by the Firm.
- (d) Accordingly, the contents of the Terms are, by virtue of the provisions of the ECT Act, deemed to be incorporated in the Mandate and binding on both the Client and the Firm in relation to any Instruction, as if each party has signed a physical copy of the Terms in manuscript.

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20 May 2023. Ver 1.1**



FORM 1

OBJECTION TO THE PROCESSING OF PERSONAL INFORMATION IN TERMS OF SECTION 11 (3) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013) REGULATIONS RELATING TO THE PROTECTION OF PERSONAL INFORMATION, 2018

[Regulation 2.]

Note:

1. Affidavits or other documentary evidence as applicable in support of the objection may be attached.
2. If the space provided for in this Form is inadequate, submit information as an Annexure to this Form and sign each page.
3. Complete as may be applicable.

A	DETAILS OF DATA SUBJECT
Name(s) and surname/ registered name of data subject:	
Unique Identifier/ Identity Number	
Residential, postal or business address:	
	Code ()
Contact number(s):	
Fax number / E-mail address:	
B	DETAILS OF RESPONSIBLE PARTY
Name(s) and surname/ Registered name of responsible party:	
Residential, postal or business address:	
	Code ()
Contact number(s):	
Fax number/ E-mail address:	
C	REASONS FOR OBJECTION IN TERMS OF SECTION 11 (1) (d) to (f) (Please provide detailed reasons for the objection)

Signed at this day of 20

Signature of data subject/designated person

