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1. Terms of Business
 - 1.1. These terms and conditions (“Terms”) will apply to the relationship between you and us in general during our engagement by you and to each specific matter. We may vary these terms from time to time and will notify you in writing when we do so.
2. Important Paragraphs
 - 2.1. Consumer Protection Act
 - 2.1.1. If you are a consumer as defined in the Consumer Protection Act 68 of 2008 (“Consumer Protection Act”) we have a duty to point out certain important terms to you. The paragraphs which contain these important terms and reasons why they are important are set out below.
 - 2.2. Limitation of our Liability
 - 2.2.1. Paragraphs 5.5, 6.1, 10.4, 11, 12, 13 and 15.5 are important because they limit and exclude obligations, liabilities and legal responsibilities that we may otherwise have to you. they also limit and exclude your rights and remedies and place various risks, liabilities, obligations and legal responsibilities on you.
 - 2.3. Assumption of Risk
 - 2.3.1. Paragraphs 10.3 and 10.4 are important because they contain assumptions of risk by you and may limit you rights and remedies against you.
 - 2.4. Acknowledgement of Fact
 - 2.4.1. Paragraphs 5.1, 5.2 and 5.3 are important because they each contain an acknowledgement fact by you. You must read each paragraph carefully as they set out how monies are held on your behalf.
 - 2.5. Indemnity
 - 2.5.1. Paragraph 13 requires you to indemnify (hold us harmless) us against claims that may be made against us in certain circumstances – this may place various risks, liabilities, obligations and legal responsibilities on you and we may claim payment from you of the amount of these claims.
3. General Terms of Engagement
 - 3.1. Scope of Engagement
 - 3.1.1. You and we will agree on the scope of our engagement for each Matter when necessary.
 - 3.2. Our Advice to You
 - 3.2.1. The engagement only creates rights and obligations between you and us. No other person:
 - 3.2.1.1. May rely on advice we give you;
 - 3.2.1.2. Is intended to be protected by our advice or other services and other obligations; or
 - 3.2.1.3. May enforce any term of your engagement with us through any applicable law.
 - 3.3. Taking Instructions and Duty of Care
 - 3.3.1. We will treat only you as our client for professional purposes. You agree that we may take instructions from you and any other person whom we reasonably believe you have authorised to instruct us. Our duty of care is only to you as our client, it does not extend to your holding company, subsidiaries, affiliated companies or other third parties unless we agree otherwise in writing.
 - 3.4. No Promises, Prediction or Guarantee



3.4.1. By appending your signature hereto, you confirm that our firm has made no promises, prediction or guarantee to you concerning the outcome of your matter/s and nothing in this agreement shall be construed as a promise, prediction or guarantee.

3.5. Time Frames

3.5.1. We will take reasonable steps to complete our mandate and give you any deliverables in the timeframes agreed with you or as soon as is reasonably possible in the circumstances.

3.6. Updating Advice

3.6.1. We will give you advice based on our understanding of the relevant statutes, case law and practice as at the time we give the advice. Subsequent changes in law and practice may affect the advice but we are not obligated to update advice in line with these changes unless we have specifically agreed with you to do so, in writing.

4. Fees

4.1. Agreement

4.1.1. We will agree our fees for any Matter with you at the appropriate time.

4.2. Fee Estimate

4.2.1. Any fee estimate we give you for a Matter is based on our knowledge of the Matter and our assessment at the time we give you the estimate of the amount of work needed to fulfil our instructions. Should a quotation have been provided our firm shall use its best efforts to ensure that it remains within the parameter of the prospective costs, however, should any unforeseeable costs arise, our firm

will inform you, whereafter you will consider the variation of the costs and provide instructions thereupon within 3 (THREE) days, at the very latest and depending on the process, from receiving such notice by our firm. You, by your signature hereto, acknowledge that although our firm may from time to time for your convenience furnish you with estimates of the amount of fees which our firm anticipate will be charged with respect to services to be performed under this agreement, such estimates are by their nature inexact and are not binding on either our firm or you.

4.3. Matter is Proceeding to Trial

4.3.1. When a matter is proceeding to trial, you will be requested to deposit into our firm's account an amount which will be sufficient to cover us for future fees and disbursements which may be incurred in preparing for trial and the trial itself. Our firm will advise you, in due course, of the anticipated deposit in this regard should the case be. It is essential to note that, until our firm has been furnished with the aforesaid deposit, our firm shall not perform any work thereon nor be considered as your attorney of record. Once more you indemnify and hold us harmless for any loss or damage howsoever arising and of whatsoever nature.

4.4. Hourly Rates

4.4.1. The basic hourly rates as contained in the schedule hereto are subject to review and changes by us on a periodic basis. In the event of such change our firm shall afford you 30 (THIRTY) day's notice prior to invoking



such change and you shall be presumed to have agreed to the new basic hourly rates unless your written advice to the contrary is received by us within 10 (TEN) days of such notification.

4.5. Reimbursements

4.5.1. You must reimburse us for:

4.5.1.1. costs and charges for printing and copying (or similar services) and of counsel, experts and accountants (or similar service providers), we undertake or engage on your behalf; and

4.5.1.2. disbursements (third party expenses, such as external search fees) and business travel (or similar) expenses which we incur.

4.5.1.3. Messenger and other delivery fees, postage, research, travel expenses, parking, meals and hotel accommodation plus hourly fees during travel time, photocopying and other means of reproduction, word processing charges, witness fees, investigators fees, experts, consultant's fees and other similar items.

4.5.2. In addition to the foregoing. Debits will be raised to your account from time to time in respect of disbursements to counsel, correspondents, deputy sheriffs and the like.

4.5.3. In our discretion, telephone calls shall be charged for as if they are consultations. This will obviously depend upon the nature and duration of the telephone call in question.

4.6. Travel Time

4.6.1. Our fees may include time spent travelling, on your instructions, for

the purposes of the Matter.

4.7. VAT

4.7.1. Where we are required to charge VAT, we will charge VAT in addition to any of the above amounts. Any specific arrangement in an engagement letter or other similar document that pertains to the applicable rate of the VAT (zero rate or the standard rate); is specifically incorporated into these Terms.

4.8. Nature of matter

4.8.1. Regardless of the nature of the matter, our firm will charge for time spent on your matter at the rate set out on the cover page, and not in accordance with any applicable tariff rates unless otherwise expressly agreed upon in writing by the parties.

4.9. Minimum Fee for Any Attendance

4.9.1. An hour is divided up into two parts, being the first half hour or part thereof and the second half hour or part thereof. The minimum fee for any attendance done by our firm, is half an hour.

4.10. Taxation or Assessment

4.10.1. In the event of us requiring any account of the firm to be taxed before a Taxing Master or assessed by the Law Society, then in the event of such account after taxation or assessment being higher than the initial account rendered by our firm, you agree to pay not only the drawing fee, taxation fee and assessment fee of such account/Bill of Costs, but also the higher amount on taxation or assessment, all of which are to be paid on



demand forthwith.

4.11. Interest on Outstanding Debts

4.11.1. An attorney and client fee will be reflected on an invoice which you may receive during any particular month or attached to your month-end statements of account, from time to time. All debits are payable immediately on presentation of an invoice, and outstanding debits attract interest at the rate of 9% per annum, a tempore morae. Our firm shall raise our invoices on a monthly basis so that you can track the expenses of your legal fees.

4.12. Suretyship

4.12.1. By appending your signature hereto, you personally bind yourself as surety and co-principal debtor in solidum with any principal, person or party who may be reflected as the client on the cover page hereof and waive any rights which you may have in terms of the legal exceptions, which you acknowledge herein that you are fully aware of such defenses.

5. Billing and Payment Terms

5.1. Billing

5.1.1. We will bill at times arranged with you, or otherwise at intervals we consider appropriate for the Matter.

5.2. Payment and Interest

5.2.1. You must settle your account within 14 days. We may charge interest on amounts outstanding up to the legally allowed rate or exercise a lien over any documents or monies we possess regarding bills that are not paid within that time. Please note that in the

event of the interim attorney and client charge being unacceptable to you, you are requested to notify us in writing within 7 (seven) days of the date of the specified invoice that the said charge is unacceptable failing which the said charge shall be deemed to be fair and reasonable. Kindly note that should your account not be paid upon receipt; our firm may suspend any further work on your matter and withdraw as the attorney of record. Should our firm have no choice but to proceed with instituting legal proceedings against you to recover our fees, you hereby consent to the magistrate's court having jurisdiction over you despite the amount claimed and furthermore consent to judgment thereof as well as costs relating thereto on an attorney and own client scale.

5.3. Withholding or similar tax

5.3.1. You must pay all sums free of any withholding tax or other relevant deduction (a 'Withholding'), except as required by law. If the law requires a Withholding, you must pay us such amount as will leave us with the same amount we would have received in the absence of a requirement to make a Withholding.

5.4. Ending the engagement for a Matter

5.4.1. If you inform us that you have decided not to proceed with the Matter (at all or for the foreseeable future) we may submit our bill to you for all work undertaken.

6. Your money

6.1. Funds Held on Your Behalf

6.1.1. If we hold your funds on



deposit, or if we have collected or received funds on your behalf, we will apply them to settle any outstanding accounts you owe us.

6.2. Funds Held in Our Trust Account.

6.2.1. You will not earn any interest on funds we hold in our trust account, because we must pay any interest to the Legal Practitioners' Fidelity Fund established under the Legal Practice Act 28 of 2014 ('Fidelity Fund').

6.3. Section 86(4) Investment.

6.3.1. If you specifically request us to invest funds that we hold on your behalf for a Matter, you must complete our standard investment mandate. We will then invest those funds in an interest-bearing call account. You will then benefit from the interest earned, after deducting such percentage of the interest as accrues to the Fidelity Fund in terms of section 86(5)(b) of the Legal Practice Act (currently 5%).

6.3.2. These funds invested in terms of section 86(4) will not be covered by the Fidelity Fund if:

6.3.2.1. The payment is not made for the purpose of investing such money on a temporary or interim 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

6.3.2.2. We do not exercise exclusive control over the account as trustee, agent, stakeholder or in any other fiduciary capacity.

6.4. Liability

6.4.1. As far as the law allows, we will not be liable for any loss you may suffer arising from:

6.4.1.1. any act or omission of the banking institution concerned regarding any account;

6.4.1.2. any inability, delay or failure of the banking institution to repay the funds on demand;

6.4.1.3. the identity or choice of banking institution; or

6.4.1.4. any interest or exchange rate fluctuation.

7. Internal and external resources

7.1. Appropriate Resources

7.1.1. We will involve our employees (including partners) as well as other third parties working for, or with us, whom we consider appropriate for our engagement with you. Our policy is to involve persons of an appropriate level of seniority to perform your mandate, having regard to the nature of the work.

7.2. External Resources

7.2.1. There may be times where we need to instruct advisers on your behalf (for example local counsel in another jurisdiction). We do not accept liability for the acts, errors, omissions, or the fees of these advisers or service providers.

7.3. Liability in Terms of Advisors

7.3.1. Our firm will not accept liability for the acts, omissions or the fees of advisers instructed on your behalf.

8. Information and Documentation

8.1. Relevant and Accurate Information

8.1.1. We will perform our mandate based on the information you give us, and



you agree:

- 8.1.1.1. to ensure that we receive all the information that may affect our mandate, including any information about a change in circumstances that may influence the position;
- 8.1.1.2. we are not obliged to determine if the information you give us is accurate or complete; and
- 8.1.1.3. unless you ask us, and we agree in writing, we will not perform any audit, due diligence or other procedure to verify information we receive.

8.2. Draft Documents

8.2.1. We may send you drafts of documents we produce, such as letters of advice or reports for your review, while working on a Matter. You cannot rely on a draft until we finalise its contents and confirm this in writing.

8.3. Conflict Between Finalised Documents

8.3.1. Multiple copies and versions of finalised documents may exist in different media. In the case of any discrepancy, the signed hard copy version will prevail.

9. Confidential information and disclosure

9.1. Confidential Information

9.1.1. We will respect the confidential nature of any information ('Confidential Information') you or your advisers give us.

9.2. Disclosure

9.2.1. Subject to paragraph 16, we will not disclose any Confidential Information to anyone without your prior

consent, except:

- 9.2.1.1. where the law, rules or a court order requires us to do so. We will only do this after we have informed you and (where possible and permitted) taken action, at your cost, to contest the disclosure;
- 9.2.1.2. to anyone (including any of your other advisers) who may be able to assist us with the Matter and we believe it is appropriate for them to know the Confidential Information, taking into account your interests;
- 9.2.1.3. to our professional indemnity insurers or legal advisers, and
- 9.2.1.4. to selected third parties such as suppliers of word processing, translation, waste disposal agencies, IT services and other suppliers who assist us in legal, finance, administrative and other roles, and who will or may have access to Confidential Information as part of their function.

9.3. Necessary Disclosure

9.3.1. If we are required to disclose Confidential Information, such as in the situations above, we will take all reasonable steps to secure and ensure your Confidential Information is protected.

9.4. Other Clients

9.4.1. We owe a similar duty of confidentiality to all of our other clients ('Other Clients') as we do to you. We will not disclose any information Other Clients give us to you, without their



consent, even if the information is material to your Matter. You agree that we do not owe a duty of disclosure to you in relation to such information.

9.5. Other Matters

9.5.1. There may be times when we act for Other Clients on matters where their interests differ from yours and your Confidential Information is material to the Other Clients' matters. You agree our duty of confidentiality to you will be satisfied by putting in place appropriate safeguards, in line with applicable law or practice. You agree that you will not seek to prevent us from acting for Other Clients simply because we hold your Confidential Information.

9.6. Your Duty of Confidentiality

9.6.1. We may assume that you comply with all your confidentiality obligations to third parties regarding any information disclosed to us.

9.7. No Instruction from You

9.7.1. If you contact us about a potential matter, but decide not to proceed, you agree that we may act for Other Clients whose interests may differ from yours, if we protect your Confidential Information with the appropriate safeguards.

9.8. Sharing your Confidential Information

9.8.1. We may share your Confidential Information internally, including with any firm with which we have entered into a joint venture, alliance or collaboration arrangement, for:

9.8.1.1. checking conflicts of interest

between matters; or

9.8.1.2. determining generally whether to accept instructions from you or another client.

10. Conflicts of interests

10.1. Conflict of Interest Procedures

10.1.1. We have procedures designed to prevent us acting for one client in a matter where there is, or there is a significant risk of, a conflict of interests with another client ('Conflict'). If you are aware of a possible Conflict, please inform the partner responsible for the Matter immediately.

10.2. Unrelated Matters

10.2.1. We are a full-service law firm that represents many clients, nationally and internationally, over a wide range of industries and businesses and in a wide variety of matters. For this reason, we may represent Other Clients whose interests may differ from yours or any of your affiliates on matters that are not substantially related to your Matters (an 'Unrelated Matter').

10.3. No Disqualification

10.3.1. If we represent you or any of your affiliates in a Matter this does not disqualify us from representing Other Clients in any Unrelated Matter. Us acting in Unrelated Matters does not breach any duty we owe you or your affiliates, if we abide by the applicable laws.

10.4. Decision to Act

10.4.1. If a Conflict arises, we may decide to act for you, the Other Client, both or neither. We will decide this based on applicable laws, best practice and



your and the Other Client's interests and wishes.

10.5. Your Affiliates

10.5.1. You agree that each of your group companies (whether parent, subsidiary, affiliate or holding company) shall be considered a separate entity for Conflicts purposes. Our duties related to Conflicts only extend to group companies which we have agreed in writing to represent in a Matter.

10.6. Acting for Multiple Clients

10.6.1. In certain cases, we may have more than one client actually or potentially interested in the same subject matter, transaction, or competing for the same asset (for example the acquisition of a company being auctioned, a tender for a contract or proving claims in insolvency). In such cases we are free to act for more than one client in line with the relevant laws.

10.7. Fulfilling Different Roles

10.7.1. If the Matter does not proceed, we will protect your Confidential Information, but we may take on other roles in relation to the Matter in accordance with the relevant rules of confidentiality.

11. Communications

11.1. Communicating with You

11.1.1. Unless you specify otherwise, we may communicate directly with your employees or your other advisers as we consider appropriate and who we reasonably believe are involved in the Matter and can assist us with providing the Services to you.

11.2. Email Communication

11.2.1. We will communicate with you and your advisers about the Matter (including Confidential Information) by email, unless you instruct us otherwise.

11.3. Follow-up

11.3.1. Email communications are not totally secure or error-free. We use filtering software to reduce spam and harmful viruses entering our systems. As there is a risk of filtering out legitimate correspondence, you should not assume that we receive every email. Please follow up important communications by phone, post or fax.

11.4. Liability for Viruses

11.4.1. We are not liable if our filtering software or other virus or electronic protection does not function and your systems are infected by any email or other form of delivery of information (such as CD, DVD, memory stick or via the internet) from us.

11.5. Monitoring

11.5.1. As far as the law allows, you agree that we may monitor electronic communications to ensure compliance with our legal and regulatory obligations and internal policies.

12. Proportionality

12.1. Proportionate liability

12.1.1. If we are liable to you for any loss (including interest and costs) in respect of any breach by us of our engagement or mandate, and another person or entity is also liable to you for the same loss, any compensation we have



to pay you will be reduced in proportion to the responsibility of the other person for the same loss (as set out in paragraph 11.2).

excludes or restricts any liability to the extent that it may not be excluded or restricted by applicable law, regulation or rules.

12.2. Extent of Responsibility

12.2.1. In determining the existence and extent of the responsibility of the other person or entity for the loss, no account will be taken of any agreement limiting the amount of damages that person or entity is liable for, or any actual or potential shortfall in recovery of this amount (whether this is due to settling or limiting claims, or any other reason).

13.4. No Individual Liability

13.4.1. You agree that, regarding the Services we provide you:

13.4.1.1. your only contractual relationship related to any Matter or Services, is with us (not our individual partners, directors, employees, consultants or agents);

13.4.1.2. as far as the law allows, no individual who is a partner, director, employee or agent of, or consultant to us accepts or assumes responsibility to you or to anyone else for Services we provided to you. This applies even if you granted them a direct power of attorney (for example, to represent you in litigation);

13.4.1.3. you will not bring any claim in connection with the Services we provide you whether on the basis of contract, delict (including negligence), breach of statutory duty or otherwise directly, against any of our individual partners or directors or against any of our employees, agents or consultants; and

13.4.1.4. this will not limit or exclude our liability for the acts or omissions of our partners, directors, employees, agents or consultants.

13. Limits to liability

13.1. Limits to our Liability

13.1.1. As far as the law allows, our aggregate (total) liability (of any nature) to you, or any third party, will not exceed the proceeds of any professional indemnity cover we actually receive or that our insurers pay to you. If there is no professional indemnity cover or no proceeds from such professional indemnity cover are received by us or paid to you, then our aggregate liability will be limited to three times the amount of our fees on the relevant Matter.

13.2. Liability of our Individual Employees

13.2.1. The aggregate liability (of any nature) to you, or any third party (as set out above) also applies to the liability of our individual partners, directors, employees, consultants, agents or other persons acting for or controlled by us or for whom we are legally responsible.

13.5. Indemnity

13.5.1. As far as the law allows, you indemnify us against any claim made against us by:

13.3. Application as Far as the Law Allows

13.3.1. Nothing in these Terms



13.5.1.1. any of your subsidiaries, associates, affiliates or shareholders which may not have signed an engagement letter on these Terms or substantially similar terms and for whom we perform a mandate; or

13.5.1.2. any third party to whom you disclose our advice, unless we provide our written agreement for that third party to be able to rely on our advice to you.

13.5.2. You, furthermore, hereby indemnify us against any damage, claim or loss arising from attending to any legal process, notwithstanding the contents of this mandate, whilst our firm not placed in funds in your matter.

13.5.3. You further undertake to be truthful and in the circumstances that our firm relies on any misrepresentation by you, you hereby hold us harmless and indemnify us against any loss or damage howsoever arising and of whatsoever nature.

14. Consumer Protection Act

14.1. Regulation by the Consumer Protection Act

14.1.1. If these Terms or any goods or services provided under these Terms are regulated by the Consumer Protection Act, all the provisions in these Terms must be treated as being qualified, to the extent necessary, to ensure compliance with the provisions of the Consumer Protection Act.

14.2. Liability in terms of the Consumer Protection Act

14.2.1. No provision in these Terms:
14.2.1.1. does or intends to

limit or exempt us from liability (including loss that resulted, directly or indirectly, from our gross negligence or deliberate default or that of any other partner, director, employee or other person acting for or controlled by us), so far as the law does not allow this limitation or exemption; or

14.2.1.2. requires you to assume risk or liability for this kind of loss referred to in paragraph 14.2 so far as the law does not allow such an assumption of risk or liability.

15. Anti-money laundering and sanctions

15.1. Legal Requirements

15.1.1. Various laws and regulations on anti-money laundering and terrorism apply to us. When we ask you to give us relevant information to perform know your client (KYC) or customer due diligence (CDD) checks (for example, verification of identity or evidence of source of funds) you must give us this information promptly.

15.2. Reporting

15.2.1. We may have to report any suspicious activity to the relevant authorities and obtain their prior consent before continuing to act. They may also prohibit us from informing you that we have made such a report (for example a tip-off).

15.3. Sanctions

15.3.1. We are also subject to various sanctions regimes which may be specific to certain jurisdictions, entities or individuals. These sanctions may be arms embargoes, other trade restrictions or



financial restrictions. You must notify us as soon as possible if you become aware that a Matter may lead to a breach of any sanction.

- 15.4. Cessation of Matter or termination
 - 15.4.1. Where we believe that our work on the Matter may involve a breach of anti-money laundering or terrorism law or regulation, or any applicable sanction, we may cease working on the Matter immediately and terminate our mandate.
- 15.5. No Liability
 - 15.5.1. We will not be liable to you for any loss, damage or delay you may suffer as a result of our:
 - 15.5.1.1. ceasing to act in accordance with paragraph 15.4 above; or
 - 15.5.1.2. fulfilling our statutory obligations (or in acting as we may reasonably believe we are required to do so), so long as we have acted in good faith.

16. Data protection and marketing

- 16.1. Data Subjects
 - 16.1.1. In providing Services to you, we may process personal information about you, your owners, officers or employees, sub-contractors, consultants, or other similar parties (each a 'Data Subject').
- 16.2. Processing Personal Information
 - 16.2.1. Processing may include transfer of information to our offices, third parties who process information for us (as referred to in paragraph 9.2 above), and law enforcement agencies.

In processing personal information, we agree to comply with all relevant data protection laws and regulations. We agree to ensure that third parties who process personal information for us, treat personal information as confidential; implement appropriate measures to ensure the protection of personal information and that they agree to comply with all relevant data protection laws and regulations.

16.3. Contacting Data Subjects

16.3.1. Where we are permitted, we may contact a Data Subject (including by email) with marketing communications which we believe may be of interest, on our own or in conjunction with another firm with which we have entered into a joint venture, alliance or collaboration arrangement.

16.4. Ceasing Communication

16.4.1. Any Data Subject who does not wish to receive marketing information can at any time request that such communications cease by emailing us at info@mainc.co.za or ginen@mainc.co.za. Marketing communications will not be sent to a Data Subject who has requested not to receive marketing communication.

16.5. Consent

16.5.1. When you give personal information to us about any Data Subject to process for purposes of a Matter, you confirm that you have obtained the necessary consent from the Data Subject to share such information and for us to process, including transfer personal information. On certain occasions, in



providing Services to you, you may provide us with personal information of parties such as your clients or customers as necessary for purposes of the Services, in such situations, you confirm that you have obtained their consent or have the authority to share their information with us and for us to process the information. You undertake to comply with all relevant data protection laws and regulations.

16.6. Disclosures

16.6.1. You agree that we may disclose that we are acting for you in our marketing and similar materials and, if in the public domain, the Matter on which we have acted on or are acting on for you. If the Matter is not in the public domain, we may only disclose the Matter for marketing purposes in generic form (and without reference to you), unless otherwise agreed between you and us.

17. Termination

17.1. Termination by You

17.1.1. You instruct us separately in relation to each Matter. You do not engage us on a permanent basis, but you may terminate our engagement in any, some or all matters at any time.

17.2. Termination by Us

17.2.1. We will stop acting on a Matter only with good reason in line with the relevant rules. We may do this for example if you do not pay an interim bill, you become insolvent, a Conflict arises or our continuing to work on the Matter may have an adverse effect on our reputation.

17.3. Automatic Termination

17.3.1. Unless terminated earlier, our engagement on each Matter will terminate 30 days after dispatch of our final bill. As far as the law and relevant rules allow, we will consider that the Matter has not proceeded, and our engagement will be terminated once:

- 17.3.1.1. you inform us that the Matter will no longer proceed;
- 17.3.1.2. our engagement is otherwise terminated in accordance with these Terms; or
- 17.3.1.3. we have had no instructions from you in relation to the Matter for 60 days.

17.4. Nonvariation

17.4.1. No Variation, amendment to or consensual cancellation of any of the terms and conditions of this agreement shall be of any force or effect unless reduced to writing and signed by duly authorized representatives of the firm.

17.5. Liability for Fees

17.5.1. In each case, you remain responsible for our fees and expenses for work done up to the point of termination.

18. Document retention

18.1. Destroying Documents

18.1.1. We may destroy our paper and (where possible) electronic files in line with our relevant policies on this, seven years or more after sending you our final bill on the Matter.

18.2. Retrieving Documents

18.2.1. If you or your other advisers request us to retrieve any documents from storage, you will pay our reasonable



costs, including time spent reading such documents, writing letters or other work which we, acting reasonably, deem necessary, to comply with such a request.

to the exclusive jurisdiction of the High Court of South Africa (Gauteng Division, Johannesburg).

19. Copyright

19.1. Intellectual Property

19.1.1. We retain the copyright and all other relevant intellectual property rights in our work product. You will have a licence to use and make copies of the documents we prepare for the purposes of the Matter but not (unless otherwise agreed) for other matters.

20. Queries and disputes

20.1. Queries

20.1.1. If you are dissatisfied with any element of our Service (including our charges), you should contact the partner responsible for the Matter, the head of the relevant department or our Senior Partner. They will be happy to discuss the matter with you.

20.2. Negotiation and Arbitration

20.2.1. As far as the law allows, if we are unable to resolve any dispute related to a Matter with you by negotiation, we may refer the dispute to arbitration to be finally resolved in accordance with the Commercial Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by the Foundation. The arbitration will be conducted in English in Cape Town.

20.3. Jurisdiction of the Courts

20.3.1. Any dispute (including a dispute relating to any non-contractual obligation) will, subject to the arbitration procedure in paragraph 20.2, be subject

21. General terms

21.1. Conflict

21.1.1. If there is any inconsistency between these Terms and any other terms and conditions agreed between you and us, in writing, the written terms between you and us will prevail. If there is a conflict between these Terms and the investment mandate you sign with us (under paragraph 5.3), the investment mandate will prevail.

21.2. Severability

21.2.1. If any provision of these Terms is or becomes invalid, illegal or unenforceable, the remainder shall survive unaffected.

21.3. Governing Law

21.3.1. South African law will govern these Terms.

22. Definitions and Interpretation

22.1. Definitions

22.1.1. In these Terms the following words will bear the meanings given to them here:

22.1.1.1. 'Matter' means each matter in which we provide you with Services;

22.1.1.2. 'Services' means any advice, deliverable, product, information or other obligation or service we perform or provide for a Matter;

22.1.1.3. 'you' or 'Client' means the party who enters into an engagement with us for a Matter and to whom we provide the Services



and such other persons as you and we agree shall be treated as a Client for the purposes of the Matter; and 22.1.1.4. 'we', 'our' or 'us' means Moodley Attorneys Incorporated, the incorporation formed under South African law whose principal office is at The Business Exchange, 116 Oxford Road, Rosebank, Johannesburg.

law or section of that law as amended, repealed or replaced from time to time.

22.8. References to Persons

22.8.1. Any reference to a person includes natural persons and juristic persons and the other way around.

22.2. Singular and Plural

22.2.1. Words in the singular include the plural and the other way around.

22.3. Different Forms of the Same Word

22.3.1. Different grammatical forms of the same word have the same meaning. (For example, to pay, paying and paid).

22.4. General Words are Not Limited

22.4.1. Where we use general words to describe specific things that belong together, the general words can also mean other things.

22.5. References to 'include' and 'including'

22.5.1. The words 'including' or 'include' or 'includes' must not be interpreted as being limited to the list following after the word or excluding other items from a list following after the word.

22.6. Calculating Days

22.6.1. Where any number of days is given, those days are counted to exclude the first day but include the last day.

22.7. Reference to Laws

22.7.1. When there is reference to a law or to a section of a law, we mean that