

RUFUS DERCKSEN INC.

ATTORNEYS / CONVEYANCERS / NOTARIES

MANDATE AND FEE AGREEMENT

I/We, the undersigned, ("**the Client**") do hereby nominate and appoint Rufus Dercksen Inc. (hereafter referred to as "**the Firm**") with the right of substitution to be my/our lawful attorney and/or agent in connection with:

and any matter arising from, incidental or relating thereto as well as any subsequent matters or instructions dealt with on my/our behalf or on behalf of any other entity/person or any matter in respect of or involving an entity/person that I/we herein represent or have any form of legal interest. This appointment shall herein after being referred to as "**the Mandate**" or "**the Agreement**". The Client's personal information is attached hereto as **Annexure "A"**.

GENERAL

This Mandate is given to the Firm under the terms and conditions set out hereunder:

1. The Mandate shall serve as the requisite authority to proceed to the final end and determination of the matter (or matters) referred to above, unless this Mandate is terminated in writing before such final end and determination.
2. The terms contained herein will be applicable to the matter presently referred to the Firm by the Client as set out above, as well as any matter/s incidental thereto or additional / subsequent instructions the Client may give to the Firm either in their personal capacity or in their capacity as representative of another person or in their capacity as representative of any business and / or juristic person.
3. In the event that the Client signing this on behalf of a legal entity or any (other) person (whether natural or juristic), the Client warrants that s/he has the necessary authority to do so and s/he accepts that s/he will be jointly and severally liable for the due and proper payment of the Firm's accounts, bills of cost, fees and disbursements.

Director: Daniel Jacobus Dercksen B.Jur. B. Proc **Senior Associates:** Nicolene Müller LLB; Hesli Teubes BCom LLB **Associate:** Megan Snyman LLB

Professional Assistants: Zelri Coetsee BSocSci LLB; Simonet Kapp LLB

Candidate Attorney: Elsmari Volschenk LLB **Consultant:** Louis Paul van Schalkwyk B.Proc

Address: 6 Quantum Street, Techno Park, Stellenbosch, 7610 | **Tel:** +27 (0) 21 886 6992

Rufus Dercksen Inc. is a Level Four B-BBEE Contributor | Registration Nr: 2019/546722/21 | VAT Nr: 4930291465

4. Estimates of fees and / or disbursements are subject to change and are given for guidance only on the basis of information then known to the Firm.
5. It is understood that the Firm cannot predict the course of litigious matters, alternative dispute resolutions, applications as well as matters involving negotiations and can therefore not, and will not, guarantee the outcome or the duration thereof.
6. To save costs the Firm's services are, in some instances, performed by more than one of our Firm's attorneys/personnel. Only one person is, however, responsible for the Client's matter and for all the Client's questions and/or queries.
7. **Appropriate resources.** The Firm will involve our employees (including partners) as well as other third parties working for, or with, the Firm, whom we consider appropriate for our engagement with the Client. The Firm's policy is to involve people with an appropriate level of expertise to perform their mandate, having regard to the nature of the work.
8. **External resources.** There may be times when the Firm needs to instruct advisers on the Client's behalf (for example local counsel in another jurisdiction). The Firm shall not be liable for the acts, errors, omissions, or the fees of these advisers or service providers.
9. The Client understands that it is of the utmost importance and in his/her best interests that s/he provides all applicable information/documents to the Firm regarding the matter. It is furthermore equally important that the Client provides the Firm with clear and concise instructions (preferably in writing) timeously.
10. **Relevant and accurate information.** The Firm will perform our mandate based on the information the Client gives us and the Client agrees:
 - to ensure that the Firm receives all the information that may affect the Firm's mandate, including any information about a change in circumstances that may influence the position;
 - that the Firm is not obliged to determine if the information the Client gives us is accurate or complete; and
 - that unless the Client asks the Firm, and is agree to in writing, the Firm will not perform any audit, due diligence or other procedure to verify information we receive.
11. **Draft documents.** The Firm 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 the Firm finalise its contents and confirm this in writing.

12. **Conflict between finalised documents.** 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.
13. **Copyright.** The Firm retains the copyright and all other relevant intellectual property rights in our work product. The Client will have a license to use and make copies of the documents the Firm prepared for the purposes of the matter but not (unless otherwise agreed by us in writing) for any other matters.
14. If any of the terms contained in this Agreement should be unclear, the Client is required to immediately contact the attorney handling the matter for clarification. Should no such notice be received, the Firm herewith accepts that the Client is aware and understands all applicable terms and conditions contained herein and undertakes to be bound by such terms and conditions.
15. **Our advice to our Client.** The engagement only creates rights and obligations between you and us. No other person:
 - may rely on advice the Firm gives the Client;
 - is intended to be protected by our advice or other services and other obligations; or
 - may enforce any term of your engagement with us through any applicable law.
16. The Firm's 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 the Firm agrees otherwise in writing.
17. **Time frames.** The Firm will take reasonable steps to complete our mandate and give the Client any deliverables in the timeframes agreed to with the Client, or as soon as is reasonably possible in the circumstances.
18. **Updating advice.** The Firm will give the Client advice based on our understanding of the relevant statutes, case law and practice as at the time the Firm gives the advice. Subsequent changes in law and practice may affect the advice but the Firm is not obliged to update advice in line with these changes, unless the Firm has specifically agreed in writing with the Client to do so.

QUERIES AND DISPUTES

19. **Queries and disputes.** If the Client is dissatisfied with any element of our service (including our charges), the Client should contact the partner responsible for the matter or the head of

the relevant department to discuss the matter with the Client.

20. **Negotiation and arbitration.** As far as the law allows, if the Firm is unable to resolve any dispute related to a matter with the Client by negotiation, the dispute shall be referred to arbitration to be finally resolved in accordance with the Commercial Rules of the Arbitration Foundation of Southern Africa by an arbitrator appointed by that Foundation. The arbitration will be conducted in English in Cape Town.
21. **Jurisdiction of the Courts.** Any dispute (including a dispute relating to any non-contractual obligation) will, subject to the arbitration procedure, be subject to the exclusive jurisdiction of the High Court of South Africa (Western Cape Division, Cape Town). However, the Firm retains the right to commence legal action out of any competent court.

GENERAL TERMS

22. **Conflict.** If there is any inconsistency between these terms and any other terms and conditions agreed between the Client and the Firm, in writing, the written terms between the Client and the Firm will prevail.
23. **Severability.** If any provision of these terms is or becomes invalid, illegal or unenforceable, the remainder shall survive unaffected.
24. **Governing law.** South African law governs these terms.

PRIVACY POLICY IN ACCORDANCE WITH POPIA

25. The Firm is sensitive to the personal nature of the information you provide to it, and the Firm refers you to their Privacy Policy ("**this Policy**"), in accordance with the *Protection of Personal Information Act 4 of 2013* ("**POPIA**") which explains how they protect and use your personal information and where applicable, this Policy applies in addition to any other agreement that you enter into with the Firm.
26. The Firm's Policy is available on its website www.rufusdercksen.co.za and, upon request, from their office.

FEES AND EXPENSES

27. All consultations, telephone calls, perusal fees, travel time and expenses, attendances, appearances, and all other costs are calculated on an hourly tariff as per **Annexure "B"** hereto. This includes the amount of time spent on a matter and the importance of our work to the Client. It is our policy to ensure that work is done at an appropriate level of seniority in order to deliver our services in a cost-effective manner.

28. The Firm's fees will increase yearly on the 1st day of January in the Firm's sole discretion, or at such later date as determined by the Firm. Such increase will be brought to the attention of the Client and will be applicable on all ongoing matters being handled by the Firm on behalf of the Client.
29. The Firm's fees are determined by the complexity of the matter, specific expertise required, responsibility, urgency etc.
30. Where an estimate of costs/fees has been given prior to the finalization of the matter the Firm reserves the right to adjust the fees accordingly for extra/further work done and/or services delivered.
31. Unless otherwise agreed to in writing between the parties, the Firm will provide monthly tax invoices/accounts for work done on behalf of the Client which will be payable within 7 (seven) days of receipt thereof.
32. Interest in arrears is payable at 2% per month.
33. The Firm reserves the right to suspend all work and/or services in case of non-payment of our tax invoices/accounts.
34. The Firm reserves the right to ask for a deposit prior to any work being done. The deposit will be applied as per our discretion to cover fees and disbursements.
35. **Liquidated damages.** Should the Client not reimburse the Firm in accordance with these terms for any invoice containing any such costs, charges or disbursements, then such costs, charges or disbursements shall immediately become overdue, owing and payable to the Firm and, being agreed liquidated amounts in money, will entitle the Firm to seek summary judgment against the Client in the event that legal proceedings are instituted against the Client for the recovery thereof.
36. **Travel time.** The Firm's fees may include time spent travelling, on your instructions, for the purposes of the matter.
37. **VAT.** Where the Firm is required to charge VAT, the Firm 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.
38. The Firm may, as the Client's agent and on the Client's behalf and at their sole discretion, appoint any service providers they deem necessary including, without limitation, any

correspondent attorney(s), advocates, cost consultants and tax consultants.

39. The Client agrees to and hereby indemnifies the Firm in full, against any claims, liabilities, costs and expenses (including without limitation correspondent's fees, advocates' fees, cost consultant's fees) paid or incurred by the Firm on his/her behalf at any time and in any way arising out of the services in connection with this or any matter the Firm may attend to on his/her behalf.
40. Please note that the Firm will never amend our banking details by virtue of electronic communication. Should you receive such a request kindly contact our office immediately.
41. Cybercrimes (such as business email compromise and impersonation fraud) targeting businesses and individuals with an intention to misappropriate money, have become more prevalent and are a growing risk when doing business. Cybercriminals carry out these crimes in different ways including by compromising and intercepting email accounts, text messages, letters or other correspondence and impersonating a known source when such correspondence is in fact from the cybercriminal. Correspondence dealing with billing, invoicing, payment or the transfer of funds is particularly high risk and the main target for cybercrimes. Prior to making any payment to the Firm, the Client agrees to take reasonable steps including telephonically verifying with your known Rufus Dercksen Inc. contact that the bank account details received electronically are our bank account details. In the event of receiving notification that the Firm have changed our bank account details or if the Client has any concerns or questions concerning our bank account details, please immediately contact your Rufus Dercksen Inc. contact(s) before making any payment or transfer of funds. Rufus Dercksen Inc. will not be liable for payments made to the wrong account.

YOUR MONEY

42. **Funds held on your behalf.** If the Firm holds the Client's funds on deposit, or if the Firm has collected or received funds on the Client's behalf, the Client consents to the Firm applying them to settle any outstanding amounts the Client owes the Firm, or any costs, charges or other disbursements the Firm has incurred on the Client's behalf.
43. **Funds held in our trust account.** The Client will not earn any interest on funds the Firm hold in our trust account, because the Firm must pay any interest to the Legal Practitioners' Fidelity Fund ('Fidelity Fund') established under the Legal Practice Act 28 of 2014 ('Legal Practice Act').
44. **Section 86(4) investment.** If the Client specifically requests the Firm to invest funds that the Firm holds on the Client's behalf for a matter, the Client must complete our standard

investment mandate. The Firm will then invest those funds in an interest-bearing call account. The Client 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.

45. These funds invested in terms of section 86(4) will not be covered by the Fidelity Fund if:
- 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
 - the Firm does not exercise exclusive control over the account as trustee, agent, stakeholder or in any other fiduciary capacity.
46. **Liability.** As far as the law allows, the Firm will not be liable for any loss the Client may suffer arising from:
- any act or omission of the banking institution concerned regarding any account;
 - any inability, delay or failure of the banking institution to repay the funds on demand;
 - the identity or choice of banking institution;
 - any interest or adverse exchange rate fluctuation; or
 - any cyber-attack or hacking of a banking institution's or our systems.
47. **Limits to our liability.** As far as the law allows, our aggregate (total) liability (of any nature) to the Client, or any third party, will not exceed the proceeds of any professional indemnity cover the Firm actually receives or that the Firm's insurers pay to the Client. If there is no professional indemnity cover or no proceeds from such professional indemnity cover are received by us or paid to the Client, then our aggregate liability will be limited to three times the amount of our fees payable in respect of the relevant matter.
48. **Liability of our individual employees.** The aggregate liability (of any nature) to the Client, or any third party (as set out above) also includes any possible liability of our individual partners, directors, employees, consultants, agents or other persons acting for or controlled by the Firm or for whom the Firm are legally responsible.

CONFLICTS OF INTERESTS

49. **Conflict of interests procedures.** The Firm has 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 the Client is aware of a possible Conflict, please inform the

Firm's attorney responsible for the matter immediately.

50. **Unrelated matters.** The Firm represents many clients, nationally and internationally, over a wide range of industries and businesses and in a wide variety of matters. For this reason the Firm 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').
51. **No disqualification.** If the Firm represents the Client or any of your affiliates in a matter this does not disqualify us from representing other clients in any unrelated matter. Our acting in unrelated matters does not breach any duty the Firm owes the client or your affiliates, if the Firm abides by the applicable laws.
52. **Decision to act.** If a Conflict arises, the Firm may decide to act for the Client, the Other client, both or neither. The Firm will decide this based on applicable laws, best practice and your, as well as the other client's interests and wishes.
53. **Your affiliates.** The Client agrees 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 the Firm have agreed in writing to represent in a matter.
54. **Acting for multiple clients.** In certain cases, the Firm 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 the Firm is free to act for more than one client in line with the relevant laws.
55. **Fulfilling different roles.** If the matter does not proceed, the Firm will protect your Confidential Information, but the Firm may take on other roles in relation to the matter in accordance with the relevant rules of confidentiality.

COMMUNICATIONS

56. **Communicating with the Client.** Unless the Client specifies otherwise, the Firm may communicate directly with your employees or your other advisers as the Firm considers appropriate and who the Firm reasonably believe are involved in the matter and can assist us with providing the services to the Client.
57. **Email communication.** The Firm will communicate with the Client and your advisers about the matter (including Confidential Information) by email, unless the Client instructs the Firm otherwise in writing.

58. **Follow up.** Email communications are not totally secure or error-free. The Firm uses filtering software to reduce spam and harmful viruses entering our systems. As there is a risk of filtering out legitimate correspondence, the Client should not assume that the Firm receives every email. Please follow up important communications by phone, post or fax.
59. **Cloud-based technology.** Email and various other software and platforms (such as Microsoft 365, e-signature, virtual data room, contract management and e-discovery software) use secure cloud-based technology. Cloud-based technology has become widely used in the legal industry and is provided by specialist third-party service providers. You may also instruct us to use such or similar technology in the delivery of your matters. This technology involves information being hosted on an external platform (such as Amazon Web services, Microsoft Azure Web services or Mimecast), which may be located in South Africa or internationally, and utilises a number of security processes and controls designed to ensure that confidential information is kept secure and protected from unauthorized access. Provided the Firm complies with all applicable laws, the Client agrees to our use of cloud-based technology.
60. **Liability for viruses or cyber-attacks.** As far as the law allows, the Firm is not liable if our cyber-security filtering software or other virus or electronic protection does not function or it malfunctions 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.
61. **Monitoring.** As far as the law allows, the Client agrees that the Firm may monitor electronic communications to ensure compliance with our legal and regulatory obligations and internal policies.

PROPORTIONALITY

62. **Proportionate liability.** If the Firm is liable to the Client for any loss (including interest and costs) in respect of any breach by the Firm of our engagement or mandate, and another person or entity is also liable to the Client for the same loss, any compensation the Firm has to pay the Client will be reduced in proportion to the responsibility of the other person for the same loss.
63. **Extent of responsibility.** 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).

CONSUMER PROTECTION ACT

64. 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. No provision in these terms:
- does or intends to limit or exempt us from liability (including loss that resulted, directly or indirectly, from our gross negligence or willful misconduct 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
 - requires the Client to assume risk or liability for the kind of loss referred to in the paragraph above so far as the law does not allow such an assumption of risk or liability.

ANTI-MONEY LAUNDERING AND SANCTIONS

65. **Legal requirements.** Various laws and regulations on anti-money laundering and terrorism apply to us. When the Firm asks the Client 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) the Client must give us this information promptly.
66. **Reporting.** The Firm 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 the Client that the Firm has made such a report (for example a tip-off).
67. **Sanctions.** The Firm is also subject to various sanction 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 the Client become aware that a matter may lead to a breach of any sanction.
68. **Cessation of matter or termination.** Where the Firm believes that our work on the matter may involve a breach of anti-money laundering or terrorism law or regulation, or any applicable sanction, the Firm may cease working on the matter immediately and terminate our mandate.
69. **No liability.** The Firm will not be liable to the Client for any loss, damage or delay the Client may suffer as a result of our:
- ceasing to act; or

- fulfilling our statutory obligations (or in acting as the Firm may reasonably believe the Firm are required to do so), so long as the Firm have acted in good faith.

SAFE KEEPING OF DOCUMENTS

70. The Firm will keep all files and records of a client pertaining to a specific matter for a period of 7 (seven) years.
71. After the expiry of the period mentioned in paragraph 70 the files will be destroyed.
72. Should the Client request any document held in storage by the Firm, the Firm reserves the right to claim for necessary expenses relating thereto.

TERMINATION OF MANDATE

73. The Client reserves the right to withdraw from this undertaking and to terminate the mandate given in terms hereof, by giving the Firm written notice of such withdrawal and termination.
74. The Firm may withdraw as the Attorney of Record for good cause, or in the event of the Client failing to pay any fees or disbursements in terms of this Agreement. In this event the Firm shall be entitled to retain the Client's file and all documentation in its possession, whether prepared by him or not until the full amount outstanding in respect of fees and disbursements is paid in all files, matters or accounts where the Client has given instructions, whether on behalf of another person or personally.
75. The Client accepts that the Firm, in the event of such withdrawal, will be entitled to payment of the fees and disbursements incurred by the Firm in respect of services reasonably rendered during the period prior to the withdrawal of this Mandate, which fees and disbursements shall be levied on the attorney and own client basis set out herein.
76. Automatic termination. Unless terminated earlier, our engagement on each matter will terminate 30 days after dispatch of our final invoice. 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:
 - you inform us that the matter will no longer proceed;
 - our engagement is otherwise terminated in accordance with these terms; or
 - we have had no instructions from you in relation to the matter for 60 days.
77. The Client confirms that should the Client not be able to pay any such fees and

disbursements is stipulated in paragraph 27 and 28 herein, the Firm shall be entitled to retain the documents and file until such fees and disbursements have been paid, charge interest of 2% per month on all outstanding amounts and institute legal action for recovery and claim legal costs on the attorney-and-client scale in the collection thereof.

FICA

78. In terms of the *Financial Intelligence Centre Act 38 of 2001* (“**FICA**”), the Firm is obliged to keep reports pertaining to clients and their transactions with the Firm.
79. The Firm is prohibited from engaging in certain business transactions without having first taken steps to establish and verify the identity of various clients and the source and legitimacy of funds.
80. The Firm accordingly requests that you furnish us with the following relevant documentation to enable the Firm to comply with FICA requirements as per **Annexure “C”**.

UNDERTAKING BY CLIENT

81. I/We, the undersigned (“**the Client**”) choose my *domicilium citandi et executandi*, meaning the address where I will receive service or notification of any documents, at the addresses as set out in the Personal Information section, including acceptance of service by e-mail.
82. I confirm that the information given in **Annexure “A”** is true and correct and I accept the fee structure attached hereto as **Annexure “B”**.
83. I, furthermore, agree to and accept the Firm’s Policy and I understand the content therein.
84. I will always adhere to all South African laws and regulations.
85. I understand that there is a difference between party-and-party costs on the one hand and attorney-and-client costs on the other. I understand that party-and-party costs are those, which I will either be entitled to recover from the other party or I may be responsible to pay to the other party depending on the cost order by the relevant court/forum/tribunal, whilst attorney-and-client costs, are those as set out **Annexure “B”** attached hereto, which I will have to pay to the Firm irrespective of whether I am successful or not, and irrespective of whether I am able to recover party-and-party costs from any other party.
86. I agree that this is the whole and only agreement between the parties and any amendments hereto or any additional agreements hereto must be reduced to writing and signed by both parties except where it is agreed in writing in electronic format such as e-mail.

ACCEPTED AND AGREED UPON AT _____ ON THE _____ DAY OF
_____ 20__

SIGNATURE

NAME AND SURNAME

DULY AUTHORIZED THERETO

ANNEXURE A
FOR LEGAL ENTITY

LEGAL ENTITY INFORMATION

Kindly supply us with the following information:

Entity Type:	Partnership	Private Company	Closed Corporation
	Trust	Other (specify): _____	

Registered Name: _____

Trading Name: _____

Entity Registration Number: _____

Income Tax and VAT number: _____

Registered Address: _____

Postal address: _____

Email address: _____

Contact Person: _____

Telephone number: _____

Email Address to which invoices must be sent: _____

Nature of Business: _____

Main industry of business: _____

Countries of trade: _____

Main country of trade: _____

Accountable Institution: ☐ Yes ☐ No

If yes, please attach a copy of your business's RMCP

Nature of Transaction: ☐ Once off Transaction ☐ Ongoing Delivery of Services by the Firm

Source of Funds: _____

**Source of Funds means the origin of the money/funds involved in the particular transaction or series of transactions between yourself and the Firm.*

Banking Details:

Please note that you may be required to submit proof of such bank account as requested by the Firm.

Director: Daniel Jacobus Dercksen B.lur. B. Proc **Senior Associates:** Nicolene Müller LLB; Hesli Teubes BCom LLB **Associate:** Megan Snyman LLB

Professional Assistants: Zelri Coetsee BSocSci LLB; Simonet Kapp LLB

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CONFIRM BANK DETAILS FROM OR INTO WHICH MONIES IN THE TRANSACTION WILL BE PAID

Account name:
Bank:
Bank account number:

IF BUYING A PROPERTY, CONFIRM BANK DETAILS FROM WHICH COSTS AND PURCHASE PRICE WILL BE PAID

Account name:
Bank:
Bank account number:

IF SELLING A PROPERTY, CONFIRM BANK DETAILS INTO WHICH THE PROCEEDS ARE TO BE PAID

Account name:
Bank:
Bank account number:

List of Directors:

Director Full Name	ID Number	Occupation and Industry of Trade

List of Shareholders:

Name of Shareholder Individual / Entity / Trust	ID Number / Registration Number	Percentage Shareholding	Ultimate Beneficial Owner ("UBO")** (Must be an individual)

****ULTIMATE BENEFICIAL OWNER "UBO":** An individual who directly or indirectly holds sufficient ownership or economic interest to exercise effective control over the Company or steer/influence the decision-making of directors and managers ie: voting right/capital.

PROTECTION OF PERSONAL INFORMATION

We respect your information and in compliance with the Protection of Personal Information Act our privacy policy can be accessed on request. You hereby agree that personal information provided to THE FIRM may be processed and, shared with the professionals associated with the process, may be stored electronically or physically and that your personal information may be used for purposes of future services.

☐ YES ☐ NO

ANNEXURE B

FEEES FROM 1 JANUARY 2026

SCALE B R0– R50 000	SCALE C R50 001 – R200 000	SCALE D / HIGH COURT R200 001 -
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ITEM	SCALE B (Magistrates' Court)	SCALE C (Magistrates' Court)	HIGH COURT/ SCALE D	QUANTITY	TOTAL
INSTRUCTION FEE	R1200	R1400	R1600		
LETTERS / EMAILS (IN & OUT) <u>Per page or per hourly rate</u>	R97	R115	R168		
TELEPHONIC ATTENDANCES <u>Per 5min</u>	R90	R100	R140		
<u>CONSULTATIONS:</u>					
DJ DERCKSEN	R4 200p/h	R4 200p/h	R4 200p/h		
NICOLENE MÜLLER	R3 300p/h	R3 300p/h	R3 300p/h		
HESLI TEUBES	R2 950p/h	R2 950p/h	R2 950p/h		
MEGAN SNYMAN	R2 500p/h	R2 500p/h	R2 500p/h		
ZELRI COETSEE	R2 000p/h	R2 000p/h	R2 000p/h		
SIMONET KAPP	R1 600p/h	R1 600p/h	R1 600p/h		
ELSMARI VOLSCHENK	R1 300p/h	R1 300p/h	R1 300p/h		
SUMMONS	R1 100	p/h rate	p/h rate		
PARTICULARS OF CLAIM	R1 100	p/h rate	p/h rate		
OTHER DOCUMENTS	p/h rate	p/h rate	p/h rate		
<u>DAYTIME TARIFF (10HRS):</u> (50% Discount - Advocates)					
DJ DERCKSEN	R42 000	R42 000	R42 000		
NICOLENE MÜLLER	R33 000	R33 000	R33 000		
HESLI TEUBES	R29 500	R29 500	R29 500		
MEGAN SNYMAN	R25 000	R25 000	R25 000		
ZELRI COETSEE	R20 000	R20 000	R20 000		
SIMONET KAPP	R16 000	R16 000	R16 000		
ELSMARI VOLSCHENK	R13 000	R13 000	R13 000		
PERUSAL OF DOCUMENTS	p/h rate	p/h rate	p/h rate		
COPIES PER PAGE	R7 per page	R7 per page	R7 per page		
TRAVELLING COSTS	R5 per km	R5 per km	R5 per km		
TRAVELLING TIME	R180 per 15min	R230 per 15min	50% of hourly rate		
	FEE				
	PLUS 8.5% POSTAGE AND PETTIES				
	SUB-TOTAL				
	VAT @ 15%				
	DISCOUNT				
	SHERIFFS / TRACERS				
	CORRESPONDENTS				
	TAX CONSULTANTS / ADVOCATES				
	ANY OTHER DISBURSEMENTS				

- a. Company Statutory documents – Certificate of Registration; Memorandum of Incorporation; Certificate of name change (if applicable), signed by a director of the company;
- b. Proof of physical operating address;
- c. Letters from the Auditors confirming shareholding;
- d. SARS issued document confirming Income Tax and VAT Registration number;
- e. Director's resolution appointing the authorised representative of the Company;
- f. Certified copy of the ID document of the authorised representative;
- g. Certified proof of residential address of the authorised person;
- h. Organogram of company;
- i. Securities register;
- j. Beneficial Ownership register (list of natural persons holding 5% or more of shares);
 - i. Certified copies of ID documents for all beneficial owners;
 - ii. Certified proof of residential address for all beneficial owners;
 - iii. SARS issued document confirming Income Tax and VAT Registration number;
 - iv. Nationality and citizenship of all beneficial owners; Category of beneficial ownership and date when beneficial ownership started