



LOPES ATTORNEYS INC.

MANDATE AND FEE AGREEMENT

Entered into between

LOPES ATTORNEYS INC.

(hereinafter referred to as the “Firm”)

and

(Surname / Company Name / Entity Name)

(Identity Number / Registration Number)

of

(which address is the chosen *domicilium citandi et executandi*)

(hereinafter referred to as the “Client”)

PLEASE NOTE:

THE CLIENT, BY SIGNING THIS MANDATE AND FEE AGREEMENT, EXPRESSLY DECLARES THAT:

- ALL INFORMATION SUPPLIED BY/ON BEHALF OF THE CLIENT IS BOTH TRUE AND CORRECT.
- THE CLIENT, WHERE SIGNING ON BEHALF OF A JURISTIC PERSON, IS DULY AUTHORISED TO SIGN ON BEHALF OF SUCH JURISTIC PERSON.
- THE CLIENT HAS READ AND UNDERSTOOD THE TERMS OF THE MANDATE AND FEE AGREEMENT, INCLUDING THE RATES SCHEDULE ANNEXED HERETO AND AGREES TO BE BOUND BY THE TERMS HEREOF.

1. MANDATE:

- 1.1 The Client signature hereto constitutes a power of attorney to the Firm to execute the Client's lawful instructions.
- 1.2 The Client takes note and undertakes to pay all accounts rendered by the Firm upon presentation of an account or invoice from the Firm, which account may be delivered to the Client by way of either, per hand, email, or ordinary mail to my chosen *domicilium citandi et executandi* address. Payment of the Firm's invoices are required to be made into the Bank Account nominated by the Firm, as noted on its invoices.
- 1.3 The Client confirms that this mandate constitutes adequate notice to it that in the event of the Firm at any time having insufficient cover for the costs by virtue of the Client having failed to make payment to them, then the Firm reserves the right to withdraw from acting on behalf of the Client in all matters in which they might be acting.
- 1.4 In the event of the Client having monies held on its behalf in trust by the Firm, the Client irrevocably authorizes the Firm to appropriate any such monies for the payment of any fees and/or disbursements due by the Client.
- 1.5 The Client agrees to pay on this, and any other instruction fee, at the internal attorney and own client tariff charged by the Firm, as noted in the Rates Schedule, a copy of which has been provided and explained to the Client. The Client agrees and acknowledges that any disbursement and Advocate's fees do not form part of the fees due to the Firms and will be paid separately.
- 1.6 The Client acknowledges that in case of non-payment by the Client of any amount owing to the Firm, the Firm will have a right of retention over my file and any documents in their possession. The Client hereby indemnifies the Firm in respect of any damages being direct, indirect or consequential, suffered by the Client or any other person as a result of them exercising their right of retention.
- 1.7 The Client expressly takes note of the fact that the Firm's attorney and own client tariffs, are higher than party and party court tariffs, and that the Client may not be able to recover the difference in tariffs from the opposition in the event of a taxation.
- 1.8 The Client takes note that an instruction fee will be charged for the opening of every file, which instruction fee shall cover the administrative costs of opening the file and compliance with mandatory statutory obligations upon the Firm.
- 1.9 The Firm retains copyright of all documents produced by it in performing its mandate.
- 1.10 The Client specifically holds, and will in the future hold, the Firm harmless from any and all damages whatsoever that the Client may suffer as a result of the Firm's conduct,

actions, negligence and/or any acts related thereto acting in their capacity in terms of this mandate.

- 1.11 The Client agrees to and hereby indemnifies the Firm in full, against any claims, liabilities, costs and expenses (including without limitation correspondent's fees, advocate fees, costs consultant's fees) paid or incurred by the Firm on the Client's 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 the Client behalf.
- 1.12 Any estimate regarding costs is a variable estimate based on the facts presented by the Client and not a quotation or agreed fee. The Firm cannot be held to the aforesaid estimate by the Client should the costs exceed same due to the complexity and scope of the matter and/or any related factors thereto.
- 1.13 The Client understands that it is of the utmost importance and in the Client's best interests that the Client is completely open and honest with 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. Should the Client fail to furnish the Firm with instructions after being requested to do so, the Firm shall be entitled to withdraw as attorneys of record and terminate this Mandate.
- 1.14 The Firm may further withdraw as attorneys of record or terminate this Mandate for good cause by giving Client written notice at the last known email or physical address, inter alia, in the event that:
 - 1.14.1 if the Client fails to pay any account, bill of costs or fees or disbursements / deposit timeously in terms of the Mandate; or
 - 1.14.2 if the Client fails to promptly supply any information or instructions needed by the Firm in order to act on The Client's behalf or if the Client fails to advise the Firm immediately of any relevant change in circumstances; or
 - 1.14.3 if the Firm determines, in their sole discretion, that they are not in a position properly to perform the Mandate given by the Client;
 - 1.14.4 if the Client fails to furnish the Firm with instructions after having been requested to do so, in writing; or
 - 1.14.5 the Firm considers, at their sole discretion, that any part of the conduct required to be undertaken by them is inappropriate.
- 1.15 Any out-of-scope work, which arises during the performance of your assignment, will be communicated with the Client immediately. The Client acknowledges that the rates applicable to such out-of-scope work would be those contained in the Rates Schedule.

- 1.16 The Client hereby acknowledges and understands that the Firm, the Directors, legal professionals, members with similar status or employees of the Firm shall not be liable in any capacity whatsoever for any act or omission of any such third party advisor.
- 1.17 **Please note:** The Directors, professionals with similar status, members, directors, consultants or employees of the Firm shall **not be liable in their personal capacity** for any claim whatsoever arising directly or indirectly in connection with this Mandate and all such claims shall be enforceable only by the Client against the Firm and may be satisfied only from the assets of the Firm **(and not from the personal estates of the persons referred to herein)**.
- 1.18 The Firm will always honour its duty of confidentiality to the Client and protect the Client's information. Without detracting from the Firm's duty of confidentiality to the Client, and this Mandate confirms the mutual agreement, that for so long as the Firm acts in accordance with ethical requirements, the Firm may without the Client's consent act for other persons or entities whose interests are adverse to the Client or its affiliates in matters not substantially related to the Firm's engagement by the Client. The adversity may be in litigation, legislative or regulatory matters, or in transactions or otherwise, all regardless of type, importance or severity of the matter.
- 1.19 The Firm agrees, however, that it will not act adversely to the Client in any instance where, as the result of its representation to the Client, the Firm has obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of the Firm, could be used in a matter in which the Firm is retained by its client to the Client's or its affiliates' material disadvantage, unless the Firm screen their lawyers and paralegals, who have such information from any involvement in the adverse representation.
- 1.20 The Client also understands that the Firm may obtain confidential information from other clients that might be of interest to the Client, but which the Firm cannot share with the Client.
- 1.21 Payment of the Firm's invoices are required to be made into the Bank Account nominated by the Firm, as noted on its invoices.
- 1.22 The Client hereby acknowledges and understands that the Firm will not change its banking details via email and that in the event that the Client receives an email on the Firm's letterhead or not, advising the Client to use alternative banking details, the Client will ignore such a request and immediately inform the Firm of same.
- 1.23 The Client acknowledges that the Firm is an Accountable Institution, as defined under the Financial Intelligence Centre Act, 38 of 2001 ("**FICA**"), which places a number of obligations on the firm including the duty to identify and verify the Client and the duty to keep records of all dealings with the Client for at least 5 (five) years after the termination

of the business relationship between the Firm and the Client and/or conclusion of the transaction in question.

- 1.24 A request for documentation under FICA will be sent to the Client, together with the necessary FICA forms, which are to be completed (and documentation supplied) and returned to the Firm.
- 1.25 In terms of the Protection of Personal Information Act, 4 of 2013 (“**POPI**”), the Firm is regarded as a Responsible Party, in that it collects and processes the Client’s Personal Information, including Special Personal Information.
- 1.26 The Client confirms that this is required in order to conclude and perform services under the Mandate, as well as is required in terms of FICA, both constituting lawful justifications for the processing of such Personal Information under the provisions of POPI.
- 1.27 The Firm’s Privacy Policy is available on request and the Client may request a copy of such from the Firm at any time.

2. SURETYSHIP (IF CLIENT IS A COMPANY / ENTITY)

- 2.1 I, _____, having identity number _____ and being employed as _____ by the Client, and being the signatory of this document, bind myself jointly and in solidum as surety and co-principal debtor in favour of the Firm for the due and punctual performance by the Client of each and every obligation from whatsoever cause arising, including in particular the payment of fees and disbursements due to the Firm, and shall be under renunciation of the benefits of excussion and division.
- 2.2 This suretyship and guarantee shall be a continuing suretyship and guarantee, which may only be cancelled by the agreement between the Client and the Firm provided that all sums then owing by the Client to the Firm have been paid in full and provided further that the Firm accepts to such cancellation in writing.
- 2.3 Notwithstanding that this clause contemplates more than one surety, there shall be a separate suretyship by each person who signs as surety, and should a co-surety not be liable at all or in full for whatever reason, the other sureties shall nevertheless be liable in full. Any two or more persons liable to the Firm under these terms shall be jointly and severally liable.

2.4 The Client hereby instructs the Firm to proceed with this matter on that basis.

WHERE THE CLIENT IS A COMPANY/ENTITY:

SIGNED at _____ on this _____ day of _____ 2021

For and on behalf of: _____
(COMPANY / ENTITY NAME)

Name: _____

Capacity: _____

Who warrants authority

WHERE THE CLIENT IS A NATURAL PERSON:

SIGNED AT _____ on this the ____ day of _____
2021

Name: _____