

STANDARD TERMS OF ENGAGEMENT

1. INTRODUCTION

These are the standard terms and conditions on which we provide and render legal services to any of our clients. For the purpose hereof, the following words and phrases shall have the assigned meanings: -

- 1.1 “**Agreement**” refers collectively to the Terms of Engagement; Client Intake Sheet; the Fees Arrangement; the Cyber Risks-and-the Personal Information provisions.
- 1.2 “**Client**” refers to any of the Persons engaging our services for legal advice, representation, or other legal services.
- 1.3 “**Client Intake Sheet**” means the client information sheet/s completed by the Client or the Representative.
- 1.4 “**Cyber Risks**” mean the risk generally associated with the use of any electronic communications, and the indemnifications provided in relation to the use of electronic communication as published and amended from time to time at <https://ramweb.co.za/cyber-risks>.
- 1.5 “**Fees Arrangement**” means the schedule attached to the Client Intake Sheet or as agreed to separately in writing and signed by the Client and/or the Representative and us, which details amongst other things our hourly rates, our billing intervals and methods, and our fees.
- 1.6 “**FICA Provider**” means the service provider whose full details and services are detailed at <https://docfox.co.za>.
- 1.7 “**FICA Required Documents**” means the information and documents required to onboard the Client as published and amended from time to time at <https://ramweb.co.za/FICA-docs>.
- 1.8 “**Individuals**” means natural persons. Any reference to “**Individual**” means any one of the Individuals.
- 1.9 “**Juristic Persons**” includes resident and foreign companies, trusts, partnerships, joint ventures, body corporates, any other artificial entities/individuals; or any of the foregoing acting as the holding company and then also all its subsidiaries as well. Any reference to “**Juristic Person**” is a reference to any one of the Juristic Persons.
- 1.10 “**Personal Information**” means the information, the use of such information, and the indemnifications provided in relation to the use of such information as published and amended from time to time at <https://ramweb.co.za/info-consent>.

- 1.11 “**Persons**” means Juristic Persons and Individuals. Any reference to “**Person**” is a reference to any Persons.
- 1.12 “**Representative**” means, in the event of the Client being a Juristic Person, the Individual acting on behalf of that Juristic Person.
- 1.13 “**Services**” unless agreed to otherwise in writing, refers to all instructions or requests for services issued by the Client and/or the Representative to us from time to time, whether conveyed in writing or orally.
- 1.14 “**Terms of Engagement**” means this document as published and amended from time to time at <https://ramweb.co.za/mandate>.
- 1.15 “**Version**” refers to the version or revision of this document; the Client Intake Sheet; the Fees Arrangement; and the Cyber Risks-and-the Personal Information provisions (as they may be amended from time to time), with same being identified by the date (as day-month-year) as defined as such in the any of the mentioned documents, failing that the date displayed in the footer of such documents (as day-month-year). Any reference to “**Version Year**” shall be a reference to the year as contemplated under Version.

2. DURATION AND TERM

Client acknowledges and agrees that: -

- 2.1 the Agreement becomes effective on the date we receive a signed copy of the Client Intake Sheet or the date we start providing services to the Client, whichever occurs first.
- 2.2 either the Client may cancel, or we may turn down any instructions at any time.
- 2.3 either the Client or we may terminate this agreement at any time, in which event we will invoice the Client for any work not yet billed (regardless of age), and the Client must then settle all outstanding amounts in full without deductions. We will keep any work we've done for the Client until all amounts have been paid. We can charge the Client for any costs related to storing or maintaining this work, and the Client shall pay these costs in full without deductions when asked by us.

3. DEPOSIT

- 3.1 We may request advance payments before rendering any Services, or while providing any Services. If we require a deposit, the Client undertakes to make the payment; and acknowledges and accepts that we reserve the right not to proceed with any instructions without any liability on our part if the Client fails (for whatever reason) to make payment.

3.2 The Client accepts that we may use any deposit, without prior notice, to settle partially or fully any of the Client's invoices (be it in respect of a different Service or instruction).

4. OUR FEES AND INCREASES

4.1 The Client agrees to be bound to the Fees Arrangement.

4.2 The Client accepts and agrees that on the 1st of April of each year ("**Adjustment Date**"), our fees and hourly rates shall increase and be compounded at the rate of 10.00% (ten percent) [**"Adjustment Rate"**], which increases shall be automatic and without the need of prior notice to the Client ("**Annual Adjustment**").

4.3 Unless agreed to as otherwise in the Fees Arrangement, The Client agrees that the first Annual Adjustment is to be the 1st of April of the year following the Version Year as noted in or on the Fees Arrangement, failing that the year following the Version Year of these Terms of Engagement.

4.4 The Client acknowledges and agrees that, should there be any failure or omission on our part to implement any Annual Adjustment for any reason, we reserve the right to rectify this by issuing invoices for the difference. The Client commits to paying these invoices in full, without any deductions or set offs.

4.5 We undertake to not apply any additional increases unless we have provided the Client with no less than 30 (thirty) calendar days prior written notice of same.

5. TEAM ALLOCATION

The Client agrees that we may allocate several professionals to deliver Services, depending on the complexity required, with each of these professionals charging in accordance with the Fees Arrangement. Should any team member receive a promotion during the course of a project, the Client accepts that liability for their updated fees.

6. DISBURSEMENTS

6.1 The Client undertakes to never withhold any payments or set-off or deduct amounts from any payments towards disbursements for any reason, which disbursements may include all the costs we incur on the Client's behalf (with or without the Client's prior consent) as part of our legal services, including any money spent following the Client's instructions and/or addressing the Client's needs.

6.2 The Client understands that the above encompasses a broad range of expenses, such as filing fees for court or government actions, administration and bank fees, messenger or courier costs, travel and accommodation (charging R5.00 per kilometre or the AA-prescribed rate for our vehicles [whichever is higher], and passing on

taxi or services like Uber costs to the Client), expert consultations, legal advice, sheriff fees, telecommunications, transcript acquisition, witness payments, investigative services, database access charges, subscriptions for legal publications, translation services, mediation or arbitration fees, property valuation, and all storage-related costs (handling, destruction of documents/items at the Client's sole risk).

6.3 The Client acknowledges that disbursements may increase at any time without any notification, which increases we have no control over, and the Client undertakes to notwithstanding any such increases to settle all disbursements without set-off or deduction.

7. INVOICES

7.1 We'll send invoices for our services occasionally, but us not invoicing immediately doesn't mean we waive our right to invoice the Client later. The Client undertakes to not withhold, set-off, or deduct any payments to be made towards our invoices. If payments are overdue by 30 (thirty) calendar days, we'll charge interest at the rate of 2.00% (two percent) per month, calculated and compounded daily until fully paid. The Client undertakes to pay any interest charges upon our request.

7.2 If the Client raised no issues or queries to an invoice within 30 (thirty) calendar days from the date of its issuance ("**Invoice Review Period**"), such invoice shall be deemed accurate, final, and liquidated. This means the Client accepted the charges as valid, satisfactory, and agrees that the invoice amount is due and payable.

7.3 Provided the Client raised any valid issues within the Invoice Review Period and if the said issues could not be resolved between us and the Client, then : -

7.3.1 Client shall not be entitled to withhold making payment to us of the amounts due in accordance with the invoices in dispute. Those amounts must be paid.

7.3.2 The invoices shall be referred to our cost consultants to prepare a bill of costs based on the Agreement. Client must then within 5 (five) business days after the date of the bill of cost either accept the bill of costs or refer same to its cost consultants. In the event of the latter, our cost consultants and the client's cost consultants shall resolve the issues between themselves within 14 (fourteen) calendar days, and their conclusion shall be binding on us and the Client.

7.3.3 Should the bill of cost determine a sum is owed by us to the Client, then we shall refund the Client this amount. Conversely, if the Bill of Cost finds that additional payment is due from the Client, then the Client shall pay this amount to us.

7.3.4 Client agrees to bear all costs associated with the above.

8. DEED OF SURETYSHIP AND CO-PRINCIPAL DEBTOR

8.1 This Deed of Suretyship and Co-Principal Debtor contemplated in this section (“**Deed of Suretyship**”) shall not apply if: we confirm by in writing (by email) to the Client that this doesn't apply (and that email will be part of this agreement); the Client is a natural person; the Client is a bank registered under the law; the Client is a company listed on the Johannesburg Stock Exchange; the Client is part of (subsidiary) a bank or a listed company; or the Client provides and maintains an optional additional upfront payment as determined by us on request by the Client, similar to a deposit as contemplated in the agreement, and which the Client will be obliged to maintain and kept topped up (“**Surety Waiver Deposit**”), then for the duration of same.

8.2 If this Deed if Suretyship applies, then you, as the Representative, bind yourself as surety and co-principal debtor with the Client and you undertake to be equally responsible with the Client for fulfilling all obligations to us, now and in the future. You understand that actions or agreements made by the Client also apply to you, and we can seek payment from you directly without approaching the Client first. Any forgiveness or extra time we give the Client doesn't affect your obligations. To transfer your responsibilities, you need our written permission. You can end your future liability by notifying us 30 (thirty) calendar days in advance, but you'll still be responsible for any obligations due at the time your notice takes effect. This termination only works if someone we approve takes over your role.

14 NOTICES

14.1 Client and (if applicable) the Representative elect the physical and email addresses provided in the completed Client Intake Sheet/s as their preferred address to receive any legal/statutory notices or notices in terms of this agreement.

14.2 Despatch or delivery to any one of the said addresses shall be sufficient and we shall not be required to despatch or deliver to all of the said addresses for service to be effective.

14.3 Client and (if applicable) the Representative agree that any notice/correspondence/otherwise shall be deemed to have been successfully delivered and successfully received by the intended recipient at the time of despatch/sending of the communication (unless proven otherwise).

15. FICA

We are an accountable institution in terms of FICA, and we are therefore obliged to complete a Client Due Diligence process (“**CDD Process**”) before we can render or provide our services to any clients. This means we can't start working with the Client (irrespective of whether the Client is resident in South Africa or not) until we've gone through this CDD process thoroughly. The Client and (if applicable) the Representative must provide the

FICA Required Documents which we will in turn provide to our FICA Provider for the CDD Process. Client and (if applicable) the Representative undertake to cooperate with the FICA Process quickly and fully.

16. UPDATES

Client and (if applicable) the Representative acknowledge and undertake to regularly review these the Terms of Engagement, the Cyber Risks-and-the Personal Information provisions as they may be amended from time to time and published on our website (as detailed above). It is the Client's responsibility to stay informed about any changes or updates to these terms, as continued use of our services following the posting of any amendments and/or subsequent Version of the Agreement indicates the Client and (if applicable) the Representative's acceptance of those changes.

17. GENERAL

17.1 Unless explicitly stated otherwise, all amounts mentioned in this Agreement or quoted by us separately are exclusive of VAT.

17.2 The terms such as "include," "including," and "in particular" are meant for illustration and should not limit the interpretation of any preceding words. Words in the singular include the plural and vice versa, depending on the context.

17.3 Each obligation in this agreement is severable; if any are deemed defective or unenforceable, they will be removed without affecting the remainder.

17.4 The principle of interpreting against the drafter does not apply, and our failure to enforce any part immediately does not waive our right to do so later.

17.5 This agreement encapsulates our entire understanding, and anything not included is not binding.

17.6 Unless provided for as otherwise in or at any provision in the Agreement, amendments must be in writing and signed by the Client and/or the Representative (if applicable), and us.

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