

DOMMISSE ATTORNEYS INC. – GENERAL TERMS OF ENGAGEMENT

1. INTRODUCTION

Thank you for choosing Dommissee Attorneys Inc. ("**the Firm**") as your legal advisors. For purposes of clarity, set out below are some of the terms upon which we accept engagements. These terms are not exclusive but rather seek to provide clarity on the basis of our engagement.

2. MATTER MANAGEMENT

2.1. Reporting and responsibility

2.1.1. There will always be an attorney assigned directly to your matter.

2.1.2. In addition, there will always be one overseeing director.

2.2. Instruction management

2.2.1. For all purposes, our attorneys will only accept instructions from the person authorised by you to provide instructions to the Firm.

2.2.2. Our attorneys will confirm all our instructions in writing before commencing with the work.

3. FEES AND BILLING ARRANGEMENTS

3.1. The Firm charges for:

3.1.1. service fees, being our attorneys' professional time spent on attending to your matters; and, separately

3.1.2. disbursements, being costs incurred on your behalf as well as incidental operational costs.

3.2. Our service fees

- 3.2.1. Our fee rates for the current financial year (commencing at the beginning of March this year and terminating at the end of February next year) are set out in **Annexure A**. These fee rates will be applicable, unless agreed otherwise in writing with one of the directors. Our fee rates increase annually – we will inform you in writing of any such increases at the start of each new financial year.
- 3.2.2. Cost estimates provided to clients are as accurate as possible but are for guidance purposes only and should not be regarded as quotations.
- 3.2.3. You may, by agreement, set a limit on the fees to be incurred for any matter, provided that upon reaching such limit the Firm will advise you and cease work until further instructions are received.

3.3. Disbursement costs

- 3.3.1. Disbursements incurred on your behalf will be charged to you in addition to our fees.
- 3.3.2. Additionally, the Firm also charges for the disbursements listed in **Annexure A**.

3.4. Tax

- 3.4.1. All our fee rates are quoted exclusive of value-added tax ("**VAT**").
- 3.4.2. If you are not a South African tax resident, and you qualify for your invoice to be zero rated for the purposes of VAT, and:
- 3.4.2.1. the South African Revenue Services disallows such zero rating for any reason whatsoever; then
- 3.4.2.2. you will be liable for VAT on any such disallowed invoice(s), which shall be payable to us on demand.

3.5. Travelling

If you prefer our attorneys to meet you offsite, the Firm will charge service fees (being the relevant attorney's travel time, as set out in **Annexure A**) and our disbursement costs (as set out in **Annexure A**), unless agreed otherwise with a director in writing.

3.6. Time recording

3.6.1. Our attorneys will record their time spent in increments of 1/6th (one sixth) of an hour.

3.6.2. All items for which the Firm does not charge will be reflected on the invoice as such.

3.7. Work-in-progress updates

3.7.1. The Firm will send you a weekly work-in-progress report once work on your matter exceeds R5,000.00 (five thousand Rand).

3.7.2. The work-in-progress report will specify all time actually recorded by our attorneys as at the time and date of sending the report.

3.7.3. This work-in-progress will be moderated by us prior to being turned into an invoice, on the following basis:

3.7.3.1. all time duplications will be removed;

3.7.3.2. any errors or obviously erroneous narratives will be removed; and

3.7.3.3. any other items that are deemed necessary by the relevant director overseeing your matter(s).

3.8. Meetings

For all meetings, only the most senior of our attorneys present will charge for their time.

3.9. Validity

The fee rates specified in **Annexure A** will apply until 28 February 2021.

4. INVOICING

4.1. Time-based instructions

The Firm will render invoices at the earlier of:

- 4.1.1. month-end, usually on the last business day of the month (although this may vary, at the discretion of the relevant director); and
- 4.1.2. the completion of the instruction.

4.2. Fixed fees

The Firm will render its invoice on the agreed date.

4.3. General

- 4.3.1. All our invoices will contain clear and accurate narratives of all the work that our attorneys have performed on your matter.
- 4.3.2. Unless otherwise agreed, all invoices will be sent electronically.
- 4.3.3. All invoices are generated in the name of the client who signed these terms of engagement only.
- 4.3.4. On receipt of our invoice you have 14 (fourteen) days to query any fees due or request any changes be made to your invoice, after which no changes will be made.
- 4.3.5. Our invoices are payable immediately, unless agreed otherwise with the relevant director in writing. If any of our invoices have not been paid:
 - 4.3.5.1. within 7 (seven) days of being sent to you, the Firm will send you a reminder of our invoice; and
 - 4.3.5.2. within 14 (fourteen) days of being sent to you, the Firm may, at the discretion of the director overseeing your matter(s), cease all work on any ongoing instructions until the outstanding invoice(s) are settled in full.

5. TRUST FUNDS

- 5.1. Any funds deposited in trust may be invested in an interest-bearing account, upon your instruction, in terms of section 86(4) of the Legal Practice Act, 28 of 2014.
- 5.2. In such case, the Firm will be entitled to charge a fee as a percentage of the interest earned in respect of such investment to cover administrative expenses incurred in supervising such investment and in complying with the requirements of the Legal Practice Council.

6. PERSONAL INFORMATION

- 6.1. The Firm will process personal information provided to us in terms of applicable law. It is your duty to provide us with correct and up to date information and you need to advise us should there be a change in any of the information previously provided to us.
- 6.2. The Firm will only process your personal information for purposes of the Firm's engagement with you and for legitimate business purposes.
- 6.3. The Firm will share your personal information in accordance with the Firm's privacy policy.
- 6.4. As part of the Firm's engagement, the Firm would like to keep you up to date with relevant information that might be of interest to you, by sending you newsletters or similar correspondence by electronic means. You can opt out from receiving these at any time.
- 6.5. Please note that in processing your personal information, the Firm may also make use of third party suppliers not domiciled in the Republic of South Africa and as such, personal information may flow cross border. By accepting these terms of engagement, you expressly agree to this.
- 6.6. Unless otherwise agreed, the Firm will be entitled as part of the Firm's business operations to disclose that you are a client of the Firm and disclose the nature of the services that you have engaged us for.

7. THE FIRM'S SERVICES: WAIVER AND INDEMNITY

- 7.1. Where the Firm's advice is based on the interpretation of the law, the Firm does not guarantee it. However, we undertake to provide all services in a responsible manner and with reasonable care and skill in accordance with an acceptable standard.
- 7.2. You waive any claim of whatsoever nature (including damages, loss, interest, costs, expenses or otherwise), howsoever arising whether in contract or in delict or otherwise which you may have against the Firm and/or any of its directors beyond the amount actually recovered by the Firm under its professional indemnity insurance policy in respect of your claim. Whilst the Firm will make every effort to ensure that professional indemnity insurance is in place, it gives no undertaking that there will be professional indemnity insurance in place to cover such claim or that if there is such professional indemnity insurance in place that it will be sufficient to cover your claim(s).
- 7.3. You indemnify the Firm and its directors against any claim of whatsoever nature (including but not limited to damages, loss, interest, costs, expenses or otherwise), howsoever arising whether in contract or in delict or otherwise, that may be made against the Firm and/or any of its directors by any third party as a result of any work done, or omitted to be done, whether negligently (including gross negligence) or in breach of obligations to you or otherwise, by the Firm, or any director, past director or employee, for you or on your behalf.

8. INTELLECTUAL PROPERTY

Unless otherwise agreed in writing, the Firm retains all intellectual property rights and copyright in any work or deliverables delivered to you as part of our services.

9. MANDATE

The Firm reserves the right to terminate its mandate at its sole discretion, including, but not limited to, where the Firm's invoices are not paid within 30 (thirty) days of presentation or where a conflict arises.

10. DEFAULT

Should the Firm instruct collection attorneys to collect overdue debts, or to take any action in the implementation or protection of the Firm's rights, the Firm shall be entitled to recover all legal costs arising therefrom, including the collection commission, on the scale as determined between attorney and own client, alternatively, and only if action is instituted in the Magistrate's Court, on an attorney and client scale.

11. RECORD RETENTION

At the end of a matter, your file will be kept for the period as prescribed and allowed for by law after which period the Firm has the right to destroy your file.

12. GOVERNING LAW

It is agreed that the law of the Republic of South Africa will apply to the interpretation and enforceability of these terms and consent is given to the jurisdiction of any Magistrate's Court of Cape Town in respect of all legal proceedings arising out of the interpretation or enforceability of these terms. Notwithstanding the foregoing, the Firm is still entitled to institute proceedings in the High Court of South Africa (Western Cape Division, Cape Town).

ANNEXURE A

1. FEE RATES

We charge service fees (professional time spent) as well as disbursement costs.

2. SERVICE FEES

2.1. Our service fees may take the form of time spent or fixed fees.

2.2. Our fee rates for time based transactions are as follows:

2.2.1. **Directors:** R2,200.00 – R4,000.00 per hour;

2.2.2. **Senior Associates:** R1,900.00 – R2,100.00 per hour;

2.2.3. **Associates:** R1,000.00 – R1,800.00 per hour;

2.2.4. **Candidate Attorneys:** R650.00 – R900.00 per hour; and

2.2.5. **Paralegals:** R600.00 per hour.

3. DISBURSEMENTS

We will also charge:

3.1. a fee of between R170.00 and R250.00 plus VAT for printing, emails and telephone calls;

3.2. a foreign exchange fee of R200.00 on foreign fund payments to cover prescribed bank charges; and/or

3.3. travelling fees up to a maximum of R6.50 per kilometre.