

**Client Agreement** between MAYBERY ATTORNEYS INC. and

Client Name	
ID number	
Company name	
Registration no.	
Tel/cell	
Email	
Address	
Company Address	

Thank you for choosing Maybery Attorneys Inc. as your legal representation. Please read the terms of this Agreement carefully – it sets out our services, fees, and how our relationship will work.

**1. Appointment to render Legal Services**

- 1.1. You, the undersigned, hereby appoint Maybery Attorneys Inc. to render professional legal services to you, and to invest monies on your behalf where applicable.
- 1.2. Our engagement and services will begin upon countersigning of this Agreement and payment of deposit.
- 1.3. Services in this matter will end, unless otherwise agreed upon in writing, upon settlement, judgment, completed document or task, or should either party terminate the Agreement.

**2. Scope of Services**

- 2.1. The Scope of the Service shall be as specifically requested by you from time to time, and confirmed by us via engagement letter.

**3. Fees**

- 3.1. All services are charged for per the Pricing in Schedule 1.
- 3.2. Where we successfully collect a claim or part thereof, we are entitled to collection commission per Schedule 1, in addition to professional fees, regardless of into whose account the debtor makes payment. Please note that though collection commission is demanded from the debtor, and while we do use our best efforts at all times, that in the event that the debtor cannot be made to pay the collection commission, the commission is ultimately payable by you.

**4. Payment terms**

- 4.1. Deposits are required on all work before engagement and work commences.
- 4.2. Outstanding fees are immediately due, owing and payable upon presentation of invoice.
- 4.3. We shall be entitled to set off disbursements incurred and fees accounted against any amount held on your behalf without notice.
- 4.4. Interest on accounts in excess of 30 days will be due and payable calculated at a rate equal to 2% per month. If any amounts are agreed to be payable by way of instalments, then if any one instalment is not paid on due date the full balance of the amount owing will become due and payable. If at any time our account is unpaid for longer than 30 days, we shall have the right to refuse to carry out any further work until payment in full has been made. We shall have an express lien over all files and information until full payment has been received.
- 4.5. A certificate of balance, signed by one of our directors, shall be *prima facie* proof of amounts owing to us.
- 4.6. Where we agree with you upon a fee or charge, and where the work is in our view substantially performed, then the whole of the agreed fee will be payable; or, if the mandate has not been substantially performed, then we will be entitled to payment for the work actually performed and disbursements actually incurred.

**5. Bank details**

- 5.1. Our bank account details are:

<b>Trust bank account</b> First National Bank Account No 62810240664	<b>Business bank account</b> First National Bank Account No 62810240242
---	--

- 5.2. **Cybercrime safety** - We will never notify you of a change of banking details without a supporting letter issued by our bankers. Even if you receive such a letter, you must contact our offices in order to confirm its authenticity, and obtain additional confirmation from your banking institution. In the event that you fail to verify our banking details with us whenever requested by anyone to make payment, we will not be liable for any loss that may be suffered resulting from any payment by you to an incorrect bank account (or a bank account which is purported to be ours).
- 5.3. **Your bank details** – at the beginning of our mandate, we obtain your banking details and will only make payments to you into that bank account, unless you personally provide us with alternate verifiable bank details. You must immediately inform us of any changes in address, bank account or other information and indemnify us from all damages arising from failure to do so.

**6. Confidentiality and POPI compliance**

- 6.1. You and we agree to use our best endeavours at all times to keep confidential, and to ensure that our respective employees and agents keep confidential, any confidential information which we/you/it/they have acquired or may acquire in relation to either of us.
- 6.2. You commit to compliance with the requirements of the Protection of Personal Information (POPI) Act, and warrant that all information you provide to us has been processed in compliance with said Act.
- 6.3. You consent in terms of the POPI Act to the processing of your personal information and indemnify us from any action related to information privacy arising from information you provide to us. You consent to us or our agents performing credit checks or traces against you or your company as well as reporting adverse credit information in the event of non-payment.

**7. Limitation of liability**

- 7.1. Litigation is a complex process, the results of which can be affected by any weakness in your case of which you are not aware or do not make us aware, as well as the efficiency of the courts, case law and judicial policy decisions. Although we always make our best efforts to advance your case on your behalf, NO attorney can guarantee the successful conclusion of any case, and we do not make such guarantee.
- 7.2. You acknowledge that legal action against your client(s)/customer(s) may result in damage to your relationship with them or termination of it, and you indemnify us from all resultant damages.
- 7.3. In no event shall Maybery Inc. be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, loss of a potential business deal, business interruption, interruption in access to the Services, loss of business information, or any other pecuniary loss). In any case, Maybery Inc's entire liability under this Agreement shall be limited to the sum of fees actually paid by the Client for work on the case file in respect of which any dispute may arise.

**8. Termination**

- 8.1. This Agreement may be terminated in writing at any time by you or us for any reason. Termination of this Agreement does not affect amounts outstanding or our rights contained herein. You will be responsible for payment of all fees and disbursements up to date of termination.

**9. Breach**

- 9.1. If any Party ("the Defaulting Party") commits a breach of any provision or terms of this Agreement and fails to remedy any such breach within 7 (seven) days of the receipt of written notice calling upon the Defaulting Party to do so, then the Aggrieved Party shall be entitled, in addition to any other remedy available to it at law, to cancel this Agreement or to claim specific performance, in either event without prejudice to the Aggrieved Party's rights to claim damages. If we take legal action to recover amounts you owe to us, you will be liable for all legal costs on the attorney-and-own-client scale as well as collection commission.

**10. Warranties**

- 10.1. In the event that the client is a corporation, company or other legal entity, by his/her signature hereto, the signatory warrants that he/she is a duly authorised representative of such legal entity and agrees to be bound as surety and co-principal debtor *in solidum* in our favour, for all the debts of the client, under renunciation of all the legal exceptions, which he/she declares to know and understand.

**11. General**

- 11.1. This Agreement and its Schedules represent the whole agreement between us, and no verbal representation will be of any force unless reduced to writing.
- 11.2. South African law shall apply to this Agreement, and you and we consent to the jurisdiction of the Pretoria Central Magistrate's Court, notwithstanding that the quantum in such matter may exceed the monetary jurisdiction of said Court.
- 11.3. You nominate as your *domicilium citandi et executandi* the physical and email addresses filled in on page 1 above for the delivery of any notices, pleadings or any other correspondence relating to this agreement. Ours is:  
 Physical address: 41 Redge Drive, Faerie Glen, Pretoria 0081  
 Postal Address: PO Box 904267 Faerie Glen, Pretoria 0043  
 Email: [reception@mayberyinc.co.za](mailto:reception@mayberyinc.co.za)

Signed at **PRETORIA** on this \_\_\_\_\_

CLIENT

FOR MAYBERY INC.

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

duly authorised hereto

**SCHEDULE 1 – PRICE LIST & COST ESTIMATES**

DESCRIPTION	PRICE
<b>FIXED PRICE SERVICES</b>	
<b>Trademarking</b>	
• Trademark search (per mark)	R2,500
• Trademark registration (per mark)	R2,500
• Renewal of trademark (per mark)	R2,500
<b>POPI Compliance</b> (including all documents, registration & 1 hr of staff training)	R20,000
<b>Conveyancing</b>	Per tariff
<b>Antenuptial Contract</b>	R4,000
<b>Will</b>	No charge
<b>Estate executor fee</b>	3.5%
<b>Acknowledgment of debt</b>	R1,500
<b>Set up Trust</b>	R15,000
<b>Subscription services</b>	R500, R900 & R1,500 – refer to Business Plan documents
<b>HOURLY SERVICES</b>	
<b>Debt Collection and related litigation</b>	Commission on successful collection: 10% of amount successfully collected
<b>Contracts</b>	
• Review	1-5 pgs: R500-R1,000; Else
• Drafting	R1,500 per hour
• Negotiation	R1,500 per hour, min charge R5,000
	<i>See specialised commercial advice rate</i>
<b>Specialised Commercial advice</b> Including	R2,000 per hour
• Trademark advice and litigation	
• Large transactions and company structuring	
• Mergers & acquisitions	
<b>General litigation charges</b>	
• Consultation	R1,500 per hour
• Correspondence & advice	R375 per 15 min
• Travelling and court attendance costs	R750
<b>Unopposed litigation phase (if no defence)</b>	
• Application: Drafting	R1,500 per hour
• Summons (Magistrates Court): drafting	R1,500
• Summons (High Court): drafting	R5,000
• Sheriff's costs for service	~ R250 – R1,000
• Drafting application for default judgment	R750 per hour
• Attorney unopposed court appearance fee	R1,500 per hour
• Advocate unopposed court appearance fee	R1,900 per hour
• Drafting warrant of execution	R1,500
• Attending sheriff's execution processes (attachment, removal, auction etc.)	R750
<b>Opposed Litigation (if Debtor defends)</b>	
• Drafting of all other documents, discovery, attending conferences, preparation for trial, taxation hearings and all other functions	R1,500 per hour
• Attorney opposed court appearance fee	R15,000 per day
• Advocate trial fee	R19,000 per day
<b>Urgent and after hours work</b>	R2,500 per hour
<b>Urgent applications</b>	

<ul style="list-style-type: none"> <li>• Consultation, drafting and first appearance</li> <li>• Further work as required</li> </ul>	R50,000 per above litigation rates
<b>Criminal defence</b> <ul style="list-style-type: none"> <li>• Attending to police station, securing release and bail</li> <li>• Attending court: first appearance</li> <li>• Further work as required</li> </ul>	R5,000 excluding bail amount  R5,000 per above litigation rates

Prices are valid for 2021 and subject to change. All amounts are exclusive of VAT.

## LITIGATION COST ESTIMATES

*Note: It is extremely difficult to accurately estimate the total cost of litigating a matter from start to end. The cost of a matter depends on your opponent's response and willingness to be reasonable, the complexity of the matter, as well as how much work and attention you demand from us. There are many different paths that a matter may take, with different lengths and levels of complexity and work required. While we make our best effort to provide you with an estimation of costs, you must accept that this does not constitute a quotation and may vary. If your case is successful, you are entitled to repayment of your legal costs from your opponent, but costs are most often awarded on the "party and party" scale – the lowest of the three scales. In practice this amounts to about 25-50% of your costs incurred.*

Here we present an approximation of cost scenarios.

1. Simple debt collection (undefended): 15% - 25% of debt amount
2. Undefended litigation: R5,000 – R10,000
3. Defended litigation: R20,000 - >R100,000
4. Rescission of a judgment: R7,000 – R10,000
5. Postnuptial registration: R10,000 – R15,000
6. Uncontested divorce: R20,000
7. Contested divorce: R20,000 - >R100,000
8. Urgent applications and other complex litigation: R50,000 - >R100,000

**SCHEDULE 2 - DEED OF SURETYSHIP – REQUIRED FOR JURISTIC PERSONS**

NOTE: Section 15 of the Matrimonial Property Act, 1984, provides that a spouse married in community of property may not bind themselves as Surety without the written consent of their spouse attested by two competent witnesses in respect of each such transaction. If the surety is married in community of property, the written consent must also be obtained from the surety's spouse by way of signature hereto.

I/We, the undersigned,

<b>FULL NAME</b> _____	<b>and</b> <b>FULL NAME</b> _____
<b>ID NO</b> _____	<b>ID NO</b> _____

(hereinafter referred to as “**the Surety**” or “**the Sureties**”), hereby bind **myself/ourselves** as sureties and co-principal debtors, jointly and severally to **MAYBERY ATTORNEYS INCORPORATED** Registration No: 2019/215067/21 a company duly incorporated and registered in accordance with the laws of the Republic of South Africa and its successors or assigns (hereinafter referred to as “**the Creditor**”) for the due and proper fulfilment of all the obligations of the Debtor in this Agreement.

1. This suretyship shall constitute a continuing covering liability on my/our part for whatsoever amount/s and whatsoever other obligation/s will be owing by the Debtor, notwithstanding any intermediate discharge or settlement of or fluctuations in the amount so owing and notwithstanding the liquidation (which term shall for all the intents and purposes in terms of this suretyship include insolvency, surrender, winding up and judicial management) or legal disability of the Debtor or any other sureties for and/or co-principal debtors with the Debtor, unless all liabilities and/or obligations owing by the Debtor have been discharged in full.
2. This suretyship shall not be capable of cancellation nor or variation in any form whatsoever unless the Creditor specifically agrees thereto in writing.
3. Without restricting the generality of the foregoing, my/our liability hereunder shall not be limited to the principal sum of any indebtedness of the Debtor, but shall also cover all amounts making up the indebtedness including in particular: interest, commissions, stamps and other charges including, if applicable, any legal charges as between attorney and Debtor and this suretyship and shall cover not only all the Debtor's obligations currently and in the future to the Creditor, but also any claim for damages by the Creditor against the Debtor arising by reason of any unlawful cancellation or rescission of the Agreement.
4. A certificate signed by any director of the Creditor as to the existence and amount of the indebtedness of the Debtor to the Creditor at any time as to the fact that such amount/s is/are due and payable and as to any other fact, matter or thing relating to the indebtedness of the Debtor to the Creditor, shall be sufficient proof of the contents and correctness thereof for the purpose of provisional sentence or summary judgement or any other proceedings against us arising out of this suretyship in any competent court and be treated as a liquid document for those purposes and the foregoing certificate shall be deemed to be sufficient particularly for the purposes of pleading or trial in any action instituted by the Creditor against me/us.
5. No extension of time or other indulgence in respect of any payment or performance, no delay or omission in demanding or enforcing any payment or performance, no whole or partial release from liability and no compromise or other arrangement in respect of the extent, amount, duration, reduction or postponement of liability granted or allowed by the Creditor to the Debtor and no realisation, release or abandonment (wholly or partially) of any security for any indebtedness covered hereby shall discharge me/us (wholly or in part), as the case may be from liability hereunder *in solidum*.
6. The Creditor shall at all times be entitled to apply any amounts received by it from the Debtor or from me/us or from the proceeds of any relevant security or otherwise to whichever debt/s or costs or interest thereon of the Debtor including attorney and Debtor costs, if applicable as the Creditor may in its sole discretion decide and whenever the Creditor may in its sole discretion think fit to do so.
7. I/We renounce the benefits of the legal exceptions “excussion”, “benefit of division”, “cession of action”, “*non causa debiti*”, “no value received”, “revision of accounts” and “*de duobus pluribus reis debendi*”, with the full meaning and effects whereof I/we declare myself/ourselves to be fully acquainted with.

8. In the event of:
  - 8.1. any liquidation or judicial management of the Debtor; or
  - 8.2. any composition or compromise by the Debtor to any other person whether in terms of the company law or insolvency law or under common law;
9. I/We consent not to file any claim against the Debtor or other persons until the Creditor's claim against the Debtor has been paid in full.
10. I/We hereby acknowledge that at the time of signature by me/us of this Deed the same was complete and regular on the face of it and the name of the Debtor as also our names are filled in on the Deed at the time of signature hereto and there have been no warranties and/or representations of any nature whatsoever made by the Creditor save as herein set forth.
11. I/we hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction under Section 28 of the said Act in respect of any action to be instituted against me/us or any one or more of me/us by the Creditor. The Creditor has the discretion to proceed against me/us or any one of us in such Magistrate's Court or any other Court having jurisdiction.
12. I/We hereby warrant to the Creditor that I/we have a material interest in securing the indebtedness covered by these presents which are entered into for Debtor's benefit and the person/s signing these presents on behalf of me/us (if applicable) shall be deemed by virtue of his/their signature hereto to be the party, jointly and severally with each other and with me/us to the foregoing warranty in their personal capacity and to warrant jointly and severally to the Creditor that I/we are empowered to give or make this warranty, representation or undertaking and that he/they is/are duly authorised to execute these presents on behalf of me/us.
13. It is recorded that there are no conditions precedent suspending the operation of this suretyship and that no warranties, promises or inducements of any nature have been made or given to me/us by or on behalf of the Creditor to sign this suretyship and to bind me/us in terms hereof.
14. This suretyship is in addition to and supplements any prior Deed of Suretyship already executed by me/us or any one of us in favour of the Creditor and it shall not derogate from the validity or operation of such prior Deed of Suretyship and the cession set out above shall rank *pari passu* with any other cession in favour of the Creditor.
15. I/We hereby choose *domicilium citandi et executandi* for all purposes arising out of this Deed at the addresses set forth on the face of this suretyship under our names for all purposes and all notices required to be given to me/us in terms hereof shall be considered duly given to me/us if posted to the said address, and shall be deemed to have been received by me/us, unless the contrary is proved by me/us, within 4 (four) days from date of posting, if posted to me/us by prepaid registered post and on the date of delivery, if delivered to me/us by hand.
16. I/We shall be responsible for all costs, charges and expenses of whatsoever nature which may be incurred by the Creditor in enforcing its rights in terms hereof including without limitation legal costs on the scale as between attorney and own client and collection commission.
17. Any provision in this suretyship which is or may become illegal, invalid or unenforceable shall be treated *pro non scripto* and severed from the balance of the agreement without invalidating the remaining provisions of this suretyship or affecting the validity or enforceability of such remaining provisions, and this suretyship is divisible in respect of each of the Sureties.

Thus done and signed at \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Surety Name: \_\_\_\_\_

Signature: \_\_\_\_\_

*If married in community of property:*

Spouse Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**SCHEDULE 3 - POWER OF ATTORNEY**

---

I/We, the abovementioned and undersigned party(ies) do hereby nominate, constitute and appoint **MAYBERY ATTORNEYS INC**, (hereinafter referred to as "my attorneys") to:

1. be my attorneys and agents, to attend on my behalf to my claim/s, to claim and collect all fees or monies payable to me from the debtor or any related person/ entity, to adjust, settle, compromise and submit to arbitration all accounts, debts, claims, demands, disputes and matters which may subsist or arise between me and the debtor or any person, persons, fund/s, company/ies, corporation/s or body/ies whatsoever and for the purpose of arbitration to make the necessary appointments and sign and execute the necessary acts and instruments in that behalf;
2. commence, and prosecute and to defend, compromise and abandon all actions, suits, claims and demands and proceedings in regard to the above matters or in relation to my affairs in or before any Court or other body of person in the Republic of South Africa and in any territory or country anywhere in the world and specifically to apply for legal aid if required to execute this mandate;
3. suffer judgment or decree to be given against me in any of such proceedings by default as my said Attorneys shall deem fit;
4. attend all meetings of any person/s, company/ies, syndicate/s on my behalf;
5. sign or execute any Deed, Application, Pleading, Notice, Document or Instrument in writing as effectually as I might or could do if personally present;
6. appoint and negotiate, arrange and pay all fees including contingency or success fees of counsel, witnesses, presiding officers and to make all or any payments whatsoever which may be necessary and desirable in my attorneys' opinion for the proper conduct of the case;
7. choose *domicilium citandi et executandi* on my behalf;
8. AND GENERALLY to do, execute and suffer any such act, deed, matter or thing whatsoever, as the said attorneys may deem necessary or expedient in or about my concerns.

HEREBY GIVING AND GRANTING to my attorneys power to appoint a correspondent/subcontracting attorney from other firms, a substitute or substitutes, and the same at pleasure to displace or remove and appoint another or others, hereby ratifying and agreeing to ratify whatsoever shall be done or suffered by virtue of these presents. In event that my attorneys appoint correspondents or other attorneys as subcontractors or agents, I authorise my attorneys to also negotiate and pay such attorneys or agents' costs and to enter into fee agreements with them including contingency fee agreements. These costs and disbursements shall be deemed to be part of my attorneys' disbursements and shall be payable in addition to my attorneys' costs as set out herein.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

Signature: \_\_\_\_\_

## SCHEDULE 4 - DOCUMENTS REQUIRED BY THE FINANCIAL INTELLIGENCE CENTRE ACT

### INDIVIDUAL, SA RESIDENT

1. Copy of ID document (SA Citizens) / Passport (Foreign Nationals)
2. Proof of address less than three months old (for example utility bill, store account statement, bank statement with address, DSTV account, municipal letter)
3. Should you not have proof of address in your name, you may provide a declaration by a third party confirming that you share an address with them and provide the third party's proof of ID and proof of address (less than three months old).
4. Copy of SARS document confirming income tax number
5. Copy of bank statement confirming individual banking details (less than three months old)

### INDIVIDUAL, NON-RESIDENT

1. Copy of foreign ID / passport
2. Proof of address less than three months old (if you don't have proof of address in your name, you may submit a declaration by a third party confirming that you share an address with them and provide the third party's proof of ID and proof of address (less than three months old).
3. Document confirming tax registration number
4. Copy of bank statement confirming foreign bank details of individual (not more than three months old)

### COMPANY

1. Company registration documents
  - 1.1. CM1- Certificate of Incorporation
  - 1.2. CM2- Memorandum of Association
  - 1.3. CM22- Notice of Registered Office
  - 1.4. If applicable, CM9 or Certificate of Recognition (CoR) (CoR 18.1 and 18.3 for conversion from CC and CoR 15.1 for name changes)
2. Proof of address company address (not more than three months old)
3. Copy of SARS document confirming Income tax / VAT registration number for company
4. Resolution on company letterhead signed by all directors nominating authorised signatory / representative
5. Copy of bank statement confirming company banking details (less than three months old)
6. For the authorised signatory / representative and / or CEO, each director and each person or corporation with shareholding of 25% or more in the company, we require the following:
  - 6.1. Copy of ID
  - 6.2. Proof of address (not more than three months old)

### CLOSE CORPORATION

1. Copy of Founding Statement (CK 1) and Certificate of Incorporation (if applicable, CK2 for any amendments to the Founding Statement)
2. Business address if different from registered address
3. Proof of address of the company (not more than three months old)
4. Copy of SARS document confirming Income tax / VAT registration number for the CC
5. Resolution on the CC letterhead signed by all members nominating one signatory / representative
6. Copy of bank statement confirming bank details of the company (less than three months old)
7. For the authorised signatory / representative and each member we require the following:
  - 7.1. Copy of ID
  - 7.2. Proof of address (less than three months old)

### TRUST

1. Copy of Trust deed (if applicable, any deeds of amendment of Trust Deed)
2. Copy of Letter of Authority
3. Copy of SARS document confirming Income tax / VAT registration number for trust
4. Resolution signed by all Trustees nominating authorised signatory / representative
5. Copy of bank statement confirming trust account banking details (less than three months old)
6. For the authorised signatory / representative, each trustee, beneficiary and founder of the trust we require the following:
  - 6.1. Copy of ID
  - 6.2. Proof of address (less than three months old)