MAYBERY INC.

ATTORNEYS

CLIENT AGREEMENT
between
MAYBERY ATTORNEYS INC.
and

Company Name	
Company Registration Number	
Registered Address	
Accounts Dept. Email	
Person Name (Individual)	
Identity Number	
Personal Address	
Tel / Cell	
Personal Email	

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 or as required by the nature of the matter, and confirmed by us via engagement letter.

3. FEES AND PAYMENT TERMS

3.1. We try wherever possible to provide fixed costs for certain tasks. However, for some legal tasks, this is simply not possible. Please note that all quotations provided are a minimum-cost estimate based on a reasonable understanding of the matter given the information you have provided to us initially. It is based on the assumption that no setbacks, extended technical difficulties or dilatory steps by your opponent are encountered. The time taken to resolve a matter can vary widely due to factors including but not limited to your opponent's conduct, litigation strategy and obstructive conduct by parties, court of choice and backlogs, co-operation of various 3rd parties, and the amount of negotiation required to see a matter through. Maybery Inc. cannot be expected to be held to limiting costs to the stated quotation total where further work than anticipated is required in excess of the quoted tasks/functions. If your opponent does not cooperate with the minimum steps required to enforce your rights, then further legal work will be necessary, and this is caused by your opponent.

3.2. Quotations do not cover the entire litigation process, nor settlement meetings, negotiations, other processes or any services other than the tasks specifically described above, nor costs of 3rd party service providers like sheriffs or correspondent attorneys (required for litigation in jurisdictions outside of Pretoria). Quotations do not include charges for ongoing correspondence, advice or updates in excess of once every two weeks.

3.3. Our services are charged at R2,000.00 excl. VAT per hour for all work required over and above the tasks in quotations, except for urgent matters and complex commercial law functions which are charged at R3,000 excl. VAT per hour. Legal services are unique and cannot be provided piecemeal. The firm is authorised to render all services it deems necessary in its discretion, in full, to ensure successful handling of the client's matter.

3.4. Please note further that certain legal tasks require disbursement to 3rd parties, be they sheriffs, advocates, correspondent attorneys in other provinces, messengers and such. These costs are for the client's account. We try where possible to provide estimates of these costs, but they vary from one service provider to the next, from province to province, one field of law to another, by court (e.g. Magistrates Court or High Court) and by level of seniority of practitioner. Maybery Inc. is not liable for charges by 3rd parties. All 3rd party providers' accounts must be paid in full upfront before the provider will be engaged to provide services to you.

3.5. Client Agreement: Our services are always subject to the terms of this Main Client Agreement, as well as the terms on our quotations and our Terms of Service available at www.mayberyinc.co.za/tsandcs.

3.6. Deposits and Payment: Maybery Inc. operates on a strict credit balance system for clients who are not on a retainer. Each task/phase of work requires payment of deposit before work on that task/phase commences. Where any further work has been necessitated, all unpaid balances are payable upon presentation of our invoice. Interest of 2% per month will be payable on all accounts in arrears. We reserve the right to halt legal proceedings at any stage if our or a 3rd party provider's account is not paid timeously, the consequences of which are borne by the client.

3.7. Quotations are valid for 30 days. Please confirm acceptance by email, alternatively, making payment of a deposit to us constitutes acceptance of these Terms and Conditions, our Main Client Agreement and our Terms of Service.

3.8. Retainer Services: Qualifying business entities may consider our Commercial Counsel® retainer. Commercial Counsel® provides a comprehensive advisory service to your business, addressing both the symptoms and the root causes of legal problems. The retainer presents a more affordable option, a convenient payment system without requiring deposits, and removes ongoing charges for correspondence and attendances. Find out more about Commercial Counsel® at www.mayberyinc.co.za/retainer.

3.9. IMPORTANT NOTICE: We will never notify you of a change of banking details without a letter issued by our bankers. Even if you receive such a letter, you must contact our offices in order to confirm the authenticity of same. For any information or questions, visit our website at https://www.mayberyinc.co.za/tsandcs or e-mail reception@mayberyinc.co.za.

3.10. All services are charged for per the Pricing in Schedule 1. All work done is charged for, whether it is a legal professional function (e.g. drafting court documents), or admin function (like email correspondence or preparing your file for trial).

3.11. Deposits are required on all work before engagement and work commences.

3.12. Outstanding fees are immediately due, owing and payable upon presentation of invoice.

3.13. We shall be entitled to set off disbursements incurred and fees accounted against any amount held on your behalf without notice.

3.14. 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.

3.15. The firm shall have an express lien over all files and information and services until full payment has been received.

3.16. A certificate of balance, signed by one of our directors, shall be *prima facie* proof of amounts owing to us.

3.17. 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.

3.18. Penalties on Late Retainer Payments

3.18.1. Retainer fees are billed in advance to secure the Firm's ongoing availability, allocate resources, and ensure uninterrupted legal support. Timely payment is essential to maintain this reserved capacity and to enable the Firm to plan and prioritise work effectively on behalf of the Client.

3.18.2. 95% of our retainer clients pay their retainer bills in full and on time, for which we are eternally grateful. Unfortunately, there always remains a small percentage of clients who are very late on their bills. As all business owners know, SARS levies immediate penalties of 10% plus monthly interest on all businesses who do not pay VAT returns on time. Maybery Inc. takes its legal obligations seriously and is committed to compliance with the law. In the case of these clients who pay late or not at all, this leaves a business with no option but to pay VAT on monies not received, which can have a severe damaging effect on cashflow. Accordingly, these Terms and Conditions have been updated to reflect the same penalty. This penalty is reasonably necessary to compensate the Firm for cashflow loss, the risk these clients cause, the administrative burden and resource allocation inefficiencies caused by late payment, as well as to ensure fairness to other clients whose matters are scheduled and serviced on the basis of confirmed, timeous payment. Any retainer invoice not paid by the due date will attract a one-time penalty of 10% of the outstanding amount per invoice, on any amount not paid within 30 days of invoice. This penalty stands in addition to the interest on late payments payable monthly. The Firm reserves the right at its discretion, in addition to applying the penalty, to suspend services until all outstanding amounts (including penalties) have been settled in full.

3.19. Travel Costs

3.19.1. While the Firm has historically absorbed reasonable travel and petrol costs as part of its retainer offering, sustained increases in fuel prices and associated operating expenses have made it impractical to continue doing so without affecting the overall sustainability of the retainer model.

3.19.2. Accordingly, with effect from the applicable date, whenever travel in excess of **100 kilometres** is necessary to service a client in any one month (for example: meetings, delivery of documents to sheriffs and courts, court appearances) the cost of travel calculated at **R4/km** will be payable in addition to the retainer fee for such excess travel.

3.20. Bank details

3.20.1. Our bank account details are:
Maybery Attorneys Incorporated Trust Account
First National Bank
Account No 62810240664

3.20.2. All payments must be made into our trust account.

3.20.3. All payments must be made with the correct reference as provided to you. Before making any payment, obtain dual confirmation of our account details independently you’re your bank. Failure to do so may result in your payment not being received, or not being noted, and delayed action on your case with resultant cost implications for you and even loss of case and adverse costs orders against you, for which you are solely liable.

3.21. **Cybercrime Alert and Indemnity**

3.21.1. Cybercrime is an ever-increasing threat all to all businesses and clients worldwide, and law firms are no exception. We take every precaution within our power to protect our systems and information, including antivirus software, multi-factor authentication and strict compliance with FICA and POPIA law to ensure the accuracy and safety of our clients' information - but no cybercrime protection is complete without your help.

3.21.2. 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).

3.21.3. **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.

3.21.4. Links - We will never send you a link in an email or otherwise. You must never open a link contained in an email purporting to be from us, no matter what.

3.21.5. Scrutinise every email you receive. Scammers can set the name of their email account to be someone else's email address, but if you hover your mouse over the name in the email, you should see the true email address pop up.

3.21.6. Assume that videos, pictures, calls or recordings you receive from any person claiming to act on behalf of Property Protect® or Maybery Inc. are AI-generated fakes, until you have confirmed their authenticity in person with our Director at our office.

3.21.7. We will never ask you to make a payment in cash or any form of currency or asset other then EFT.

3.21.8. Scrutinise every attachment you receive. We will never send you anything other than a Word document or PDF.

3.21.9. You must maintain a comprehensive antivirus system on your device at all times.

3.21.10. You understand that you have the option to receive invoices, statements and proof of banking details from the Firm by personally collecting physical copies thereof from the Firm's office. However, should you choose to receive them by email, whatsapp or any other medium for the sake of convenience, you understand and accept the risk of cybercrime, i.e. that third parties may attempt to convince you that the Firm's account details are different from the above.

3.21.11. You understand that you share the responsibility of preventing cybercrime, and that you are required to , and you shall, obtain separate independent verification of the veracity of account details, from your banking institution.

3.21.12. You understand and accept that the Firm cannot ensure the safety of your own email system and cannot prevent hackers from sending you mails from addresses designed to look similar to those of the Firm. You must at all times maintain adequate antivirus systems on all your devices and the safety of those devices. You must carefully scrutinise all communications received, and shall treat any communication requesting that you use different bank account details than the ones above, as invalid. In particular you shall ensure that all communications purporting to come from the Firm shall be correctly spelt as emanating from the domains mayberyinc.co.za or propertyprotect.co.za.

3.21.13. Notwithstanding the above, you confirm that you will not make payment to any other account details other than those verified by your banking institution under any circumstances, without exception, even if requested to do so by any person claiming to represent the Firm or Property Protect.

3.21.14. You understand that, should you fail to adhere to these precautions above, you bear the risk of financial loss and indemnify the Firm entirely from liability.

3.22. **Confidentiality and POPI compliance**

3.22.1. 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. 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. 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.

4. LIMITATION OF LIABILITY

4.1. 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. 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. 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.

5. TERMINATION

5.1. 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. Termination of any other Agreement e.g. Business Protect® or Property Protect® retainers are governed by those products' Termination clauses contained in their agreements and shall prevail over this clause. In other words, if you are on a retainer with us, your notice period is governed by the contract for that retainer, not this clause.

6. BREACH

6.1. 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.

7. WARRANTIES

7.1. 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* as per Schedule 2 in favour of the firm, for all the debts of the client, under renunciation of all the legal exceptions, which he/she declares to know and understand.

8. GENERAL

8.1. This Agreement and its Schedules represent the whole agreement between us, and no verbal representation will be of any force unless reduced to writing.

8.2. Amendments - No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.

8.3. Severability - If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The parties agree to negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the greatest extent possible, the original intent of the parties.

8.4. Waiver - No waiver of any term or condition of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any breach of this Agreement shall be deemed to be a waiver of any subsequent breach.

8.5. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of South Africa.

8.6. Jurisdiction – the parties consent to the jurisdiction of the Gauteng North (Pretoria) High Court, which has concurrent jurisdiction with all other courts, forums and tribunals and shall have jurisdiction notwithstanding that any such other court, forum or tribunal may also have jurisdiction by legislation, case law or convention.

8.7. Interpretation

8.7.1. The convention of contract that the contract shall be interpreted against the party who drafted it, shall not apply.

8.7.2. When any particular number of days is provided for the doing of any act or for any other purpose, the reckoning shall exclude the first day and shall include the last day which shall include which shall be a business day and shall include all Saturdays, Sundays and public holidays which will occur during the period. A ‘business day’ shall mean a day which is not a Saturday, Sunday or Public Holiday.

8.7.3. Any Schedule or Annexure to this agreement shall be deemed to be incorporated herein and shall form an integral part of this agreement.

8.8. Notices - Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, email, return receipt requested, postage prepaid, to the addresses specified in this Agreement or to such other address as either party may specify in writing.

8.9. Articulation with other Terms

8.9.1. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

8.9.2. Services for Business Protect®, Commercial Counsel or Property Protect® retainers or for RAF services may be subject to additional terms and conditions contained in those services’ respective agreements, and do not negate or exclude the terms and conditions in this Agreement.

8.9.3. Where the terms of this Agreement may conflict with any other terms, the terms of the Maybery Inc. Main Client Agreement prevail unless otherwise explicitly stated in this Agreement.

8.10. 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:

MAYBERY ATTORNEYS INCORPORATED
Physical address: 41 Redge Drive, Faerie Glen, Pretoria 0081
Postal Address: PO Box 904267 Faerie Glen, Pretoria 0043
Email: reception@mayberyinc.co.za

SIGNATURES

FOR CLIENT

Signed at [PLACE] ______________________________

on [DATE] ______________________________

Name
duly authorised hereto ______________________________

Sign ______________________________

FOR MAYBERY INC.

Signed at [PLACE] ______________________________

on [DATE] ______________________________

Name
duly authorised hereto ______________________________

Sign ______________________________

SCHEDULE 1 – PRICE LIST AND COST ESTIMATES

DESCRIPTION	PRICE
FIXED PRICE SERVICES	
Trademarking • Trademark search (per mark) • Trademark registration (per mark) • Renewal of trademark (per mark)	 R2,500 R2,500 R2,500
POPIA Compliance (including all documents, registration & 1 hr of staff training)	R20,000
Conveyancing (Property Transfers)	Per tariff
Business Protect®, Commercial Counsel and Property Protect® retainers	Governed by their specific agreements
HOURLY SERVICES	
Collection Commission Debt Collection (pre-litigation) Litigation (from summons onwards)	Retainer clients: as per retainer contract. Ad hoc clients: none
Contracts • Review • Drafting • Negotiation	1-5 pgs: R500-R2,500; Else R2,000 per hour R2,000 per hour, min charge R5,000 See specialised commercial advice rate
Specialised Commercial advice Including • Trademark advice and litigation • Large transactions and company structuring	R2,000 per hour unless otherwise stated
General litigation charges • Consultation • Correspondence, Attendances & advice • Travelling and court attendance costs • Printing **Unopposed litigation phase (if no defence)** • Application: Drafting	R2,000 per hour R500 per 15 min R750 R3,50 per page R2,000 per hour

• Summons (Magistrates Court): drafting • Summons (High Court): drafting • Sheriff's costs for service • Drafting application for default judgment • Attorney unopposed court appearance fee • Advocate unopposed court appearance fee • Drafting warrant of execution • Attending sheriff's execution processes (attachment, removal, auction etc.) **Opposed Litigation (if Debtor defends)** • Drafting of all other documents, discovery, attending conferences, preparation for trial, taxation hearings and all other functions • Attorney opposed court appearance fee • Advocate trial fee	R5,000 R5,000 ~ R250–R2,000 R2,000 R2,000 per hour R2,000 per hour As charged by Advocate R2,000 R2,000 per hour R2,000 per hour Day fee at 10 hours As charged by Advocate
Urgent and after hours work	R3,000 per hour
Urgent Applications • Consultation, drafting Notice of Motion and Founding Affidavit • Further work as required	 R50,000 As per normal or urgent hourly rate
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, the strengths of your case, your opponent's willingness to act unethically or employ dilatory litigation tactics, 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 limited 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. 1. Simple debt collection (undefended): 15%-25% of debt amount 2. Undefended litigation: R5,000–R25,000 3. Defended litigation: R20,000-R100,000+ 4. Rescission of a judgment: R10,000–R15,000+ 5. Postnuptial registration: R10,000–R15,000+ 6. Urgent applications and other complex litigation: R50,000-R100,000+ 7. Labour representation: R5,000 - R20,000 for hearings and CCMA; R25,000 - >R100,000 for Labour Court	

Prices are valid for 2026 and are subject to change. All amounts are exclusive of VAT.

SCHEDULE 2 – DEED OF SURETYSHIP – REQUIRED FOR ALL 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.

When you engage Maybery Inc. to provide advice to you, you do so on the basis that we advise you personally, whether regarding your personal matters or your company matters. All companies and other juristic entities are required to nominate sureties to stand for payment of costs should the juristic entity fail to do so. Natural Persons must nominate at least one surety. The firm will not render services where this Schedule has not been completed in full.

Checklist: Required for completion of Surety

Full initialling and signature of this Surety Schedule	
Identity Documents and proofs of address of all directors and shareholders holding 25% shareholding or more	
CIPC Beneficial Ownership Declaration for most recent Financial Year	

I/We, the undersigned,
(all directors and shareholders holding 25% or more must be named)

#	Full Name	Identity Number	Cell	Email
1.				
2.				
3.				
4.				
5.				

(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 aforegoing, 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 aforegoing 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 where of 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 sequestration or liquidation proceedings being contemplated or instituted against the Debtor; or
8.3. the death or permanent disability of the Debtor; or
8.4. 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; or
8.5. the winding up or contemplation of entering business rescue of the Debtor; or
8.6. the absence of the Debtor from the Republic of South Africa for more than 90 days; or
8.7. otherwise at the Creditor’s sole discretion,

8.8. the Creditor may proceed against any or all of the sureties jointly and severally for repayment of the Debt, legal costs and interest.

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.

9. 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.

10. I/we hereby consent to the jurisdiction of the Gauteng North (Pretoria) High Court having jurisdiction 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 in any other Court having jurisdiction.

11. 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 aforegoing warranty in their personal capacity and to warrant jointly and severally to the Creditor that I/we are am 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.

12. 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.

13. 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.

14. I/We hereby choose *domicilium citandi et executandi* for all purposes arising out of this Deed at the address set forth on the first page of the Maybery Inc. Client Agreement, as well as my stated email address herein, for all purposes and all notices required to be given to me/us in terms hereof shall be considered duly given tome/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.

15. 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.

16. 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.

Signed at ___________________ on this the ____ day of ___________________________________ .

Surety Name: ___________________________ Signature: ______________________________

Surety Name: ___________________________ Signature: ______________________________

Surety Name: ___________________________ Signature: ______________________________

Surety Name: ___________________________ Signature: ______________________________

Surety Name: ___________________________ Signature: ______________________________

SCHEDULE 3 – POWER OF ATTORNEY

Power of Attorney is required in many instances for certain entities, especially Courts and other Government Departments, to permit us to act on your behalf. If the client is a juristic entity, one director signature (the director nominated on the face of this Agreement) is required. If the client is a natural person, that person's signature is required.

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

2. 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;

3. 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;

4. suffer judgment or decree to be given against me in any of such proceedings by default as my said Attorneys shall deem fit;

5. attend all meetings of any person/s, company/ies, syndicate/s on my behalf;

6. sign or execute any Deed, Application, Pleading, Notice, Document or Instrument in writing as effectually as I might or could do if personally present;

7. 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;

8. choose *domicilium citandi et executandi* on my behalf;

9. 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 the _______ day of _______________________________ .

Name: __________________________

Signature: ______________________

SCHEDULE 4 – CLIENT KYC / DUE DILIGENCE

Please note: Attorneys and Estate Agencies are defined as Accountable Institutions by the Financial Intelligence Centre Act. The Act requires us to collect and process the below information. Full completion of this questionnaire is required. Without this we cannot represent you.

SERVICES REQUIRED	
What services do you require from Maybery Inc. / Property Protect®? (Choose applicable)	
Maybery Inc. • Commercial law services (Litigation, collections, labour, contracts, compliance, advisory) • Personal law services (Litigation, collections) • Property (transfers, disputes)	
Property Protect® Legal • Evictions • Arrears collections	
Property Protect® Rental Management for landlords • Marketing of properties • Tenant vetting • Inspections and handovers • Maintenance coordination • Tenant account management	
Homes.co.za Property Sales • Marketing of single properties and developments • Sales	
Other (please describe)	

SUPPORTING DOCUMENTS CHECKLIST *Please ensure you attach all these documents to this Client Agreement*	
Company Registration Certificate	
Company Beneficial Ownership Declaration (most recent)	
List of directors and shareholders + securities register	
Company Bank Account Confirmation Letter	
Trust Deed (if trust present in structure)	
Trusts: • Letter of Authority • Trust resolution to appoint firm	
[For Property Management services] For each property to be managed: • Title Deed if owned • Other acceptable agreement if being managed on behalf of owner (confirming the client's right to charge and receive rentals)	

ENTITY				
Entity Name				
Entity Type	Private Company		Public Company	
	Joint Venture		Partnership	
	Close Corporation		Individual trading as	
	Trust		NPC	
Registration No.				
CIPC Registered Address				
Represented by	*(Individual name, must be a director)*			
ID number				
Residential Address				
Cell Number				
Email				
Accounts Email				
Beneficial Ownership	Please provide a copy of your latest Beneficial Ownership Declaration filed with CIPC.			

BUSINESS PURPOSE AND SOURCE OF FUNDS	
What is the main purpose for the existence of the entity?	Profit company
	Non-profit, charity
	State function
	Other (please describe)
What was the entity's revenue in the most recent financial year?	

What is the entity's source of funds? (Choose all applicable)			
Salary		Social grants	
Good sold		Trust distributions	
Services rendered		Income from foreign sources	
Rental income		Investment from foreign sources	
Investments		Sales of property	
Subscriptions		Sales of movable assets	
Dividends		Donations	

PERSONS	
Do any of the following apply to any directors, shareholders, trustees, beneficiaries or ultimate beneficial owners of the entity:	
The person is employed in local or foreign government	
The person controls access to government funds, public funds and/ or controls major public benefits, i.e. decisions on whether to award tenders, grants, procurement, and licenses etc.	
The person has previously been convicted of a criminal offence	

SCHEDULE 5 - 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) 7. CIPC Beneficial Ownership Declaration for most recent Financial Year
CLOSE CORPORATION
1. Copy of Founding Statement (CK 1) and Certificate of Incorporation (if applicable, CK2 for any amendments to the Founding Statement) + CIPC Beneficial Ownership Declaration 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)

FNB Electronic Stamp
2026-03-19
Reference Number:VODS9NDT9R1P
To verify this letter, please keep the above reference number and customer account number on hand. Visit FNB.co.za or FNB App, select Contact us/Tools on the Menu, followed by Verify Account Confirmation/Visa Application Letter and follow the screen instructions.
The Reference Number is valid for 3 months.

Date: 2026-03-19

To whom it may concern

ACCOUNT CONFIRMATION LETTER

We confirm that ***MAYBERY ATTORNEYS INC** with identification/registration number **2019/215067/21** (**"the account holder"**) holds the following account with First National Bank,a division of First Rand Bank Limited (**"FNB"**):

Account Type	LEGAL PRACTITIONER TRUST ACCOUNT	**Account Number**	62810240664
Account Status	Active Account - The account is currently open and transacting		
Branch Code	255355	**Branch Name**	MY BRANCH
Swift Code	FIRNZAJJ	**Date Opened**	2019-05-02

FNB issues this letter at the specific request of the account holder and for informational purposes only. This letter serves only to confirm that the above information is, according to the records available to FNB, factually correct as at the date of this letter.

Accordingly, FNB provides no warranties, guarantees, assurances or undertakings of any nature in connection with the above information, the account and/or the account holder, cannot be held responsible for any reliance which may be placed on this letter.

Without limiting the above in any way:

(i) This letter does not constitute a letter of guarantee or a letter of credit.

(ii) This letter does not imply or infer in any way that FNB has reserved the funds held in the account in favour of any person, nor that FNB has placed a hold on or limited the amount available in the account. The amount available in the account may change at any time without prior notice to you; and

(iii) FNB will not be held responsible for any change in the information contained in this letter.

This letter is issued to you without any liability for FNB or its employees. You are to treat this letter as confidential.

Should you have any queries, please visit our website www.fnb.co.za or feel free to contact us on 087 736 2247.