



Our ref:  
Your ref:

**2024**

**TO:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_  
**("the Client")**

220 Lange Street  
Nieuw Muckleneuk  
Pretoria 0181 South Africa  
PO Box 178 Groenkloof 0027  
Docex 42 Brooklyn  
Tel: +27 (0) 12 452 8900  
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E-mail:

[www.kebd.co.za](http://www.kebd.co.za)

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**MANDATE AND COSTS MEMORANDUM**

**RE: COMMERCIAL/CORPORATE (AND RELATED) LEGAL SERVICES RENDERED/TO BE RENDERED TO THE CLIENT, AS PRESCRIBED BY SECTION 35 OF THE LEGAL PRACTICE ACT 28 OF 2014 ("THE LPA") FOR THE PERIOD 1 JANUARY 2024 TO 31 DECEMBER 2024**

This Mandate and Costs Memorandum is entered into by and between:

[ \_\_\_\_\_ ] ("the Client")

and

**KLAGSBRUN EDELSTEIN BOSMAN DU PLESSIS INCORPORATED ("KEBD")**

1. Introduction:

- 1.1 Section 35(1) of the LPA requires that fees in respect of litigious and non-litigious legal services rendered by, *inter alia*, legal practitioners and/or juristic entities should comply with the applicable Court tariffs determined by the Rules Board for Courts of Law in terms of Act 107 of 1985, unless, the user of the aforesaid services agrees with a legal practitioner in writing to pay fees for the services in question outside of the determined tariffs.
- 1.2 This document serves as the mandate given by the Client to KEBD, to render the services referred to in paragraph 2.1 on the Client's behalf. The tariff contained in paragraph 3 below has been negotiated and agreed between the parties in compliance with Section 35(7) of the LPA, being a written cost estimate notice.
- 1.3 The Client's acceptance of the terms and conditions of this Mandate and Costs Memorandum shall be evidenced by it signing same at the foot hereof, having initialled each page, and having returned a copy thereof to KEBD, whether in original and/or by e-mail, which shall be accompanied by an authorising resolution by the Client in the event that it is a legal entity, and, which documents shall be binding on the parties.

2. Mandate and Costs Memorandum:

- 2.1 The Client hereby mandates/confirms the mandate to KEBD to undertake the services (as referred to in Section 35(9) of the LPA), as referred to in **Annexure "A"** hereto, for and on its behalf in return for payment of the agreed fees and disbursements on the terms and conditions contained in paragraph 3 below.
- 2.2 KEBD undertakes to carry out the mandate given to it in accordance with the Code of Conduct provided for in Section 36 of the LPA, which shall be published on the following website from time to time <https://www.lssa.org.za/>.

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**Klagsbrun Edelstein Bosman Du Plessis Inc.**

**Directors:** Steven Klagsbrun, Alan Edelstein, Jean du Plessis, Patricia Morgan, Malandi Pieterse, Ronie Nyama, Candace Schoeman, Elizna Meyer, Eunice Davey

**Senior Associates:** Deirdre Daniel-Naude, Christelle Le Roux Venter

**Associates:** Erik Terblanche, Mpho Diphagwe

**Consultant:** Gordon Leith

**Registration number:** 2013/211167/21

**VAT number:** 4370264584

- 2.3 This mandate is confirmed/accepted and will be given effect to by KEBD subject solely to the Client adhering to the timeous payment of fees and disbursements in accordance with the costs structure set out in paragraph 3 below.
- 2.4 In the event that additional work and/or intervention by third parties, *inter alia*, advocates and/or other specialists is required, the costs thereof shall be in addition to those set out in paragraph 3, and, which costs the Client undertakes to pay, as confirmed in writing, and the details in respect of such costs shall contain the information referred to in Section 35(7) of the LPA.
- 2.5 In the event of any settlement negotiations or change in the nature of this mandate, in order to properly conduct the matter in the best interests of the Client, the additional charges so occasioned shall only be undertaken in accordance with the rates set out in paragraph 3, having due regard to the time spent by KEBD, or third parties employed on behalf of the Client, which costs the Client undertakes to pay, as confirmed in writing, and the details in respect of such costs shall contain the information referred to in Section 35(7) of the LPA.
- 2.6 KEBD undertakes to provide the Client with regular written and/or verbal reports relating to the progress of the work undertaken in terms of this Mandate and Costs Memorandum, which due to changed circumstances or costs increases may require amendment.
- 2.7 Should the Client terminate the mandate given to KEBD, or, should KEBD terminate the mandate (or withdraw from the matter, as the case may be), the Client shall be liable for and effect payment of all costs and disbursements incurred on its behalf as at the date of termination.
- 2.8 In giving effect to this mandate, KEBD is required to comply with, *inter alia*, the following legislation:
- 2.8.1 Financial Intelligence Centre Act, No. 38 of 2001 ("**FICA**"), including KEBD's Risk Management and Compliance Program ("**RMCP**"), as approved by the Financial Intelligence Centre, which requires that KEBD, as an "accountable institution" verifies the identity and other relevant information relating to the Client, prior to rendering any services to, for and on behalf of the Client. The Client is required to complete and return the applicable FICA verification form annexed hereto, together with the required supporting documents, within **5 (five)** business days from the date of dispatch hereof;
- 2.8.2 in terms of FICA and the RMCP, KEBD is restricted from giving effect to this mandate pending satisfactory FICA compliance and verification;
- 2.8.3 FICA imposes an obligation on KEBD to report certain transactions to the Financial Intelligence Centre. This obligation does not affect our attorney client privilege (at common law), however, "confidential" information is distinguishable from "privileged" information, and confidential information is not protected in terms of FICA. If the Client has any queries or concerns regarding this obligation, the Client is welcome to communicate with us.
- 2.8.4 KEBD acknowledges the necessity to keep and treat the Personal (and confidential) Information of the Client as confidential in accordance with the provisions Protection of Personal Information Act, No. 4 of 2013 ("**POPIA**"), and will not use or otherwise disclose the personal and/or confidential information of the Client to any third party, save where this is strictly necessary in terms of the services to be provided to the Client, e.g. in communicating with Counsel and other service providers engaged for and on behalf of the Client, and in any documents to be prepared at the instance of the Client, in which the Client's identity and communication details are required to be provided, and, similarly, where, in terms of any law, such information is required to be provided to any competent authority, and KEBD will comply with these obligations and advise the Client accordingly.
- 2.9 The Client confirms and acknowledges that he/she/it has read and understood the KEBD POPIA Privacy Policy, as published on the KEBD website ([www.kebd.co.za](http://www.kebd.co.za)), a copy of which can be provided to the Client upon request.
- 2.10 The Client, by signing this Mandate and Costs Memorandum and POPIA Consent Form (attached hereto as **Annexure "B"**), hereby gives his/her/its voluntary, specific and informed consent and agrees to KEBD and its directors, consultants, employees, agents and subcontractors, affiliates and third parties processing (i.e.

collecting, using and disclosing) his/her/its Personal Information strictly for the purposes indicated in the KEBD POPIA Privacy Policy.

2.11 This Mandate and Costs Memorandum shall apply to the instructions given in terms hereof, and, the matters in which KEBD is subsequently instructed by the Client, unless such subsequent instructions are dealt with in terms of a separate mandate and costs memorandum.

### 3. Notice in terms of Section 35(7) of the LPA:

3.1 The parties agree that, following negotiations between them as envisaged in terms of Section 35(7)(b) of the LPA, all agreed commercial and corporate work undertaken by KEBD for and on behalf of the Client shall be undertaken in accordance with the hourly fee rate, excluding VAT, as set out hereunder:

3.1.1	Senior Directors (≥40yrs experience)	R6,500-00 per hour
3.1.2	Senior Directors (≥ 25yrs experience)	R5,500-00 per hour
3.1.3	Mid-ranking Directors (15 to 25yrs experience)	R4,250-00 per hour
3.1.4	Junior Directors	R2,750-00 per hour
3.1.5	Senior Associates	R2,000-00 per hour
3.1.6	Junior Associates	R1,750-00 per hour
3.1.7	Senior Candidate Attorneys	R900-00 per hour
3.1.8	Other assistants (secretarial, clerical and Administrative)	R550-00 – R750-00 per hour

- the charges will be raised pro rata for time – for part of an hour – in units of 5 minutes;
- where it has been agreed that a rebate will be applied to all or any of the rates as referred to above, such arrangements, to be applicable, must be confirmed by KEBD in writing. Where an invoice has been rebated and is not settled within 30 days of date thereof, the right is reserved to revise the invoice based on the rates as indicated above, or as otherwise have, in writing, been agreed;
- where the nature of the services requires excessive over time and/or which are requested and/or necessitated on an urgent or after-hours basis, KEBD reserves the right in its discretion to increase the rates, as set out above, which increases will not exceed 25% (twenty five percent) of the relevant amount as referred to in this paragraph above;
- the following factors are taken into account when determining the tariffs, including any rebate as confirmed (in writing) by KEBD:
  - the amount of the work and importance to the Client;
  - the complexity of the matter or the difficulty or novelty of the work or issues raised in executing the matter;
  - the skill, labour and specialised knowledge required in relation to the matter;
  - the degree of responsibility involved;
  - the number, complexity and importance of the documents prepared and/or perused, without necessarily having regard to their length;
  - the time expended in executing the work;
  - the place, where and circumstances at which, the services, or any parts thereof, are required to be rendered;
  - where money, property or another subject matter is involved, the amount or value;
  - the urgency of the matter;
  - the number of professional and non-professional staff involved in executing the work; and
  - the existence of the applicable private tariff.

3.2 VAT shall be charged in addition to the hourly fee rate at the prevailing rates in terms of the Value Added Tax Act, 1991. If the Client is not resident within the South African (tax) jurisdiction, no VAT will be charged.

- 3.3 The parties agree that any litigious work relating to this mandate, or arising therefrom, shall be undertaken by an appropriate Director or Associate of KEBD for and on behalf of the Client. The Client shall be advised accordingly, and the tariff/rates applicable with respect to such litigation (which shall include any mediation or arbitration) shall be set out in a separate annexure, which shall contain the rates, as well as the information referred to in Section 35(7)(a) – (e) of the LPA.
- 3.4 Where an estimate of the costs with respect to the contemplated services to be undertaken by KEBD is provided, the following important provisions shall apply, and must be noted:
- 3.4.1 an estimate will be based on the instructions, information and documents provided at the time the estimate was furnished, it being the client's responsibility to ensure that the instructions, information and documents are correct, and comprehensive, and are capable of being relied on;
- 3.4.2 KEBD accepts no responsibility in the event of the instructions and/or information and/or documents being incomplete and/or inaccurate in any respect;
- 3.4.3 estimates are based on the expected time involved with respect to consultations with the client, and, where applicable, the client's auditor and/or other advisors, the time spent on drafting and settling required documentation, and engaging with the relevant third parties' attorneys, the anticipated time being based on average experience with regard to the matter involved, but having regard to the unpredictable nature of commercial and corporate work (and circumstances beyond our control, e.g. issues which may be raised by the other parties' attorneys, or which may be raised by us in the client's interest with regard to paperwork prepared by other attorneys), it is not always possible to provide an accurate estimate;
- 3.4.4 **accordingly, any estimate provided does not constitute a "quote", and is not to be construed as a limit on the costs;**
- 3.4.5 accordingly, where it is not possible at the inception of the instructions to provide an estimate, or where an estimate is provided, the rates as per the provisions in paragraph 3 above will apply subject to any written agreed rebate or other variation with respect hereto.
- 3.5 We are accordingly reluctant to provide an agreed fixed fee for a matter, and where this has been provided, the provisions of the preceding paragraph 3.4 will similarly apply.
- 3.6 The Client hereby acknowledges and confirms that the basis of providing any cost estimate or fixed fee have been verbally explained to the Client by a legal practitioner of KEBD, and that the explanation will cover the issues and other relevant aspects relating to costs of the legal services to be rendered, known at the time of such explanation, in compliance with the provisions of Section 35(8) of the LPA.
- 3.7 Accounts/invoices will be provided by KEBD to the Client at regular intervals, having regard to the progress of the matter, or monthly on such other basis as shall have been agreed with the Client. Payment of invoices shall be on a strictly **30 (thirty)** day basis calculated from the date of receipt of invoice, with a final account being provided upon completion of the matter.
- 3.8 KEBD is a registered "**Public Beneficiary**" with most of the major banks in the Republic of South Africa. All payments must be made electronically by going to public beneficiary and selecting "**KEBD INC.**" and continuing with the payment as normal.
- 3.9 Please note:
- 3.9.1 that the reference number which appears which the invoice or statement received from Consulting must be used when making payment;
- 3.9.2 if you cannot make payment by way of the Public Beneficiary option, telephonically contact our offices on 012 452 8900 for assistance;
- 3.9.3 **the bank account details furnished to you will never be changed;**
- 3.9.4 there are scams in which hackers obtain access to email accounts and send fraudulent banking details, and we urge you **NOT** to pay into any account other than the public beneficiary account, alternatively if you have telephonically contacted our offices to confirm our trust banking details before making any payment.

- 3.10 KEBD shall be entitled to claim interest on arrear accounts at the prevailing FNB prime rate plus 2% (two percent) calculated on daily balance and compounded monthly in arrears.
- 3.11 Any query or dispute relating to any account/invoice must be raised within **10 (ten)** business days of receipt thereof, failing which it will be accepted that the Client is satisfied with the charges. If any account/invoice is disputed, it is the Client's right to request that the account/invoice be assessed by the sub-committee appointed by the South African Legal Practice Council for such purpose.
- 3.12 In the event of a dispute being raised, the right is reserved to redraw the account and recover from the Client the revised amount of fees and disbursements as agreed, alternatively allowed on assessment. Furthermore, failure by an attorney to comply with the provisions of Section 35 entitles a Client to not pay legal fees to that attorney until the Council has reviewed the matter and made a determination regarding the amounts to be paid.
- 3.13 KEBD also reserves the right to call for payment of a deposit and/or retainer on a regular basis in order to cover any fees and/or amounts/disbursements which may become due to advocates and other service providers from time to time. The Client hereby authorises KEBD to effect payment of all amounts due to it, advocates and other service providers from such deposits, unless such payments are in dispute.
- 3.14 Where the matter in terms of this Mandate and Costs Memorandum involves a particular complexity and skills level, should the parties agree to a "success fee", the basis and terms and conditions relating thereto shall be set out in a separate annexure, which shall be signed by the parties and form part of this Mandate and Costs Memorandum, such success fee being due and payable in addition to the other fees and disbursements, as herein referred to. In the event that such a success fees constitutes a contingency fee, the parties shall comply with the provisions of the Contingency Fees Act, 66 of 1997.
- 3.15 KEBD reserves to itself the right to implement an annual fee increase on 1 January of each year, which shall be applicable for the calendar year concerned, which fee increases shall not exceed 10% (ten percent) per annum, based on the charges as set out in paragraph 3.1 above, KEBD being obliged to advise the Client, in writing, of the imposition of such increase/s.
- 3.16 Travelling disbursements will be charged at the AA rates per km, per vehicle. Traveling time will be charged at the standard hourly rate as indicated above, save in exceptional circumstances when traveling charges will be discussed and agreed in advance with the Client.
- 3.17 The practice expenses (more commonly termed "disbursements") may be charged separately and relate to telephone and long-distance calls, e-mails, copy charges, stamp duties, counsel's fees, other consultant's correspondent's fees, other service providers, bank charges and any other costs or out of pocket expenses incurred in the performance of the mandate. If the practice expenses are not charged separately on an invoice, these will be included in the composite of the charges per the invoice.
- 3.18 Should KEBD hold no deposit (cover) and disbursements are incurred which are not paid promptly, interest may be charged as indicated above in paragraph 3.8. The disbursements will be charged at the actual amount incurred or where relevant, based on the prevailing High Court tariff plus 50% (fifty percent). KEBD would require to be covered, in advance, in respect of any disbursements (e.g. advocate's fees, airfares, etc.).
- 3.19 It should be noted that KEBD does not hold itself out as financial experts, and, accordingly, the Client must ensure, to the extent necessarily required, that it obtains independent advice from its accountant, tax consultant or other financial expert (financial services provider) concerning any relevant financial/tax structures and the import of any contemplated transaction. KEBD does not provide advice on investments or financial services.
4. Communication/Copyright:
- 4.1 Certain correspondence and draft documents will be transmitted to the Client by e-mail unless otherwise requested, but KEBD cannot accept responsibility for any breach of confidentiality arising out of its use. KEBD will send hard copies per mail in confirmation, if specifically required.
- 4.2 Caution should also be exercised in regard to documents received per e-mail and these should not be

regarded as "final" without KEBD's express knowledge and approval (as corruption of documents could take place due to circumstances beyond KEBD's control).

- 4.3 Clients must note that all copyright in documents and materials produced by KEBD in performing its mandate in regard to the matters in which it is instructed by the Client, remain vested in KEBD (and this will include specimens of any documents provided by KEBD to you for whatsoever purpose).
- 4.4 The Client agrees that any documents supplied by KEBD to it, notwithstanding the format thereof, shall be for their sole and exclusive use, and, shall not be capable of any change, use and/or distribution to any other party without the prior written consent of KEBD first having been obtained. The Client shall ensure that any of its service providers or parties with which it may transact shall be bound by the provisions of this paragraph 4.4.
- 4.5 In the event that the Client and/or any of its appointed service providers are in breach of the provisions of paragraph 4.4, the Client indemnifies KEBD against all and any claims which may arise from such breach, and, the Client undertakes to effect payment of any such claim against KEBD, inclusive of damages and/or costs.
- 4.6 The parties agree that save for the service of any legal process at the indicated physical address of the parties respectively, all other written communications may be conveyed or transmitted either by hand delivery (during business hours, on a business day) or by transmission by way of e-mail or facsimile, the provisions of the Electronic Communications and Transactions Act No. 25 of 2002 being applicable in respect thereof.
5. Termination of mandate:
  - 5.1.1 The Client shall have the right to terminate this mandate at any time by written notice to KEBD, directed to its chosen *domicilium* which is set out in the heading on this first page of this Mandate and Costs Memorandum;
  - 5.1.2 any notice by KEBD to the Client shall, in accordance with the provisions of paragraph 4.6 above, be delivered or transmitted to the Client's communication details as set out above its signature on the last page of this Mandate and Costs Memorandum.
- 5.2 KEBD reserves the right to terminate this mandate in the event of:
  - 5.2.1 any conflict of interest arising between the Client and a third party, which conflicts KEBD shall take all reasonable steps to avoid;
  - 5.2.2 any payment which is due to KEBD not being made timeously;
  - 5.2.3 KEBD being unable to obtain adequate instructions to properly give effect to this mandate;
  - 5.2.4 the Client refusing and/or failing to satisfactorily comply with FICA.
- 5.3 Similarly, KEBD will advise the Client at the first opportunity should it not be in a position to discharge any instructions given and where the services required fall outside the scope of the firm's expertise.
- 5.4 Upon termination of this mandate, a final account will be submitted in regard to the work done to date, and payment must be effected before release of any work/materials produced by KEBD.
6. Miscellaneous:
  - 6.1 Our relationship will be governed by the laws of the Republic of South Africa.
  - 6.2 This Mandate and Costs Memorandum has been prepared and will be given effect to in the English language;
  - 6.3 Any amendment (including any deletion or addition) to the provisions as contained herein (and in any annexure hereto) shall only be of force and effect if in writing, and either signed on behalf of the parties respectively, or where such amendment (including any deletion or addition) have been confirmed by way of mutual written exchanges.

I/we, the undersigned, \_\_\_\_\_(full name) ID/Reg. Number: \_\_\_\_\_ (in the case of a company, close corporation, trust or other legal entity, whether incorporated or unincorporated), confirm that a duly authorised representative of KEBD has verbally explained the content of this fees and mandate agreement, inclusive of cost estimate, to my/our satisfaction, that I/we have read and understood the contents of the foregoing fees and mandate agreement, inclusive of any annexures thereto, which is hereby accepted. The *domicilium* address chosen by the Client in giving effect to Mandate and Costs Memorandum is:

Physical address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

Cell number: \_\_\_\_\_

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Client signature  
who warrants his/her authority so to sign

\_\_\_\_\_  
Representative capacity of prescribed officer, if applicable

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
For: Klagsbrun Edelstein Bosman Du Plessis Incorporated  
who warrants his/her authority so to sign

Annexures:

**Annexure "A":** Details of the required services, and, if applicable, costs estimate

**Annexure "B":** POPIA Consent Form

(TO THE MANDATE AND COSTS MEMORANDUM TO WHICH THIS ANNEXURE IS ATTACHED)

1. The services which KEBD has been mandated to undertake on behalf of the Client, as referred to in paragraph 2, and elsewhere in the Mandate and Costs Memorandum, are the following:

1.1 \_\_\_\_\_

1.2 \_\_\_\_\_

1.3 \_\_\_\_\_

1.4 \_\_\_\_\_

2. Cost estimate:

based on the documentation and information to hand as at the date of the instructions/date hereof, as the case may be, and subject to the provisions of paragraphs 3.4, 3.5 and 3.6 of the Mandate and Costs Memorandum, and taking into effect the estimated time and attendances, as well as other criteria relating to the Mandate and Costs Memorandum, the estimate of fees, and, where relevant, disbursements, shall be as referred to in the covering letter which accompanies this document.



**ANNEXURE B  
POPIA CONSENT FORM**

We understand that your Personal Information is important to you and that you may be apprehensive about disclosing it. Your privacy is just as important to us and we are committed to safeguarding and processing your Personal Information in a lawful manner.

We also want to make sure that you understand how and for what purpose we process your Personal Information. If for any reason you think that your Personal Information is not processed in a correct manner, or that your Personal Information is being used for a purpose other than that for what it was originally intended, you can contact our Information Officer.

You can request access to the Personal Information we hold about you at any time and if you think that we have outdated Personal Information, please request us to update or correct it.

In terms of POPIA, the Personal Information we may collect relates to any information of a natural person or juristic person (including companies, close corporations, or any other juristic entity and trusts), and includes, but is not limited to the following:

- contact details (email, telephone, address etc.)
- demographic information (age, sex, race, birth date, identity number etc.)
- history (employment, financial, educational, criminal, medical history etc.)
- private correspondence (telephone notes, emails, letters etc.)

We confirm that we shall only collect Personal Information required for a specific purpose, and we shall apply reasonable security measures to protect it and ensure it is relevant and up to date.

We will not retain your Personal Information for longer than is necessary to achieve the purpose for which we collected it, unless there is a lawful basis or legal requirement for us to retain your Personal Information for a longer period.

We will use your Personal Information only for the purposes for which it was collected and in providing the legal services to you and to assist you in all legal issues per your instructions. Further usage of your Personal Information may include the following:

- Confirming and verifying your identity;
- For purposes of complying with the Financial Intelligence Centre Act 38 of 2001, the detection and prevention of fraud, crime, money laundering or other malpractice;
- In connection with legal proceedings/litigation, conveyancing, estates and other matters, as mandated;
- Providing you with communications from us and regulatory matters that may affect you.
- In connection with and to comply with legal and regulatory requirements, or when it is otherwise allowed or required by law.

In signing this consent form, you confirm and acknowledge that you have read and understand the KEBD Privacy Policy as published on the KEBD website ([www.kebd.co.za](http://www.kebd.co.za)).

**Our Information Officer's Contact Details**

Name	Alan Edelstein (CEO) and Elizna Meyer (Deputy)
	(012) 452 8949 or (012) 452 8907
	<a href="mailto:alan@kebd.co.za">alan@kebd.co.za</a> or <a href="mailto:elizna@kebd.co.za">elizna@kebd.co.za</a>

**For purposes of safeguarding your Personal Information, you hereby authorise and consent to KEBD sharing your Personal Information, in order to attend to and complete our scope of work for the purposes instructed in terms of the Client Mandate, including, but not limited to the following persons:**

- FOX 5 (IT Service Providers);
- Metrofile Storage Company;
- AJS Accounting service providers;
- \_\_\_\_\_
- \_\_\_\_\_

Name & Surname (client or entity) \_\_\_\_\_

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

Date: \_\_\_\_\_