

TERMS OF ENGAGEMENT FOR LEGALESE SOLUTIONS PROPRIETARY LIMITED

This document sets out the terms and conditions upon which Legalese Solutions Proprietary Limited (“**Legalese**”) agrees to act on your behalf, as a Client. Your acceptance of any quote or any of Legalese’s services indicates your explicit or tacit acceptance of the terms of engagement listed below.

1. AUTHORITY

- 1.1. **Legalese is a creative legal agency and not a legal practice registered with any law society in terms of the *Attorneys Act 53 of 1979*, as amended.**
- 1.2. You give Legalese the authority to act on your instruction and incur the expenses which it considers reasonably necessary for the proper fulfilment of your instruction.

2. PROFESSIONAL DUTIES

Throughout the instruction, Legalese will conduct itself in a professional and consistent manner. However, it will be your responsibility to provide all necessary, accurate and clear instructions, documents and/or information to Legalese.

3. CONFIDENTIALITY AND CONFLICT OF INTEREST

- 3.1. Legalese will -
 - 3.1.1. treat your instructions, identity and incidental information you provide to us as strictly confidential. We will not disclose to any third party any confidential information or knowledge that we obtain as a result of us acting on your behalf;
 - 3.1.2. protect the information you provide to us with a reasonable standard of care; and
 - 3.1.3. advise you if there is a material conflict of interest between yourself and another client and take the appropriate steps to ensure the conflict is resolved.
- 3.2. In situations of dispute -
 - 3.2.1. Legalese practices collaborative law, which aims to amicably resolve disputes without formal litigation. Where the disputing parties are Legalese clients, Legalese offers to act as mediator to assist resolving the dispute in a collaborative manner as an independent party; and
 - 3.2.2. you choose Legalese to mediate on the above understanding.

4. FEES AND DISBURSEMENTS

- 4.1. Legalese will charge a fair and reasonable fee for acting on each instruction that we receive from you.
- 4.2. Where reasonably possible, Legalese will provide a quote before acting on an instruction. Estimates of fees and disbursements are given for guidance purposes only on the basis of information provided by you. These should not be regarded as final and may be subject to change due to unforeseen complexity, time spent, disbursements and/or hidden costs.
- 4.3. Should no quote be requested, Legalese’s prevailing hourly rates range between R950.00 (nine hundred and fifty Rand) and R1 500.00 (one thousand five hundred Rand) depending on the level of the employee and nature of the work conducted.



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- 4.4. Disbursements incurred by Legalese on your behalf, such as third party administration, penalty or bank fees, will be charged in addition to our fees. Where you require Legalese to source external professional services, Legalese will communicate the relevant fees for this service to you.
- 4.5. Invoices will reflect fees and disbursements, exclusive of Value Added Tax. Value Added Tax will be charged at the rate applicable, when necessary.

5. CANCELLATION OR VARIATIONS

- 5.1. Upon your acceptance of a quote and our acceptance of your instruction, you will be liable for the full quoted fee.
- 5.2. If, after Legalese has accepted your instruction, you require a variation of the instruction, Legalese will provide a quotation for the variation. If accepted by you, this amount will be added to the final invoice. If you do not accept the quotation, Legalese is not obliged to implement the variation.

6. CONSULTATIONS AND ADVICE

- 6.1. Consultations and legal advice are billed at an hourly rate. Should you request legal advice over the phone, in person or via email, time will be recorded and you will be charged according to the fees laid out in clause 4.3 above.
- 6.2. Legalese will charge an hourly rate for initial consultations. We will then quote you on the services you require. Should you proceed with the quotation, Legalese may in its sole discretion waive the initial consultation fee.
- 6.3. Legalese may in its sole discretion charge for an hour of consultation, if you cancel the consultation with less than 24 (twenty four) hours' notice.

7. NEGOTIATIONS WITH A THIRD PARTY

Where a contract drafted by Legalese is sent to a third party during a negotiation process, and you require Legalese to assist with the negotiation process or make amendments to a contract on your behalf or based on the third party's feedback, an hourly rate will be charged.

8. LEGAL OPINIONS

If Legalese is requested to explain, review or give an opinion on a third party contract, we will charge our hourly rate.

9. REGISTRATION AND APPLICATIONS

- 9.1. Should you instruct Legalese to register yourself, your entity, business and/or related product and/or service with various entities:
 - 9.1.1. once we have received instructions from you to proceed with an application, a date will be given by which information or documentation is required from you; and
 - 9.1.2. should you fail or delay to provide any documentation or information required for your application, it may result in your application being rejected or you incurring a penalty fee and/or additional costs.
- 9.2. Legalese will not be responsible for any loss or delay suffered as a result of the above. You understand that Legalese acts only as your agent and that any fees, delay or harm incurred as a result of the unsuccessful application will be your responsibility.



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10. PRESENTATION OF WRITTEN INSTRUCTIONS

- 10.1. Any documentation provided by Legalese to you as part of your instruction will ordinarily be presented according to the following procedure:
- 10.1.1. Legalese will send you the first draft, as proposed in the quote. You are required to provide any outstanding information and can give feedback on the content (“**the first presentation**”).
 - 10.1.2. Legalese will then revise the written content, based on your feedback and present the final draft to you (“**the final presentation**”).
- 10.2. If you require additional amendments after the final presentation, Legalese has the discretion to charge its hourly rate for those amendments. We will notify you before incurring further costs.
- 10.3. Unless otherwise discussed with Legalese, the instruction may be considered complete if you do not request additional amendments within 10 (ten) business days of a presentation.

11. PAYMENT TERMS

Consultation Fee

- 11.1. For new clients, the consultation fee must be paid to Legalese on or before the consultation date.
- 11.2. For existing clients, the consultation fee may, at Legalese’s discretion, be delayed until presentation of an invoice.

Instruction Fee

- 11.3. Once a quote has been accepted for an instruction, 50% (fifty percent) of the fee must be paid in order for Legalese to begin the instruction.
- 11.4. Unless otherwise discussed with Legalese, the remainder of the fee can be paid on presentation of the completed instruction by Legalese or within 30 (thirty) calendar days from the initial instruction given by the Client, whichever date is earlier.

Invoice Procedure

- 11.5. All invoices are due and payable upon presentation.
- 11.6. Any invoice not paid within the calendar month in which it is sent will accumulate interest at a rate equal to the published prime overdraft rate, determined on the first day of each month and debited monthly in arrears.

12. INTELLECTUAL PROPERTY

You are not permitted to share, sell, assign or licence any document drafted for you by Legalese with any other party, except in the ordinary course of business and for the purpose which the document was requested.

13. INDEMNIFICATION

- 13.1. Apart from instances of dishonesty or gross negligence, Legalese will not be liable for:
- 13.1.1. any loss or damage caused by any delay in the completion of the Legalese services;
 - 13.1.2. any loss of profits suffered by you or a third party in connection with the Legalese services;
 - 13.1.3. any indirect or consequential loss of whatever nature;



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13.1.4. any loss arising directly or indirectly due to any negligence on the part of Legalese, its employees or agents; or

13.1.5. any third party liability.

13.2. You agree to hold harmless and indemnify Legalese against any losses, expenses or claims by yourself or any third party arising as a result of the provision of Legalese services. Legalese and/or its employees shall never be liable to you and/or your customers, employees, suppliers and contractors in respect of consequential, indirect or special losses and/or damages (including loss of profits).

13.3. You understand and agree that any legal product produced for you is based on currently applicable South African laws only, and as such, should these laws change, Legalese can no longer warrant that the work produced for you is still compliant and/or correct.

14. NON-SOLICITATION

14.1. You will not, within 12 (twelve) calendar months of any instruction or dealing with Legalese, directly or indirectly solicit, offer employment to, employ or contract in any manner with any Legalese employee.

14.2. In the event of a breach of clause 14, you will be liable to pay Legalese a placement fee equivalent to 25% (twenty-five percent) of the annual salary or income of that Legalese employee at his/her new placement. You agree that this placement fee is fair and reasonable and any reduction in the placement fee will be within Legalese' sole discretion.

15. TERMINATION OF INSTRUCTION

15.1. Without prejudice to its other rights and remedies, Legalese will have the right to cease work and/or terminate any instruction by giving you notice by email, should we determine in our sole discretion that we are not able to properly perform the instruction or should you fail to pay your account or provide us with the necessary information which we request.

15.2. Should your instruction be terminated by Legalese, you grant Legalese the right to keep possession of any documentation, goods or material owned by you until your account is paid in full.

For and on behalf of

.....

Warranting that s/he is duly authorised hereto

Name:

Designation:

Date:



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