

**MANDATE, UNDERTAKINGS AND INSTRUCTION CONFIRMATION**

INSTRUCTION:

PARTIES:

1. I, the undersigned, \_\_\_\_\_ instruct (**Barnard Labuschagne Inc**, Reg. No. 1999/015298/21 t/a) **Ettienne Barnard Attorneys**, to do everything or have everything that is needed done to complete the above instruction and any other future instructions.
2. I will pay their full account for services and expenses within 5 days of the account.
3. I accept that they may regard a certificate (issued by their Office Manager or any attorney or candidate attorney) in respect of the time spent and expenses incurred, as correctly and realise that if I differ with such a certificate, I will have to prove what time was spent or which expenses were incurred.
4. I will pay 1% interest per month on any amount still due unless the account is settled within 5 days from being issued.
5. If steps are taken to collect payment of the account, I will be liable for the costs and expenses on an attorney and client scale. I understand that attorney and client costs include charges and expenses which ordinarily the client cannot recover from an opponent in litigation. However I request them to try to recover for me as much as possible of the costs in any litigation, negotiations or attendances.
6. I choose the following address as service address where all documents or pleadings may be delivered:
7. If I sign this undertaking on behalf of a company, close corporation, trust, club or any other legal entity and such entity does not pay the account I will be held liable in my personal capacity to pay it as if the services rendered were to me. On the other hand, the entity on behalf of who I sign will be liable for my personal account as if the services were rendered to it, if I should fail to promptly pay my personal account.
8. The terms of this is mandate apply to all the present as well as future matters that Ettienne Barnard Attorneys deals with on my behalf or that of my legal entity.
9. If I or any of my legal entities dispute the account, we will first settle the account. I am however aware of a client's rights to have the account taxed.
10. I accept that Ettienne Barnard Attorneys will render services at \_\_\_\_\_ per quarter hour.
11. In addition, I will refund them for all expenses incurred.
12. I accept that if they charge at a different tariff, it is not an indication that the agreed tariff no longer applies.
13. When the account is not settled, or when this mandate, undertaking and instruction is in any way not be complied with by me or my entity, Ettienne Barnard Attorneys may immediately cease all further services without giving me notice. I am aware that this could prejudice my matters and I indemnify Barnard Labuschagne Inc, Reg. No. 1999/015298/21 t/a Ettienne Barnard Attorneys against any liability in this regard.
14. I accept that it is my duty to enquire from them as to progress at least once a month, unless the matter is urgent. If urgent, I realise that I will have to enquire as frequently as the urgency may require.
15. If any of my details as set out in the Client Information sheet dated \_\_\_\_\_ should change, I will immediately notify Ettienne Barnard Attorneys. I accept that I may suffer damages if I do not notify them of such change and indemnify them against any claims in this regard.
16. I will not rely on extinctive prescription to defend any claim for payment of their account and agree that they may claim full payment of any unpaid portion at any time.

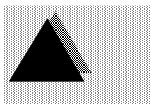
SIGNED AT

ON

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CLIENT

Who signs here in his/her personal capacity and  
in his/her capacity as duly authorised representative  
of \_\_\_\_\_ (and any other entity referred to above)



**ETTIENNE BARNARD**  
A T T O R N E Y S