



This instrument constitutes the whole Agreement between the signatory parties and sets out herein (as contained in the memorandum) all rights and obligations arising from the legal relationship created hereby.

It is thus hereby understood that this document, with all of its terms (and annexures, if any) constitutes an offer to

Registration number: _____

Represented by: _____ who is duly authorized
(Hereinafter referred to as the client)

By

GPP LEGAL CONSULTANTS (PTY) LTD

Registration number: 2012/056389/07

Represented by Gert Petrus Prinsloo who is duly authorized
(Hereinafter referred to as the Service Provider)

Centurion Office: Office 132 First Floor Southwing, Soetdoring Office Park, 7 Protea Street, Doringkloof.

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Tel: 012 546 0381 • Cell: 082 922 8900 •

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Hereinafter referred to as the parties and that upon the initialing of every page and the full signature on the last page of this document by both mentioned parties, the Client unconditionally accepts this offer, thereby making the terms of this document legally binding on both parties.

It is also hereby understood that the annexure (if any) attached to this document will only become part of this Agreement if and when it is signed in full by both parties hereto on the last page of the said annexure.

It is hereby also explicitly stated and guaranteed that both signatory parties hereto have extensively perused the terms of this Agreement and have reconciled themselves therewith, thus accepting it as a true reflection of the full meeting of their minds.

1. Interpretation, definitions and jurisdiction

1.1 Interpretation

The headings in this instrument are used for ease of reference only and will have no bearing on the interpretation of the terms of this Agreement. Such headings shall not be

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deemed to govern, limit, modify or affect the scope, meaning or intent of the provisions of this Agreement or any part of it; nor shall such headings otherwise be given any legal effect.

1.2 Definitions

- 1.2.1 **“Service Provider”** – means GPP Legal Consultants or the appointed third party to provide the services to the client;
- 1.2.2 **“Client”** – means the client as set out in this agreement
- 1.2.3 **“Services”** – means the services to be provided to the client as set out in this agreement and in line with the retainer applicable.
- 1.2.4 **“Retainer”** – means the amount the client elected to pay per month as set out in this agreement.
- 1.2.5 **“Deposit”** – means the amount to be paid to the Service Provider or his appointed third party as established by the Service Provider.
- 1.2.6 **“Expenses”** – means any amount the Service Provider have to incur to conduct their services that the client is liable for.
- 1.2.7 **“Schedule of Retainers”** – means the schedule of retainers as attached to this agreement.

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2. Purpose

It is the intention of Client to engage professional services in the general and also more specifically, to perform the following duties subject to the terms and conditions set out in clause 3.5 hereof:

- 2.1 Contractual matters;
- 2.2 Civil and Criminal related matters;
- 2.3 Commercial related matters;
- 2.4 Security Industry related matters;

3. The Service Provider's rights and services terms

3.1 Deposit

Client shall deposit the sum as requested by the service provider in case of any matter that require a deposit to be paid by the client. The deposit will be deposited into a trust account of the appointed law firm being GP Prinsloo Attorneys should any deposit be required in terms of the terms set out in this agreement.

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3.2 Fees, Cost, Expenses and Invoicing

- 3.2.1 The Service Provider and the Client hereby agree that the Client agrees to pay for the services at the following rates.
- 3.2.2 The client shall pay a monthly retainer of **R 3000-00 (Exl Vat)** per month on the 1st day of every month for all the services as set out in this agreement.
- 3.2.3 Should the client require additional services the client shall be invoiced on an Attorney and Client scale;
- 3.2.4 Should the client wish to include the personal matters of the active directors of the client then the client shall indicate same and the monthly retainer will be adjusted accordingly.
- 3.2.5 It is also agreed that should the client wish to instruct the service provider to conduct any services to the existing employees of the client then the service provider shall invoice the client on an Attorney and Client scale or the monthly retainer will be adjusted accordingly.
- 3.2.6 Should the client wish to include security related matters of the client then the client shall indicate same and the monthly retainer will be adjusted accordingly.
- 3.2.7 Annexed to this agreement is the schedule of retainers provided by the service provider and the client hereby agree by way of signature which

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package he elected to contract the service provider to provide the selected services.

3.2.8 The monthly retainer will increase with 10% on a yearly basis.

3.2.9 In addition to paying the retainer, Client shall reimburse The Service Provider for all costs and expenses incurred by The Service Provider, including, but not limited to:

- fees fixed by law;
- messenger and other delivery fees;
- postage;
- investigation expenses;
- Translation services;
- Correspondent fees; and sheriff fees and;
- Advocate fees and appearances;
- other similar items

3.2.10 Client authorizes The Service Provider to incur all reasonable costs. The Service Provider shall obtain Client's consent before retaining outside investigators or consultants. The Service Provider shall obtain Client's consent before incurring any cost in excess of R 15 000-00.

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3.2.11 The Service Provider shall send Client monthly statement and or invoices for the retainer amount on or before the 25th of each month.

3.2.12 Statements unpaid for more than 30 days are subject to a late charge at the prescribed rate of interest.

3.2.13 The client shall complete the attached debit authority form annexed to this agreement which shall form part of this agreement.

3.3 **Services to be provided by the Service Provider terms and conditions**

3.3.1 The services to be provided to the client is subject to the terms and conditions as set out herein and each instruction received from the client shall be dealt with in accordance with the terms and conditions as set out herein.

3.3.2 The Service provider and the client hereby agrees that the services provider shall provide the following services:

- Civil and Criminal litigation
- Legal advice in general
- Debt recovery
- Divorce matters
- High Court applications
- Maintenance matters

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- Rescission of Judgments
- Damage Claims
- Drafting of Contracts
 - Restraint of trade
 - Employment Contracts
 - Service Contracts
 - Buy and Sell agreements
 - Shareholder agreements
 - Association Agreements
 - Lease Agreements
 - Drafting of prenuptial agreements
 - Service level agreements
 - Sub-Contractors agreements;
 - Memorandum of Understanding agreements;
- Private Security Industry Regulatory Authority (PSIRA) – **Subject to the monthly retainer elected by the client.**
 - Attending formal inquiries
 - Registration of individual and business applications

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- Settlements
- Opposing deregistration or suspensions

3.3.3 Subject to the services as set out in clause 3.3.2 the client hereby acknowledge that the services will be provided subject to the following terms:

3.3.3.1 All matters where the cause of action arose before the commencement of the agreement between the service provider and the client shall be subject to a once of deposit fee that will be arrange between the service provider and the client.

3.3.3.2 Any matter that require the appointment of and Advocate shall be dealt with once the client has paid the required deposit to the appointed law firm being GP Prinsloo Attorneys. Should the client fail to make payment of the required deposit then the service provider will have the discretion to either pay the required deposit to the appointed law firm or recover same from the client or the service provider will have the discretion to seize instruction the law firm from attending to the required services.

3.3.3.3 Any matter that require the appointment of and correspondent shall be dealt with once the client has paid the required deposit to the

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appointed law firm being GP Prinsloo Attorneys. Should the client fail to make payment of the required deposit then the service provider will have the discretion to either pay the required deposit to the appointed law firm or recover same from the client or the service provider will have the discretion to seize instruction the law firm from attending to the required services.

3.3.3.4 Any matter that require the appointment of tracer services shall be dealt with once the client has paid the required deposit to the appointed law firm being GP Prinsloo Attorneys. Should the client fail to make payment of the required deposit then the service provider will have the discretion to either pay the required deposit to the appointed law firm or recover same from the client or the service provider will have the discretion to seize instruction the law firm from attending to the required services.

4 Discharge and withdrawal

4.1 Client may discharge The Service Provider by providing 30 days' notice.

4.2 The Service Provider has the right to discontinue work if Client has failed to pay The Service Provider in accordance with this Agreement.

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5 Guarantee by client

5.1 Client hereby guarantees that all information and references furnished by him/her to The Service Provider is as far as Client is concerned, truthful and based on fact.

5.2 The Client also hereby confirms and agrees that The Service Provider may appoint any 3rd party to conduct any legal services that The Service Provider cannot conduct themselves.

5.3 The service provider hereby confirm that all matters that require the services of an admitted attorney will be provided to GP Prinsloo Attorneys to assist with the required instructions and services to be provided.

5.4 The Client hereby guarantees that all invoices will be paid in accordance with the terms as set out in this agreement.

5.5 The Client hereby guarantees that all expenses and or additional cost will be paid in advance as required by the Service Provider and as set out in terms of this agreement.

5.6 The Client guarantees



6 Breach of guarantee

A breach of the guarantee in **clause 5** will result in this Agreement becoming voidable on election by The Service Provider.

7 Entire Agreement and non-variation stipulation

7.1 This Agreement constitutes the whole agreement between the parties relating to the subject matter hereof and the parties waive the right to rely on any alleged express provision not contained in this Agreement.

7.2 This Agreement, including this non-variation clause, may be amended only by written instrument signed by both parties.

SIGNED at _____ on this the _____ day of _____ **2020.**

Name

For and on behalf of the Service Provider

who by his/her signature warrant that he/she is duly authorized thereto

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WITNESSES:

1. _____

2. _____

SIGNED at _____ on this the _____ day of _____ **2020.**

Name

For and on behalf of the Client who by
his/her signature warrant that he/she is duly authorized thereto

WITNESSES:

1. _____

2. _____

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SCHEDULE OF RETAINERS

<u>OPTION</u>	<u>SERVICES</u>	<u>MONTHLY RETAINER</u>	<u>CLIENTS SIGNATURE</u>
<u>1</u>	AS PER CLAUSE 3.5 EXCLUDING DIRECTORS PERSONAL MATTERS AND EMPLOYEES PERSONAL MATTERS.	R 3000-00	
<u>2</u>	AS PER CLAUSE 3.5 INCLUDING THE ACTIVE DIRECTORS PERSONAL MATTERS	R 3500-00	
<u>3</u>	AS PER CLAUSE 3.5 INCLUDING THE ACTIVE DIRECTORS PERSONAL MATTERS AS WELL AS SECURITY RELATED MATTERS AS SET OUT IN CLAUSE 3.5.	R 4500-00	

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