TERMS OF ENGAGEMENT

1. Parties

1.1. This agreement regulates the terms on which **Briefco (Pty) Ltd**, registration number 2020/256574/07, with its principal place of business at 12 Dreyer Street, No. 205 Vineyard Centre, Claremont ("Briefco"), renders services to the client identified in the relevant instruction, quotation, email, platform instruction or invoice ("the Client").

1.2. The Client confirms that it is an attorney, law firm, incorporated practice, legal practitioner, company, partnership or other person instructing Briefco in respect of legal costs, bills of costs, taxations, objections, oppositions, attendances, consultations, drafting, settlement engagements, administrative support or related services.

2. Appointment and Scope of Services

2.1. The Client appoints Briefco to render the services requested by the Client from time to time, including, where applicable:

2.1.1. drafting bills of costs;

2.1.2. preparing notices, objections, replies and related documents;

2.1.3. attending taxations;

2.1.4. opposing bills of costs;

2.1.5. considering costs orders, invoices, pleadings, court documents and supporting material;

2.1.6. consulting with the Client or its representatives;

2.1.7. engaging in settlement discussions relating to bills of costs, taxations, oppositions, objections or related costs disputes on the Client's behalf;

2.1.8. accepting, rejecting, countering or otherwise dealing with settlement proposals strictly in accordance with the Client's instructions; and

2.1.9. performing any related administrative or legal-costing services reasonably required for the instruction.

2.2. The precise scope of each instruction may be recorded in writing by email, quotation, platform instruction, invoice, message or other written communication.

2.3. Briefco is entitled to rely on the accuracy and completeness of all information, documents, invoices, court orders, pleadings and instructions provided by the Client.

2.4. Briefco may engage with opposing attorneys, cost consultants, taxing personnel, counsel or other relevant parties regarding settlement of costs-related disputes. Briefco shall only accept, reject or make any settlement proposal where authorised to do so by the Client, whether by email, platform instruction, written message, verbal instruction confirmed in writing, or other written communication. The Client remains responsible for providing clear settlement instructions, including any minimum acceptable amount, maximum payable amount, mandate range, or other settlement parameters.

2.5. Where Briefco is instructed to attend a taxation, the Client agrees that the taxation may be attended by an admitted attorney employed by, or practising through, **Paulse Davidson & Associates Inc.**, being a South African legal practice whose relevant admitted legal practitioners are registered and/or enrolled as legal practitioners under the **Legal Practice Act 28 of 2014**. The admitted attorney attending the taxation shall attend and present, advance, motivate, oppose and/or deal with any bill of costs, objections to a bill of costs, replies, submissions, allocaturs, settlements or related taxation issues on the Client's behalf, in accordance with the Client's instructions and mandate.

2.6. Paulse Davidson & Associates Inc. confirms, where applicable, that the admitted legal practitioner attending to the taxation or assisting with the taxation-related instruction is in possession of a valid **Fidelity Fund Certificate** as contemplated in the Legal Practice Act 28 of 2014.

3. Client's Duties

3.1. The Client must provide Briefco with all documents and information reasonably required to perform the services.

3.2. The Client must ensure that Briefco receives complete, accurate and legible copies of all relevant documents, including court orders, fee notes, invoices, pleadings, notices, settlement agreements and correspondence.

3.3. The Client remains responsible for checking and approving all documents prepared by Briefco before use, filing, service or delivery, unless otherwise agreed in writing.

3.4. The Client warrants that it has the necessary authority to instruct Briefco and to provide Briefco with all documents and personal information supplied under each instruction.

4. Fees and Invoices

4.1. Briefco's fees shall be as agreed between the parties, alternatively as reflected in Briefco's quotation, fee schedule, platform, invoice or written communication.

4.2. Unless otherwise agreed in writing, payment of all invoices is due within **7 calendar days** of receipt of the invoice.

4.3. Where Briefco and the Client have agreed that the costs relating to the drafting of bills of costs, attendance at taxations, or related services are to be recovered only upon taxation, payment of Briefco's invoice remains due within **7 calendar days** of receipt of Briefco's invoice issued following the relevant taxation.

4.4. The Client is not entitled to withhold, delay, reduce or set off payment of Briefco's invoice because the Client has not yet recovered payment for such services from its own client, the opposing party, the sheriff, the taxing master, any insurer, funder or any third party, unless Briefco has expressly agreed to that specific arrangement in writing.

4.5. All amounts are payable without deduction, set-off or counterclaim, unless otherwise agreed in writing or required by law.

4.6. Briefco's invoices are contractual invoices issued to the Client for services rendered and are not party-and-party costs, taxed costs, or costs recoverable only to the extent allowed by a taxing master, court, arbitrator or other forum. The Client remains liable for Briefco's full invoice in terms of this agreement, irrespective of whether the Client recovers all, part or none of such amount from its own client, the opposing party, any insurer, funder or any third party, and irrespective of whether any bill of costs is taxed down, settled, withdrawn, abandoned or not proceeded with.

5. Overdue Payments and Default Procedure

5.1. If the Client fails to pay any invoice within 7 calendar days of receipt, the Client will be in default.

5.2. Upon default, Briefco may dispatch a written demand to the Client, affording the Client a further period of **5 calendar days** to remedy the default by paying the full outstanding amount.

5.3. If the Client fails to remedy the default within the 5-day period, Briefco shall be entitled, without further notice, to:

5.3.1. suspend all current and future work for the Client;

5.3.2. exercise and enforce its right of retention, or **jus retentionis**, over all documents, work product, drafts, bills of costs, notices, pleadings, electronic files and any other material in Briefco's possession that forms part of or relates to the relevant instruction, including all documents entrusted to Briefco by or on behalf of the Client, pending payment in full of all outstanding amounts, as more fully set out in clause 18;

5.3.3. hand the account over for collection;

5.3.4. institute legal proceedings for recovery of the outstanding amount; and

5.3.5. recover all costs associated with the recovery of its fees.

5.4. The Client acknowledges that the written demand referred to in 5.2 above is a courtesy default process and does not constitute a waiver of Briefco's rights.

6. Recovery Costs, Attorney-and-Client Costs and Counsel's Fees

6.1. If Briefco is required to take any steps to recover overdue fees, the Client shall be liable for all costs incurred by Briefco in recovering such fees, including collection costs, tracing costs, attorney's fees, correspondent attorney's fees, counsel's fees, court fees and disbursements.

6.2. The Client agrees that Briefco shall be entitled to recover its legal costs on the **attorney-and-client scale**.

6.3. Where counsel is used, the Client shall be liable for counsel's fees at the actual invoice value charged by counsel, including any preparation, consultation, drafting, appearance, travel, reservation or other fees charged by counsel.

6.4. The Client expressly agrees that counsel's fees shall not be limited to the tariff applicable in the Magistrates' Court or any other party-and-party tariff, unless a court finally determines that such limitation is required by law.

6.5. The obligations in this clause constitute a separate contractual indemnity in favour of Briefco, in addition to any costs order Briefco may seek or obtain in legal proceedings.

7. Confidentiality

7.1. Briefco shall treat the Client's documents, instructions and matter information as confidential.

7.2. Briefco may disclose confidential information only where necessary to perform the services, to obtain advice, to brief counsel, to recover fees, to comply with law, or with the Client's consent.

7.3. The Client acknowledges that Briefco may use employees, consultants, cost consultants, counsel, correspondent attorneys, technology service providers and administrative staff to perform or support the services.

7.4. The Client authorises Briefco to share all documents, instructions and matter information reasonably required for the performance of the services with Paulse Davidson & Associates Inc. and any admitted attorney employed by, or practising through, Paulse Davidson & Associates Inc. who attends a taxation or assists with a taxation-related instruction on the Client's behalf.

8. Personal Information and POPIA

8.1. The Client authorises Briefco to process personal information supplied to Briefco for purposes of performing the services, administering the Client relationship, issuing invoices, maintaining records, communicating with the Client, and recovering unpaid fees.

8.2. The Client warrants that it is entitled to provide such personal information to Briefco.

8.3. Briefco shall take reasonable measures to protect personal information against unauthorised access, loss, damage, destruction or unlawful processing.

8.4. Briefco shall retain documents and information for as long as reasonably necessary for the purpose for which they were supplied, for legal record-keeping purposes, for accounting and tax purposes, or as otherwise required or permitted by law.

8.5. Where Briefco processes personal information belonging to the Client's own clients, opposing parties, witnesses, experts or any other third parties in the course of performing the services, the Client shall be the responsible party and Briefco shall act as operator, each as defined in the Protection of Personal Information Act 4 of 2013.

8.6. This agreement constitutes the written contract required by section 21(1) of POPIA between the Client as responsible party and Briefco as operator, in terms of which Briefco shall:

8.6.1. process personal information only for the purposes of and to the extent necessary for performing the services under this agreement;

8.6.2. process such information only with the knowledge or authorisation of the Client as responsible party, as required by section 20 of POPIA;

8.6.3. establish and maintain appropriate technical and organisational security measures to protect personal information against accidental loss, damage, destruction, unauthorised access and unlawful processing, as required by section 19 of POPIA; and

8.6.4. treat all personal information processed on behalf of the Client as confidential and not disclose it except as required by law or in the course of the proper performance of the services, as required by section 20 of POPIA.

8.7. In compliance with section 21(2) of POPIA, Briefco shall notify the Client immediately upon becoming aware of any reasonable grounds to believe that the personal information of a data subject processed on the Client's behalf has been accessed or acquired by any unauthorised person.

8.8. Upon receipt of a notification under clause 8.7, the Client, as responsible party, shall be responsible for notifying the Information Regulator and affected data subjects, where required by section 22 of POPIA.

8.9. Where Briefco receives any request from a data subject seeking to exercise rights under POPIA in respect of personal information processed on behalf of the Client, Briefco shall promptly refer such request to the Client for the Client to handle in its capacity as responsible party.

8.10. Where Briefco processes personal information in its own right as responsible party, including contact details and billing information relating to the Client itself, Briefco shall process such information in accordance with the conditions for lawful processing set out in POPIA.

9. Turnaround Times

9.1. Where the Client provides all required documents electronically, Briefco shall draft bills of costs within **5 business days** of receipt of all documents reasonably required to complete the instruction.

9.2. Where the Client provides physical files or hard-copy documents, Briefco shall draft bills of costs within **10 business days** of receipt of all documents reasonably required to complete the instruction.

9.3. The turnaround times in clauses 9.1 and 9.2 apply only once Briefco has received all documents and information reasonably required to perform the relevant instruction.

9.4. The turnaround times may be adjusted by agreement between Briefco and the Client, whether in writing, by email, platform instruction, message, quotation or other written communication.

9.5. Briefco shall not be liable for delay caused by incomplete instructions, missing documents, late responses, third-party delays, court or taxing master availability, system failures, or circumstances beyond Briefco's reasonable control.

10. Limitation of Liability

10.1. Briefco shall perform the services with reasonable skill and care.

10.2. Briefco shall not be liable for losses caused by inaccurate, incomplete or late information supplied by the Client.

10.3. Briefco shall not be liable for indirect, consequential or special damages, including loss of profit, loss of opportunity, loss of recovery from another party, or reputational loss.

10.4. To the maximum extent permitted by law, Briefco's liability arising from any instruction shall be limited to the fees paid by the Client to Briefco for that specific instruction.

11. No Waiver

11.1. Any indulgence, extension of time, payment arrangement or failure by Briefco to enforce any right shall not constitute a waiver of Briefco's rights.

11.2. Briefco may enforce its rights at any later stage.

12. Disputes

12.1. The parties shall attempt in good faith to resolve any dispute arising from this agreement.

12.2. Nothing in this clause prevents Briefco from instituting urgent proceedings, collection proceedings or proceedings for payment of overdue invoices.

12.3. The Client consents to the jurisdiction of the Magistrates' Court, notwithstanding that the amount claimed may exceed the ordinary monetary jurisdiction of that court.

12.4. Briefco may, in its discretion, institute proceedings in any High Court or Magistrates' Court having jurisdiction.

13. Governing Law

13.1. This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

14. Value-Added Tax

14.1. All amounts quoted, invoiced or payable under this agreement are inclusive of value-added tax, or VAT.

14.2. The Client shall be liable to pay VAT at the applicable rate in addition to Briefco's fees, on the date on which payment of the underlying fee or amount is due.

14.3. Briefco's invoices shall constitute valid tax invoices as required by the Value-Added Tax Act 89 of 1991, and shall reflect Briefco's VAT registration number, the Client's VAT registration number if the Client is a registered vendor and has provided it to Briefco, a description of the services rendered, the consideration exclusive of VAT, the VAT amount, and the total consideration inclusive of VAT.

14.4. The Client is responsible for providing its VAT registration number to Briefco. Briefco shall not be responsible for the Client's failure to claim input tax credits arising from the Client's failure to provide its VAT registration number timeously.

14.5. If the applicable rate of VAT changes between the date of quotation and the date of supply, the rate applicable at the date of supply shall apply.

15. Domicilium Citandi et Executandi

15.1. Each party chooses as its domicilium citandi et executandi for the purposes of giving notices, serving legal process and serving all other documents in connection with this agreement the following address:

15.1.1. Briefco: 12 Dreyer St, No. 205 Vineyard Centre, Claremont, Cape Town, 7700; email: info@briefco.co.za.

15.1.2. The Client: the physical address and email address provided by the Client to Briefco at the time of engagement or as subsequently updated by written notice.

15.2. Either party may change its domicilium address by written notice to the other party. A change of domicilium shall take effect seven calendar days after receipt of the written notice of change.

15.3. Any notice or communication given or made under this agreement shall be in writing and shall be delivered by hand, sent by prepaid registered post, transmitted by email, or served as process. Any such notice shall be deemed to have been received:

15.3.1. on the date of delivery, if delivered by hand during normal business hours;

15.3.2. on the fifth business day after posting, if sent by prepaid registered post; or

15.3.3. on the date of successful transmission, if sent by email before 17:00 on a business day, and otherwise on the following business day.

15.4. Notwithstanding anything to the contrary, a written notice actually received by a party shall be adequate notice even if it was not sent to or delivered at the party's chosen domicilium address.

16. Termination

16.1. Either party may terminate a specific instruction or the ongoing engagement by giving the other party not less than ten business days' written notice.

16.2. Briefco may terminate an instruction or the engagement immediately and without prior notice if:

16.2.1. the Client fails to pay any invoice within the period specified in clause 5.1 and does not remedy the default within the period specified in clause 5.2;

16.2.2. the Client provides false, misleading or incomplete information or instructions;

16.2.3. the Client is sequestrated, liquidated, placed under business rescue or enters into any compromise or arrangement with its creditors generally; or

16.2.4. continuing the engagement would, in Briefco's reasonable opinion, expose Briefco to legal, regulatory or reputational risk.

16.3. Upon termination for any reason, Briefco shall be entitled to invoice the Client for all work performed and disbursements incurred up to the effective date of termination, irrespective of whether the relevant instruction has been completed.

16.4. Termination of an instruction or the engagement shall not affect any accrued rights or obligations of either party as at the date of termination.

16.5. The following provisions shall survive termination and remain of full force and effect: clause 4, clause 5, clause 6, clause 7, clause 8, clause 10, clause 12, clause 18, clause 19 and clause 24.

16.6. Briefco shall be entitled to retain copies of all work product, correspondence and documents produced or received in the course of any instruction, for record-keeping, accounting, legal and quality-assurance purposes.

17. Cancellation of Instructions and Abortive Work

17.1. Where the Client cancels, withdraws, abandons or fails to proceed with an instruction after Briefco has commenced work, Briefco shall be entitled to invoice for, and the Client shall be liable to pay, all fees for work actually performed and all disbursements incurred up to the date of cancellation or abandonment.

17.2. The Client's liability for fees in terms of clause 17.1 applies irrespective of whether:

17.2.1. the instruction has been completed or the relevant work product has been delivered;

17.2.2. the underlying matter has settled, been abandoned or otherwise not proceeded with;

17.2.3. any bill of costs has been taxed, settled, withdrawn or not proceeded with; or

17.2.4. the Client has recovered or is able to recover any portion of such fees from a third party.

17.3. Where Briefco has substantially completed an instruction at the time of cancellation, Briefco shall be entitled to invoice for the full fee applicable to that instruction as if it had been completed, unless the parties have expressly agreed in writing to a reduced fee for partially completed work.

18. Lien Over Documents and Work Product

18.1. Briefco shall have and is hereby granted a right of retention, or jus retentionis, over all documents, work product, draft bills of costs, notices, objections, pleadings, correspondence, electronic files and any other material in its possession that relates to any instruction, including documents entrusted to Briefco by or on behalf of the Client, pending full payment of all fees, disbursements, VAT and recovery costs due and owing by the Client to Briefco.

18.2. The right of retention referred to in clause 18.1 extends to all material in Briefco's possession relating to the relevant instruction, irrespective of whether such material was prepared by Briefco or was provided to Briefco by or on behalf of the Client.

18.3. The right of retention shall subsist until all amounts owed by the Client to Briefco, including outstanding fees, VAT and any costs of recovery, have been paid in full.

18.4. Briefco's exercise of its right of retention shall not constitute a breach of any obligation to deliver work product, shall not give rise to any claim for damages by the Client, and shall not affect any other right or remedy available to Briefco.

18.5. The Client expressly acknowledges the right of retention set out in this clause and waives any right to require delivery of retained material except upon full payment of all outstanding amounts.

19. Certificate of Balance

19.1. A certificate signed by any director or duly authorised representative of Briefco, certifying the amount outstanding and owing by the Client to Briefco at any given date, shall constitute prima facie proof of the amount of the Client's indebtedness to Briefco as at that date.

19.2. It shall not be necessary for Briefco to prove the appointment or authority of the person signing such certificate.

19.3. The certificate referred to in clause 19.1 shall be sufficient for the purposes of obtaining summary judgment, default judgment or any other relief in legal proceedings to recover the certified amount, subject to the Client's right to prove the contrary.

19.4. The certificate may include the outstanding principal amount, VAT and, where applicable, costs incurred in recovery proceedings.

20. Severability

20.1. Each provision of this agreement is severable from every other provision. If any provision is found to be void, invalid, unenforceable or unlawful for any reason, it shall be severed from and shall not affect the validity, enforceability or operation of the remaining provisions.

20.2. Where a provision is severed, the parties shall, to the extent necessary and reasonably possible, negotiate in good faith a lawful replacement provision that gives effect as closely as possible to the commercial intent of the severed provision.

21. Non-Variation

21.1. No amendment, variation, modification or addition to this agreement, and no waiver of any right arising under or in connection with this agreement, shall be of any force or effect unless it is recorded in writing and signed by duly authorised representatives of both parties.

21.2. No conduct or course of dealing between the parties, no oral agreement, no representation and no indulgence granted by either party shall constitute an amendment or variation of any provision of this agreement.

21.3. For the avoidance of doubt, a payment arrangement, extension of time or other indulgence granted by Briefco in respect of a specific invoice or obligation shall not constitute an amendment of the payment terms or any other provision of this agreement.

22. Intellectual Property

22.1. All intellectual property rights, including copyright, in work product, bills of costs, objections, notices, templates, precedents, methodologies and related material created or developed by Briefco in the course of performing the services shall vest in and remain the property of Briefco.

22.2. Upon full payment of all amounts due to Briefco in respect of a specific instruction, Briefco grants the Client a non-exclusive, non-transferable licence to use the work product produced for that instruction for the purposes of the relevant matter only.

22.3. Where any instruction is cancelled, withdrawn or abandoned before full payment, or where the Client is in default of any payment obligation, the licence granted under clause 22.2 does not arise or, if previously granted, is suspended pending full payment.

22.4. Briefco may, without further consent from the Client, use and retain anonymised versions of work product for internal training, precedent, quality assurance, business development and methodological improvement purposes, provided that all information that could identify the Client, the opposing party or any individual is removed.

22.5. Nothing in this clause shall be construed to transfer any intellectual property rights in documents, pleadings, orders or other material supplied to Briefco by the Client; such material remains the property of the Client or the relevant third party.

23. Force Majeure

23.1. For the purposes of this clause, a force majeure event means any event or circumstance beyond the reasonable control of the affected party, including acts of God, flood, fire, earthquake, epidemic or pandemic, riot, war, terrorism, governmental acts or regulations, load shedding or electricity supply interruptions, failure of telecommunications or internet infrastructure, cyberattacks, court or taxing master closure or unavailability, and any other event that cannot reasonably be prevented or overcome by the exercise of due diligence.

23.2. Neither party shall be liable to the other for any failure or delay in performing its obligations under this agreement to the extent that such failure or delay is directly caused by a force majeure event, provided that:

23.2.1. the affected party notifies the other party in writing of the force majeure event and its anticipated duration as soon as reasonably practicable, and in any event within five business days of the event arising; and

23.2.2. the affected party takes all reasonable steps to mitigate the effects of the force majeure event and to resume performance as soon as practicable.

23.3. The affected party's obligations shall be suspended for the duration of the force majeure event, to the extent that performance is prevented or delayed by that event.

23.4. A force majeure event does not excuse the Client from its obligation to pay any amounts that have already become due and payable prior to the commencement of the force majeure event.

23.5. If the force majeure event continues for a period exceeding 30 consecutive business days, either party may terminate the affected instruction or the engagement on five business days' written notice to the other party, without penalty and without prejudice to any accrued rights or obligations.

24. Regulatory Status and Legal Practice Act Disclaimer

24.1. Briefco is a specialist legal costs consultancy and is not enrolled or registered as a legal practitioner under the Legal Practice Act 28 of 2014. Briefco does not hold a Fidelity Fund Certificate and does not practise law within the meaning of that Act.

24.2. The Client acknowledges that the services rendered by Briefco are specialist legal costing, cost-consulting and cost-recovery support services, and do not constitute the practice of law or the rendering of legal advice within the meaning of the Legal Practice Act 28 of 2014.

24.3. The Client shall not be entitled to the protection of the Legal Practitioners' Fidelity Fund in respect of any amounts paid to Briefco or held by Briefco, and Briefco is not obliged to hold client funds in a trust account regulated under the Legal Practice Act 28 of 2014.

24.4. Nothing in this clause limits or affects the provisions of clause 2.5 and clause 2.6 relating to taxations attended by an admitted attorney employed by, or practising through, Paulse Davidson & Associates Inc.

24.5. The Client is a legal practitioner or legally sophisticated entity and warrants that it has obtained, or has had the opportunity to obtain, independent legal advice on the terms and implications of this agreement.

24.6. Nothing in this clause limits Briefco's obligation to perform the services with the reasonable skill and care expected of a specialist legal costs consultant.

25. Entire Agreement

25.1. These terms, together with any quotation, written instruction, platform instruction, fee schedule or invoice, constitute the agreement between the parties.

25.2. If there is a conflict between these terms and any specific written fee arrangement agreed by Briefco, the specific written fee arrangement shall prevail only to the extent of the conflict.

26. Acceptance

26.1. The Client accepts these terms by signing them, accepting them on the platform, approving a quotation, creating an instruction, sending documents to Briefco, requesting Briefco to perform work, using Briefco's platform, or paying any invoice issued by Briefco.