



AM LAW INC

DATE:

OUR REF:

YOUR REF:

FICA COMPLIANCE QUESTIONNAIRE

The following information requested is required by the Financial Intelligence Centre, without obtaining said information we are legally unable to accept a mandate to act on your behalf.

SOUTH AFRICAN CITIZEN/RESIDENT:

FULL NAMES:

DATE OF BIRTH:

ID NUMBER (and certified copy):

INCOME TAX REGISTRATION NUMBER (if applicable):

RESIDENTIAL ADDRESS:

CONTACT NUMBER:

(if you are acting on behalf of the person requiring legal services fill in above as well. Please also furnish us with document confirming your mandate to act on behalf of said person)

FOREIGN NATIONAL:

FULL NAMES:

DATE OF BIRTH:

NATIONALITY:

PASSPORT NUMBER (and certified copy):

SOUTH AFRICAN INCOME TAX NUMBER (if applicable):

RESIDENTIAL ADDRESS:

CONTACT NUMBER:

DIRECTORS: Abhishek Maharaj (LLB) | Chanelle Naidoo (LLB) | CONSULTANTS: Nundini Maharaj (B.Compt) | COMPANY REG: 2020/428451/21 | Email: am@abhishekmaharajlaw.co.za | Tel: +27 72 552 0829 | Address: 44 Monkor Road, Randpark Ridge, Randburg, 2191



AM LAW INC

COMPANY:

REGISTERED NAME:

REGISTRATION NUMBER:

REGISTERED ADDRESS:

NAME UNDER WHICH COMPANY CONDUCTS BUSINESS:

ADDRESS FROM WHICH COMPANY OPERATES:

(if multiple addresses, just the address of the office requiring legal services)

REGISTERED ADDRESS OF COMPANY'S HEAD OFFICE:

MANAGER OF COMPANY (person mandated to act on behalf of company as well as document confirming mandate):

FULL NAMES:

DATE OF BIRTH:

ID NUMBER (and certified copy):

INCOME TAX REGISTRATION NUMBER (if applicable):

RESIDENTIAL ADDRESS:

CONTACT NUMBER:

SOURCE OF INCOME:

SOURCE OF FUNDS USED IN CONCLUDING TRANSACTIONS REQUIRING SERVICES OF AML:



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MANDATE AND FEE AGREEMENT

I, the undersigned

NAME:

SURNAME:

ID/ PASSPORT NUMBER:

do hereby nominate and appoint the directors/partners and their nominees of

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with power of substitution (hereinafter called 'the Attorney') to render professional legal services to me, which shall include the right to prosecute or defend proceedings in any competent court and on my behalf to take all necessary steps in connection with: (tick the appropriate box)

- ☐ Contractual Dispute;
- ☐ Dispute regarding property;
- ☐ Divorce Proceedings;
- ☐ Maintenance for minor children;
- ☐ Conveyancing Transactions;
- ☐ Other (please provide details hereunder)

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1.

I confirm that:

- 1.1 The attorney is entitled to charge fees on the attorney and own client scale for services rendered in terms hereof and that I undertake and agree to pay the attorney fees as set out in this agreement;

The fees on an attorney and own client scale will be calculated on a time and/or work basis in terms of an agreed tariff of charges as set out below:

- a. Day fee for court appearances at R 12 000-00 per day for an Attorney;
- b. all consultations or attendances including traveling time or waiting time at R3 000-00 per hour for an Attorney;
- c. All virtual consultations at R 1 000 - 00 per hour for an Attorney;
- d. All telephone calls at R 50-00 per minute with a minimum of R 50-00 for any call;
- e. All preparations, researching at R 1 000-00 per hour for an attorney.
- f. Initial/Single Consultation fees shall be charged irrespective of whether instructions to institute or defend legal proceedings are received. A minimum of R1 000.00 shall be charged
- g. Taking instructions to institute or defend legal proceedings shall be:
 - (i) R 1 000.00 for magistrate court matters and high court matters;
 - (iii) R2000.00 for all urgent applications
- h. All letters/emails drafted R400-00 per folio comprising 250 words;
- i. All court documents drafted R 600-00 per folio;
- j. Perusal of all documents R100-00 per folio;
- k. All documents copies R 10-00 per page;
- l. Travelling time as above plus:
 - i) By motor vehicle R8-00 per kilometer traveled;
 - ii) Actual Hotel expenses (if applicable);

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- iii) R1 500-00 per day allowance for travel, food and beverages (if applicable);
- iv) Actual costs of air tickets (if applicable);
- m. Where work is undertaken after hours or over weekends or public holidays, the fees will be increased by 50%.
- n. The above rates are EXCLUSIVE OF VAT and shall increase by 10% per annum.
- o. Where applicable and formally requested, a deposit shall be payable subject to a minimum of R 15 000.00 and paid into the following account:

FNB TRUST ACCOUNT

ACCOUNT NUMBER:

62859613492

BRANCH CODE

210835

2.

I confirm that:

- 2.1 It has been explained to me that disbursements will, from time to time be incurred on my behalf and that I accept responsibility to pay such disbursements to the attorney upon written demand;
- 2.2 I shall personally be responsible to pay in full all disbursements incurred by the attorney in respect of the fees of service providers such as advocates, experts and assessors who the attorney will be entitled to appoint in his sole discretion when he deems it necessary, as principal *viz a viz* such service providers;

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3.

I confirm that the following shall apply in connection with the institution/defense of my action/application in any competent court, namely:

- 3.1 The attorney's fees for services rendered and disbursements incurred in connection therewith will not be based on the applicable High Court or Magistrate's Court tariffs, or on the tariff applicable in any other court, but will be higher and will be calculated as set out in this agreement;
- 3.2 That I am aware that I am entitled to engage the services of another attorney who may levy fees in accordance with applicable tariffs, but I elect not to do so;
- 3.3 That I understand that there is a difference between party and party costs on the one hand and attorney and own client costs on the other. I understand that party and party costs are those, which, if I am successful, I will be entitled to recover from the other party, and if I am unsuccessful, I may be responsible to pay to the successful party, whilst attorney and own client costs, are those as set out in paragraph 1 above, which I will have to pay to the attorney irrespective of whether I am successful or not, and irrespective of whether I am able to recover party and party costs from any other party.

4.

I understand that:

- 4.1 The attorney is entitled to render me interim accounts in respect of fees and disbursements and that at the conclusion of the matter he will render me a final account;
- 4.2 All disbursements reflected in the account will, so far as possible, be accompanied by supporting documentation, and that in respect of fees, the attorney will set out a short description of the work done by him together with the total of hours or work undertaken in the execution thereof (if applicable in terms of schedule in para 1.1 above);



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4.3 Should I require the attorney to furnish me with a detailed specified account in respect of services rendered by him, and in the event of the total of such detailed specified account being higher than the total of the account as set out in paragraph 4.2 above, I accept responsibility to:

4.3.1 Pay such higher amount; and

4.3.2 Pay the costs incurred in the preparation and drafting of such specified detailed account, which may include the costs of a costs consultant and/or any other third party service provider;

4.4 If I do not raise a valid objection in writing to the account and request a specified detailed account, within 30 (thirty) days of receipt of the account from the attorney, I will be deemed to have waived any right which I may have in respect thereof and that I will also then be deemed to have accepted the attorney's account as fair and reasonable.

5.

5.1 I agree to pay interest to the attorney at the prescribed legal rate levied by the courts on any fees and disbursements from the date upon which the same become payable until date of payment;

5.2 I confirm that I am aware that the attorney may withdraw as my attorney for good cause, or in the event of my failing to pay any fees or disbursements in terms of this agreement. In this event the attorney shall be entitled to retain all documentation in his possession, whether prepared by him or not, until the full amount outstanding in respect of fees and disbursements together with interest is paid.

6.

6.1 I reserve to myself the right to withdraw from this undertaking and to terminate the mandate given in terms hereof by giving the attorney written notice of such withdrawal and termination within 7 (seven) days from date of signature hereof;

6.2 I accept that the attorney, in the event of such withdrawal, will be entitled to payment of the fees and disbursements incurred by him in respect of services reasonably rendered

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during the period prior to the withdrawal of this mandate, which fees and disbursements shall be levied on the attorney and own client basis set out herein;

- 6.3 I confirm that should I not be able to pay any such fees or disbursements, the attorney shall be entitled to retain the documents referred to in paragraph 5.2 above until such fees and disbursements have been paid.

7.

- 7.1 I confirm that the attorney shall, from time to time, and in his discretion, be entitled to require me to pay a further deposit to cover his fees and/or disbursements (in addition to the request in paragraph 1.1(o) above) and that such deposit shall be payable on demand;
- 7.2 I hereby authorize the attorney to receive any monies which may be payable to me, and to recover therefrom any fees and disbursements owing by me, before any balance is paid out to me.

8.

I accept that the attorney will furnish me with regular reports relating to progress made by him in the execution of his mandate in terms hereof.

9.

Any amendments hereto or any additional agreements hereto must be reduced to writing.

POPI AND PAIA DISCLAIMER

10.

As per the Protection of Personal Information Act and Promotion of Access to Information Act AM LAW INC's privacy policy and PAIA Manual can be found on our website www.abhishekmaharajlaw.co.za.



AM LAW INC

By signing this Fee Mandate you confirm that you have read our Privacy Policy and PAIA Manual and consent to our firm processing your personal information as is required by our mandate as your attorneys.

Should you wish to:

Request a copy of the record of your personal information in our possession; OR

Object to our firm processing your personal information; OR

Amend or Delete your personal information processed by us;

The requisite forms (Annexure's A, B and C respectively) are downloadable from our website.

THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF _____ 2025.

1. THE CLIENT/PARTY LIABLE FOR PAYMENT

_____(SIGNATURE)
NAME:

2. AS WITNESSES:

_____(SIGNATURE)
NAME:

THE ATTORNEY ACCEPTS THE MANDATE IN TERMS HEREOF.

_____(SIGNATURE)
NAME:

THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF 2025

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