



PRINCIPLES OF OUR BUSINESS

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1. THE WAY WE ACT

- 1.1. The Principles of our Business set out the basis on which we interact and services clients.

2. OUR SERVICES

- 2.1. Each time we agree to perform services to you on a new engagement or mandate we will set out in a separate quotation on email, the scope of the services we will perform, **SERVICES** and the agreed fee charged for the engagement.
- 2.2. Your contract is with the service provider of which is specified in the **AGREEMENT AND MANDATE** (“KLEIN GROUP” “we” and “us”).
- 2.3. Please identify correctly the **CLIENT’S ENTITY** which will place reliance on our Services as our duty is owed only to the **CLIENT’S ENTITY** specified in the **AGREEMENT AND MANDATE** and cannot be relied on by any other person or entity.
- 2.4. We will engage with you our client and perform the **SERVICES** required with the utmost reasonable skill and care.
- 2.5. Our role and responsibilities are defined in the **AGREEMENT AND MANDATE**. We will not provide any services advise outside that scope unless we agree a specific variation to the **AGREEMENT AND MANDATE**. Our **SERVICES** will not include advice regarding any tax implications arising out of any action.
- 2.6. Our **AGREEMENT AND MANDATE** will not include **SERVICES** or advice regarding any other matter arising out of any action or transaction, nor will we provide advice on any other matter issues specifically not agreed between you and us as part of any **SCOPE** outside this **AGREEMENT AND MANDATE**.

- 2.7. We will give you advice on the position as at the date the advice is given. Unless we agree a specific variation to the Engagement Letter. We will not provide any advice in respect of changes to law or regulations which occur after the Services have been provided.
- 2.8. We will be provided you with advice on the position as at the date the **SERVICES** is requested. Unless we agree to a specific variation to the **AGREEMENT AND MANDATE**, we will not provide any advice in respect of changes to law or regulations which occur after the **SERVICES** have been provided.
- 2.9. We will request your input to properly understand the **SERVICE** requested from us and to perform the requested Services and we place reliance on you to provide us with complete accurate and timely information about the subject engagement and to update such information as necessary when need or changes to such information or circumstances arises.
- 2.10. The **AGREEMENT AND MANDATE** can nominate individuals with appropriate skills to carry out the **SERVICES**. We may delegate the **ENGAGEMENT AND MANDATE** to other suitably experienced person to perform and review the **SERVICES** on your behalf.
- 2.11. Where **SERVICES** are provided to you by any third party (not being part of the **SERVICE PROVIDER** or by an **SUBSIDIARY COMPANIES**) the **SERVICE** will be directed and controlled and engaged by such Third-Party. Responsibility for the provision of such **SERVICES** will be governed by the engagement letter of the Third Party entered between yourself and the Third Party. If we instruct any Third Party on your behalf, you will be directly responsible for the Third-Party fees. We do not accept responsibility or liability for the acts, errors or omissions of any such Third-Party services to you.

3. FEES

- 3.1. Our fees are set out in the **AGREEMENT AND MANDATE** or in a quotation sent out to you that you will agree to prior the commencement of your engagement. Otherwise our fees in the **FEE STRUCTURE** and **STANDARD FEES LIST** would apply.
- 3.2. Hourly fee quotations are given as a guide and the final invoice differ from the quotation. If a fixed fee quotation is agreed to and the scope of work changes additional work will be carried out based on our **FEE STRUCTURE**. All quotations or references to **FEE STRUCTURE** and **STANDARD FEES LIST** are exclusive of any applicable VAT and travel.
- 3.3. We may ask you to pay a deposit. We may decline to act or accept the mandate or suspend or terminate the provision of **SERVICES** if you fail to make such a payment upon request.
- 3.4. Where we need to instruct or advise you to instruct a third party service providers you will bear the cost and you will reimburse us for any costs we incur if we instruct on your behalf. We will also charge for expenditure (such as search and enquiry fees, courier charges, travel expenses,) that we incur on your behalf.
- 3.5. Invoices will be issued once quotation has been accepted.
- 3.6. If an invoice is not settled within 30 days of the due date, we may charge interest from that invoice date until the invoice is paid in full at a rate of two per cent (2%) per month. If you do not settle the invoice on time we may suspend or terminate our **SERVICES**, apply deposit held for you towards settlement of our invoice, or retain deeds, documents, monies and other items held for you until our invoices, fees, statements, accounts and expenses have been paid in full.

- 3.7. You will settle all amount of any invoice, statement, or accounts regardless of any deduction that you are required by law to make.
- 3.8. You will receive an invoice in respect of the **SERVICES** from the **SERVICE PROVIDER** or any other entity of **THE SERVICE PROVIDER**.

4. ELECTRONIC COMMUNICATION

- 4.1. We may and are able to communicate with you by email or through other electronic means and devices which shall not be encrypted unless we have specifically agreed with you to do so.
- 4.2. We are not liable for misdirection, unauthorized interception nor transmission of viruses via electronic communications unless we have caused this by our own negligence or wilful default.
- 4.3. We will not initiate communications with you via instant messaging channels (such as WhatsApp, WeChat, Facebook messenger or other social media platforms), as we do not have control over these. Using these platforms may as prejudice the confidentiality of your information. If you communicate with us via instant messaging, we will not be held liable for any data breach, corruption of communication or loss of information which results from transmitting information through these means, nor will we be liable for any direct or indirect loss resulting from a data breach caused by using instant messaging or by third parties intercepting your information.

5. CLIENT IDENTIFICATION

- 5.1. We may use an electronic identification services provider to confirm the identity of individual clients or directors or other officers or owners of clients.

6. CONFLICT OF INTEREST

- 6.1. We will not accept an **AGREEMENT AND MANDATE** for any other client where we are already acting for you on that **AGREEMENT AND MANDATE** and the interests of that other client in relation to the **SERVICES** are adverse to your own, unless you consent.
- 6.2. Subject to clause 6.1 and any express **AGREEMENT AND MANDATE** that we may enter into we are free to act for any other client.

7. CONFIDENTIAL INFORMATION

- 7.1. We will keep confidential all information you provide to us during this **AGREEMENT AND MANDATE**. You agree that we may disclose any such confidential information to our professional indemnity insurers, our auditors, other third parties to whom we outsource, certain legal, finance and administrative roles, tasks and functions including without limitation document processing and translation services, waste disposal, IT support and service providers, document and information storage and archiving service providers or where required by law or regulation.
- 7.2. You agree that we will not be under any obligation to disclose to you any information of which we owe a duty of confidentiality to another client or any other person or entity and you agree to us acting for you notwithstanding.
- 7.3. That we may hold such information and further notwithstanding that it may be material to the subject matter of the **SERVICES**.
- 7.4. If we hold confidential information for you, we may act for another client on a matter where such information is material to their matter but we will put in place appropriate measures to ensure that the confidentiality of your information is maintained.

8. INTELLECTUAL PROPERTY

- 8.1. We will retain copyright, intellectual property and proprietary rights in all documents and materials and calculations prepared by us during the period of us providing the **SERVICES**. However, you are entitled to make use of those documents for the purposes for which they were provided.

9. ANTI BRIBERY AND CORRUPTION

- 9.1. We have a strict anti-bribery and corruption policy which applies to all our **SUBSIDIARIES COMPANIES**. We will not directly or indirectly engage in bribery or corruption in any form. We have a zero-tolerance approach whether it involves private individuals or public officials. We will not accept, solicit, and agree to receive, promise, offer or give a bribe, facilitation payment, kickback or other improper payment. In your dealings with us, you must not directly or indirectly engage in bribery or corruption in any form. If any breach of this clause is suspected or known you must notify us immediately.

10. HUMAN RIGHTS

- 10.1. We are committed to all human rights as outlined in the International Bill of Rights and Fundamental Principles and Rights at Work and the constitution of South Africa. We will take reasonable steps to identify, prevent or mitigate any adverse human rights impact caused by our business. We expect that all of our stakeholders, including our clients and employees, will respect human rights in their activities and business operations. You must advise us if you become aware of any adverse human rights impact which may be caused, contributed to or directly linked to your business operations and which directly relate to the **SERVICES** we provided.

11. RETENTION OF DOCUMENTS

11.1. We will retain your files and documents for at least five years after your engagement has been closed by us, or for longer if we are required to do so according to legal or statutory or regulatory obligations. We may then destroy such files without further notice or liability to you. If you request your files and documents, we will charge you for the costs of copying a duplicate.

12. GENERAL

12.1. The **AGREEMENT AND MANDATE** between us will be governed by the law of South Africa and the courts of the jurisdiction specified in the Engagement Letter (or, if unspecified, the English courts) shall have exclusive jurisdiction over any dispute which might arise out of or in connection with this contract.

12.2. We will not be liable to you if we are unable to perform our **SERVICES** as a result of any cause beyond our reasonable control.

12.3. Any changes to these **PRINCIPLES OF BUSINESS** must be agreed between us and confirmed in writing.

12.4. Your continued instructions in this **AGREEMENT AND MANDATE** will confirm your acceptance of these Terms of Business.