

STANDARD TERMS OF BUSINESS OF DANIEL TIVADAR, BARRISTER-AT-LAW (ENGLAND AND WALES); ADVOCATE (ZIMBABWE)

APPLICATION OF THESE TERMS

1. Mr Tivadar provides the Services requested on the terms set out below and subject to his relevant professional obligations.
2. These Terms may be varied by agreement.
3. Nothing in these Terms shall operate so as to conflict with Mr Tivadar's professional duty.

Instructions

4. The instructing lawyer must ensure that the instructions delivered are adequate to supply Mr Tivadar with the information and documents reasonably required and in reasonably sufficient time for him to provide the services requested.
5. The instructing lawyer must respond promptly to any requests for further information or instructions. The instructing lawyer must inform Mr Tivadar immediately if there is reason to believe that any information or document provided is not true and accurate.
6. If Mr Tivadar is required to perform all or any part of the services urgently, the instructing party must ensure the following:
 - a. all relevant Instructions are clearly marked "Urgent"; and
 - b. at the time the Instructions are delivered Mr Tivadar is informed in clear and unambiguous terms of the timescale within which the Services are required and the reason for the urgency.
7. Mr Tivadar will review the Instructions within a reasonable time and inform the instructing party whether or not he accepts the Instructions.
8. Mr Tivadar may refuse instructions for the following reasons: unavailability, insufficient time for preparation, lack of expertise in the relevant area, insufficient funds available, other professional conduct issues such as conflicted position, knowing one of the parties, being a potential witness, legal services used for fraudulent/criminal purposes etc.

CONFIDENTIAL INFORMATION AND PUBLICITY

9. Mr Tivadar will keep confidential all information provided to him in connection with the instructions unless:
 - a. he is authorised by the lay client or the instructing attorney to disclose it;

- b. the information is in or comes into the public domain without any breach of confidentiality on the part of Mr Tivadar; or
 - c. he is required or permitted to disclose it by law, or by any regulatory or fiscal authorities, in which case, to the extent that he is permitted to do so, he will endeavour to give the instructing party as much advance notice as possible and permitted of any such required disclosure.
10. Mr Tivadar owes the same duty of confidentiality to other lay clients, and will therefore not disclose or make use of any information that might be given to him in confidence in relation to any other matter without the consent of his other lay client, even if it is material to providing his services.
11. Unless the instructing party expressly informs Mr Tivadar to the contrary in advance in writing, Mr Tivadar may allow the instructions to be reviewed by another Advocate or by a pupil (including a vacation pupil or mini-pupil) in chambers, on terms that that other Advocate or pupil complies with the confidentiality requirements set out above.
12. Subject to his obligations set out above, Mr Tivadar may make and retain copies of the Instructions and any written material produced by him.
13. To the extent such information is already in the public domain, Mr Tivadar may disclose in his marketing and similar materials, and to prospective clients and publishers of legal directories that he is or has been instructed by instructing party (whether law client or legal representative) and the nature of the case. To the extent any such information is not already in the public domain, Mr Tivadar may only refer to it for marketing purposes in a form which sufficiently preserves the lay client's privilege and confidentiality.

ELECTRONIC COMMUNICATION

14. Unless otherwise directed, Mr Tivadar may correspond by means of electronic mail, the parties agreeing hereby:
- a. to accept the risks of using electronic mail, including but not limited to the risks of viruses, interception and unauthorised access; and
 - b. to use commercially reasonable procedures to maintain security of electronic mail and to check for commonly known viruses in information sent and received electronically.

PROVIDING THE SERVICES

15. Mr Tivadar will exercise reasonable skill and care in providing the Services. He acknowledges the existence of a duty of care owed to the Lay Client at common law, subject to his professional obligations.
16. Mr Tivadar will provide the Services by such date as may be agreed between the parties, and in any event will do so within a reasonable time having regard to the nature of the Instructions and his other pre-existing professional obligations.

17. Mr Tivadar may delegate the provision of any part of the Services but will remain responsible for the acts, omissions, defaults or negligence of any delegate.

INTELLECTUAL PROPERTY RIGHTS

18. All copyright and other intellectual property rights of whatever nature in or attaching to Mr Tivadar's work product, including all documents, reports, written advice or other materials belong to and remain with Mr Tivadar. The Legal Practitioner and the Lay Client have the right and licence to use Mr Tivadar's work product for the particular Case and the particular purpose for which it is prepared. If the Legal Practitioner or the Lay Client wishes to use copies of Mr Tivadar's work product for purposes other than those for which it is prepared, this will require the express written permission of Mr Tivadar. The moral rights of Mr Tivadar in respect of his work product are asserted.

FEES

19. The fee for the Services will be calculated as agreed between Mr Tivadar (or somebody on his behalf) and the Legal Practitioner, whether prospectively or retrospectively.
20. Mr Tivadar may agree to provide the Services for a fixed fee or may agree to provide the Services on the basis of an agreed hourly rate or on such other basis as may from time to time be agreed. If an hourly rate is agreed:
 - a. the agreed hourly rate will be subject to reasonable periodic review by Mr Tivadar, and in addition may be reviewed by Mr Tivadar to reflect any reasonably significant changes in his status or seniority;
 - b. any variation of the agreed hourly rate and the date on which it shall take effect shall be agreed with the Legal Practitioner, and in default of agreement Mr Tivadar shall be entitled to treat the Agreement as having been terminated.
21. If no fee or hourly rate is agreed, then Mr Tivadar is entitled to charge a reasonable fee for the Services having regard to all relevant circumstances.
22. Mr Tivadar is further entitled to have his disbursements reimbursed. The disbursements must be reasonably incurred and must be reasonable in amount.

BILLING, PAYMENT AND INTEREST

23. Mr Tivadar shall be entitled to deliver an Invoice to the Legal Practitioner in respect of the Services or any completed part thereof and any disbursements at any time after supplying the Services or the relevant part thereof.
24. Mr Tivadar shall deliver an Invoice to the Legal Practitioner in respect of the Services or any part thereof and any disbursements as soon as reasonably practicable after and not more than 3

months from the earliest of: (a) a request by the Legal Practitioner; (b) notification by the Legal Practitioner that the Case has settled or otherwise concluded; or (c) termination of the Agreement.

25. The Invoice must set out an itemised description of:
 - a. the Services provided by Mr Tivadar and the fees charged;
 - b. any disbursements incurred and the cost thereof; and
 - c. VAT (or any tax of a similar nature), if any.
26. The Legal Practitioner must pay the Invoice within 30 days of delivery, time being of the essence, whether or not the Legal Practitioner has been put in funds by the Lay Client. The Invoice must be paid without any set-off (whether by reason of a complaint made or dispute with Mr Tivadar or otherwise).
27. If the Invoice remains outstanding more than 30 days from the date of delivery, Mr Tivadar is entitled:
 - a. to the fixed sum and interest at 15% per annum;
 - b. to sue the Legal Practitioner for payment; and
 - c. to refrain from doing any further work on the Case unless payment for that further work is made in advance.

TERMINATION

28. The Legal Practitioner may terminate the Agreement by giving notice to Mr Tivadar in writing at any time.
29. The Agreement will terminate automatically as soon as Mr Tivadar is under a professional obligation to cease to act.
30. For the avoidance of doubt, termination of the Agreement does not affect or prejudice any accrued liabilities, rights or remedies of the parties under the Agreement.

WAIVER

31. Except where expressly stated, nothing done or not done by Mr Tivadar or the Legal Practitioner constitutes a waiver of that party's rights under the Agreement.

SEVERABILITY

32. If any provision of these Conditions is found by a competent court or administrative body of competent jurisdiction to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the other provisions of these Conditions which will remain in full force and effect.

33. If any provision of these Conditions is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with such deletions as may be necessary to make it valid and enforceable.

EXCLUSION OF RIGHTS OF THIRD PARTIES

34. This Agreement governs the rights and obligations of Mr Tivadar and the Legal Practitioner towards each other and confers no benefit upon any third party (including the Lay Client).

ENTIRE AGREEMENT

35. The Agreement, incorporating these Conditions, comprises the entire agreement between the parties to the exclusion of all other terms and conditions and prior or collateral agreements, negotiations, notices of intention and representations and the parties agree that they have not been induced to enter into the Agreement on the basis of any representation.

NOTICES AND DELIVERY

36. Any notice or other written communication to be given or delivered under this Agreement may be despatched in hard copy or by email and shall in the case of a notice to be given to Mr Tivadar be given to him at his last known Chambers' address or email address and shall in the case of a notice to be given to the Legal Practitioner be given to him at his last known place of business or email address.

GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

37. The Agreement and these Conditions shall be governed by and construed in accordance with the laws of Zimbabwe.
38. Unless any alternative dispute resolution procedure is agreed between the parties, the parties agree to submit to the exclusive jurisdiction of the Courts of Zimbabwe in respect of any dispute which arises out of or under this Agreement.