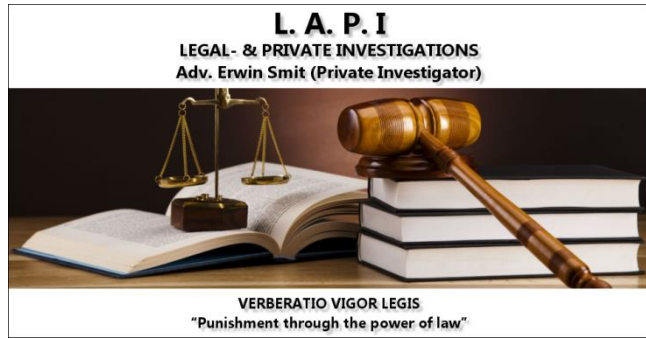


Case No:



INVESTIGATIONS MANDATE AND CONTRACTUAL AGREEMENT

Between

ERWIN SMIT
 (Id No: 710525 5049 082) PSIRA Reg. No: 2068519
 (hereinafter "The Proprietor")

And

.....
 (Id No:)
 (hereinafter "The Client")

From:

.....

Tel No:

Cell No:

E-mail:

The Mandate

1. It is hereby confirmed that The Proprietor is mandated to act on behalf of the abovementioned Client (s).
2. *The Proprietor may, if he deems necessary apply for any records concerning the abovementioned Client(s) which shall include their banking statements, cell phone records or any documents applicable to the investigation which The Client(s) could retrieve in any event in their personal capacity which automatically include documents and information applicable under the Promotion of Access to Information Act 2 of 2000 [PAIA].*
3. The Proprietor is mandated to complete this investigation until such a stage that his legal boundaries reached its summit and that it then becomes the onus of The Client(s) to decide whatever route The Client(s) shall follow with the case file and the recommendation(s).
4. The Proprietor is mandated to perform his duties within in the margins as set out in the Code of Conduct for Private Investigators governed by the Private Security Industry Regulation Act "The PSIRA Act" Act No: 56 of 2001 and more specifically as set out in **Chapter 3 (PROVISIONS REGARDING CERTAIN CATEGORIES AND CLASSES OF SECURITY SERVICE PROVIDERS AND DIFFERENT TYPES OF SECURITY SERVICES), Private Investigators Regulation 15 (a)-(q).**

5. This mandate shall expire on the completion of the investigation as determined by The Proprietor.
6. The Proprietor's opinion on the completeness of the investigation shall determine whether or not it is finalized which will be part of the final report with the outcome of the result whether it is positive or negative.

The Material Terms of this Contract

7. The Proprietor shall keep all the information confidential and only The Client(s) shall determine the utilization of the information.
8. The contract shall be governed by the laws of The Republic of South Africa.
9. The case file shall be handed over to The Client(s) on completion and a copy shall be kept in the possession of The Proprietor as required by legislation.
10. The Proprietor shall assist in the registering of the case with the South African Police and if necessary a consultation shall also be conducted with the Control Prosecutor at the relevant Magistrates' Courts in the event of Criminal Investigations.
11. The arrest of suspects shall be the responsibility of the South African Police.

12. The Proprietor shall write a report on the way forward with regard to civil investigations which will assist the attorney(s), the managers, the client, the trustees etc.

13. Any other aspect of this agreement which is/are not covered in writing or which has been omitted shall be added in writing and accepted by all parties involved.

14. Read with paragraph 13 of this agreement any additional uncertainties shall be governed by South African statutory laws as well as the common-law.

15. In the event of any dispute the Courts of South Africa will have jurisdiction depending on the circumstances and the Court applicable shall determine the costs.

16. Disputes between the contracting parties shall only be resolved by way of Court Proceedings should the parties fail to resolve an issue in dispute themselves.

17. Only Constitutional and Legal methods will be tolerated in the conduct of The Proprietor.

18. The Client confirms that on signature of this contractual agreement and investigations mandate that he/she is fully aware of the contents of the

Informative and Directions Memorandum as depicted on “The Proprietor’s” website with website address www.legalinvestigator.co.za.

Undertaking by The Proprietor

19. The evidence provided by The Proprietor shall be admissible in the Courtrooms of South Africa and The Proprietor guarantees that he is duly registered and have the necessary qualifications, legal authority and knowledge to conduct an agreed upon investigation.

Fees

20. A pre-investigation consultation fee of R 300-00 (three hundred rand) is payable before such a consultation takes place and it is non-refundable.

21. An investigative fee of R 3 000-00 (three thousand rand) is payable on signature of this contractual agreement and it is also non-refundable.

22. The above entails that the cost of any investigation is thus R 3 300-00 (three thousand three hundred rand).

23. In the event that The Proprietor needs more funding to conduct the investigation The Client shall be responsible for the payment upfront and these costs and estimates shall be determined before the investigation commences. It shall thus be interpreted that before the investigation case file

is opened the total cost of the investigation shall be revealed and quoted for the knowledge of The Client.

24. Payment arrangements may be negotiated by the parties if need be and therefore paragraphs 19, 20, 21 and 22 may be severed on mutual arrangement.

25. A case number and will submitted as soon as the agreed upon payment has been received.

26. **Type of Investigation/Type of Case:**

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27. **Estimated finalization date of investigation:**

Will be determined on the available information.

SIGNED and AGREED on this day of20

.....

Adv. Erwin Smit (The Proprietor)

(PRIVATE INVESTIGATOR) (PSIRA Reg. No: 2068519)

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The Client:

Banking details of The Proprietor

Account Name: Adv. E. Smit

Bank Name: Standard Bank

Branch: Montana

Account Type: Savings

Account No: 415 222 796

Additional Notes:

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(*All filled in portions must be endorsed/initialled by the Client (s) and the Proprietor)

Adv. Erwin Smit [PRIVATE INVESTIGATOR]
PSIRA Reg. No: 2068519
Cellular No: 060 635 6205

Legal-and Private Investigations
SASSETA Reg. No: 201219BA040509 P. I.
E-Mail: Adv.E.Smit@gmail.com

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