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CONTINGENCY FEES AGREEMENT IN TERMS OF THE CONTINGENCY FEES ACT, 1997
(ACT NO. 66 OF 1997)

Done and entered into between:

CHRISTINE MARFF
102 Bonaventure
112 Ves St. Sunnyside

(full name and address/name of business, full name of authorized representative and address)

(hereinafter called "the client") and

RONALD BOBROFF & PARTNERS INC. or their nominees of 37 Ashford Road, Parkwood,
Johannesburg, 2121 (hereinafter called "the Attorney");

in terms of which the client shall pay the fees agreed to herein to the Attorney for services rendered, if the client is successful in such proceedings to the extent set out in this agreement.

1. It is recorded that in the opinion of the Attorney there are reasonable prospects that the client may be successful in the proceedings mentioned hereunder and the Attorney therefore undertakes to recover no fees from the client unless –

1.1 the client is successful in such proceedings; or

1.2 the Attorney, as set out hereunder, becomes entitled to a fee in the event of a partial success in such proceedings or in the event of the premature termination of this agreement.

2. It is further recorded that, before the signing of this Agreement and in terms of Section 3 (3) of the Contingency Fees Act, 1997 (Act No. 66 of 1997), the client was –

2.1 advised of any other ways of financing the litigation and of their respective implications, this would include obtaining a loan from bank, family or friends;

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2.2 informed of the normal rule that in the event of the client being unsuccessful in the proceedings he/she may be liable to pay the taxed party and party costs of his/her opponent in the proceedings;

and

2.3 informed that he/she will be liable to pay the success fee in the event of success; i.e. a judgment or a settlement sounding in money being obtained.

3. The client acknowledges that he/she gave a written power of attorney to the Attorney to render professional services, namely the handling of a third party/personal injury claim/medical negligence claim/damages on his/her behalf.

4. The parties agree that the client –

4.1 shall be deemed to be successful in the aforesaid proceedings if compensation in the form of cash is recovered from the wrong doer/s; and/or the party vicariously liable and/or the merits of the action are successfully concluded;

4.2 shall be deemed to be partially successful in the aforementioned proceedings if the same results are achieved as stated in paragraph 4.1 above but that the value of compensation is subject to an apportionment on the merits and/or quantum.

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5. The Attorney hereby warrants that the normal fees and disbursements on an attorney and own client basis to perform work in connection with the abovementioned proceedings are calculated on the follow basis:

5.1 In respect of monetary damages claimed, at the rate of R3 200.00 per hour plus VAT or part thereof pro rata, in respect of each and every attendance. The hourly rate will escalate at a compound 10% per annum in respect of each completed period of twelve (12) months from the date of signing hereof.

5.2 With respect to 5.1 above the time charge shall relate to each and every attendance which will include but not be limited to the following: -

5.2.1 conducting investigations, which will include obtaining records/reports from hospitals, medical practitioners,

5.2.2 conducting negotiations;

5.2.3 consulting with me, medical and other experts, counsel, witnesses, accountants;

5.2.4 perusing, considering, settling, researching, collating any document, including but not limited to, financial statements, books of account, vouchers, medical or other literature, letters, pleadings, opinions;

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5.2.5 ~~dictating and/or drafting memos, letters, pleadings, instructions, opinions and any other document whatever;~~

5.2.6 attending telephonically on any person whomsoever;

5.2.7 travelling, as you in your sole discretion consider necessary, including to meetings with witnesses, counsel, inspections in loco and to Courts;

5.2.8 instructing and preparing any experts to furnish reports, meet with others, or give evidence;

5.2.9 attending and/or appearing at any court, inquiry, official, or anywhere else;

5.2.10 researching, including internet attendances.

6. The parties agree that if the client is successful in the aforementioned proceedings the attorney will be entitled to fees and disbursements on the following basis:

6.1 Fees in respect of all time spent at the agreed rate of R3 200.00 per hour plus VAT or part there of pro rata, escalating at 10% per annum compound from the date on which the work was done until date of payment;

6.2 A success fee equal to double the normal fee in respect of all time spent at the rate referred to above.

M.L. [Signature]

- 6.3 Provided however that the attorney's fee charged to the client will either be as calculated in terms of 6.1 and 6.2 above and doubled or will be equal to an amount of 25%, (exclusive of VAT), of the monetary result awarded or recovered on the clients behalf as a consequence of the proceedings, whichever is the lesser;
- 6.4 Disbursements as debited to the attorney by service providers and/or incurred in-house by the attorney, including but not limited to counsel, medico legal and or any other experts, witnesses, sheriffs, cost consultants, any other necessary expenses including but not limited to obtaining records and or documentation, photocopies, emails and printing at R6.00 per page plus vat, R12.00 plus VAT in respect of each formal telephone call or fax, and travel at R12.00 per kilometer plus VAT. The amounts stated herein will escalate at 10% per annum compound from the date of signature hereof to date of payment;

The attorneys fee referred to 6.3 above shall be exclusive of any fees due to advocates whose fees will be regarded as disbursements in the same way as any other service providers in the action, and shall not be taken into account when calculating the 25%, (exclusive of VAT), maximum fee referred in respect of paragraph 6.3 above.

7.

- 7.1 In the event of the termination of this agreement, either by the attorney or the client prior to complete finalization of the matter the client shall owe the attorney fees in an amount calculated at the hourly rate provided herein together with all disbursements incurred in the matter;
- 7.2 Such fees and disbursements shall become payable immediately on presentation of an account to the client and failing payment thereof within 14 (fourteen) days thereof, and shall attract interest at the maximum rate provided for in the National Credit Agreements Act calculated from the date of presentation of the account referred to above to date of payment thereof;

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7.3 In the event of the client requiring assessment or taxation of such fees and disbursements, the client agrees to bear the cost of the attorney engaging a cost consultant to prepare and tax and/or settle a bill of costs in respect of such fees and disbursements and to pay into attorneys trust account, in advance the Cost Consultant's usual fee in respect of such service.

8.

8.1 The attorney shall be entitled to deduct all fees and disbursements due from any monies obtained in the matter as a first charge against all moneys received on the client's behalf, and the client agrees to receive payment of the nett amount due to the client after the Attorney's full fee and disbursements have been deducted and once all monies, including any cost contribution has been actually recovered from the Defendant.

8.2 Herewith irrevocably cedes and makes over to the attorney the right to recover such funds from the party liable to make payment thereof. The attorney by signature on this agreement hereby accepts such cession.

9. The attorney agrees to undertake instructions on a contingency basis subject to the client:

9.1 Making full, honest and complete disclosure of all facts and circumstances material to the claim including medical history, employment records, details of previous litigation, advice received from other legal practitioners, financial circumstances, and any other matter whatsoever;

/rs

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9.2 Furnishing all information required by the attorney, experts and/or defendant's within a reasonable period or within any period required in terms of the Rules of Court and co-operating fully with the attorney, advocate and all of the parties involved in the action;

9.3 Attending all medico legal examinations arranged on the client's behalf by the Attorney or the Defendant's attorneys;

9.4 Attending consultations with the Attorney and/or Counsel as required;

9.5 Accepting recommendations made by the Attorney in respect of the acceptance or rejection of any settlement proposals;

9.6 Generally co-operating in full with the Attorney in the conduct of litigation.

10.

10.1 In the event of the client failing to comply with 9 above, the attorney shall be entitled after 14 (fourteen) days written notice to the client, to withdraw as attorney of record and to immediately thereafter present the client with an account in respect of fees and disbursements due calculated on the basis referred to in 5 above.

10.2 The client acknowledges that until all the attorney's fees and disbursements have been paid in full, the attorney may retain the entire client's file in terms of what is described as the attorney's lien as security for the payment of such fees and disbursements.

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11. 11.1 The client shall have a period of 14 (FOURTEEN) days, calculated from the date of signing of this Agreement, during which he/she will have the right to withdraw from the Agreement by giving notice to the Attorney in writing by registered mail at the address referred to herein or at any changed address of which the client is notified subsequent to the date of signing of this agreement.

11.2 The Attorney shall, in the event of withdrawal by the client, be entitled to fees and disbursements in respect of any necessary or essential work done to protect the interests of the client during such period, calculated on an attorney and own client basis at the rate referred to herein.

12. 12.1 If the client feels aggrieved by any provision of this Agreement or any fees chargeable in terms of this Agreement, the Agreement or the fees may be referred for review to the Law Society of which the Attorney is a member.

12.2 The Attorneys shall be entitled in their sole discretion to have their fees and disbursements taxed by the Taxing Master of the appropriate Court in lieu of assessment by the Law Society.

13. In consideration for the Attorney representing the client on a contingency basis and carrying the costs and risks of the litigation the client:

13.1 specifically waives and abandons any right of action against the Attorney or any member of the Attorney's staff with respect to any damages he/she may suffer as a result of any intentional or negligent act or omission which may occur in the conduct

of any work on his/her behalf; to the extent that the amount of such claim(s) cumulatively exceeds the professional indemnity insurance benefits in force with respect to the practice, either at the time the alleged negligence took place or at the time the claim is instituted; whichever is the lesser.

- 13.2 The attorneys will however remain liable for damages flowing from any proven gross negligence up to the amount of professional indemnity insurance benefits in force with respect to the practice, either at the time the alleged negligence took place or at the time the claim is instituted; whichever is the lesser;
- 13.3 Understands that the Practice at all times is covered automatically by Professional Indemnity Insurance provided by the Attorneys Indemnity Insurance Company and may also have extra indemnity insurance from time to time.
- 13.4 Agrees to the deduction from any amount claimed from the attorney of any excess payable by the attorney/the Practice in terms of any Professional Indemnity Policy and such excess may be deducted by the Attorneys Professional Indemnity Insurers from any amount which might become due to the client.
14. To the extent that my attorneys Ronald Bobroff & Partners Inc. or their nominees shall be in possession of any trust funds received on my behalf, I specifically authorize them in terms of Section 69.9 of the Rules of the Law Society of the Northern Province to, in their sole discretion, to invest such funds in a 78 (2)(A) trust savings or other interest bearing 78 (2)(A) trust account with a banking institution. The attorneys or their nominees shall not be obliged to make such investment and they will utilize their discretion depending on the circumstances prevailing at the time as to whether or not to do so. In particular the client waives any claim

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whatsoever against the Attorney should the Attorney not place any funds in a 78(2)(A) Investment Account. The client specifically waives any claim for interest earned on any client funds held by the Attorney in a regular 78(2) (a) trust account as interest thereon is in terms of the Law due to and payable by the Attorney the Attorneys Fidelity Fund. The client further authorizes the payment of any funds recovered including capital and costs be deposited directly into the Attorneys trust account.

15. 15.1 Any amendment or other agreements ancillary to this Agreement (including any amendments to such agreements) shall be in writing and comply with the requirements laid down in the Contingency Fees Act, 1997 (Act No. 66 of 1997).

16. At the client's specific request it is agreed that this contract will apply to all work done and disbursements incurred from the date the attorney first accepted instructions in this matter and up to and including every final attendance in the matter.

[Handwritten signature]

CONFIRMED BY ME: THE CLIENT

17. This agreement will not apply to claims finalized by way of settlement or judgment for damages amounts of less than R100,000.00. Fees in respect of claims finalized for less than R100,000.00 damages will not be subject to any contingency no win - no fee arrangement but will be charged out at R2,500 per hour, plus VAT escalating at 10% per annum compound from the date on which the work was done until date of payment and will become payable at the conclusion of the matter win or lose. The Attorney however undertakes that the fees so charged where a monetary result is obtained will not exceed 25% plus VAT of the monetary result

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18. The client hereby warrants that he/she understands the meaning and purpose of this agreement and has received a copy thereof.

SIGNED at Rosebank on this the 28 day of September 2010

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CHRISTINE MARIE MAREE

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