

Ag

SEE PARAGRAPH 13

NORMAN BERGER & PARTNERS INC
 Attorneys, Notaries, Conveyancers & Administrators of Deceased Estates: 04-6th Avenue corner Louis Bolla
 Avenue Highlands North JOHANNESBURG Republic of South Africa 2192 - P O Box 260 Highlands North 2037
 Tel: 27 11 786-3000 Fax: 27 11 786-3111 Docex: 1 Highlands North email info@normanberger.co.za

MANDATE AND FEE AGREEMENT
 RE
**CLAIM AGAINST RONALD BOBROFF & PARTNERS INC FOR ANY
 RELIEF OR DAMAGES ARISING OUT OF A MOTOR VEHICLE
 ACCIDENT AND THE CLAIM HANDLED BY RONALD BOBROFF &
 PARTNERS INC
 NO WIN NO FEE BASIS**

I, the undersigned,

Juan de la Guerre
 of 1 Stone Arch Boksburg, North Rd,
Bartlett.

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

NORMAN BERGER & PARTNERS INC

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

a claim against Ronald Bobroff & Partners Inc for any relief or damages arising out of a motor vehicle accident on 28 November 2006 and the claim handled by Ronald Bobroff & Partners Inc.

FEES PER HOUR OR PART THEREOF THAT THE ATTORNEY WILL CHARGE ME FOR SERVICES RENDERED BY THE ATTORNEY AND THE EXCLUSION OF ALL OTHER TARIFFS (ALL SUCH OTHER TARIFFS BEING THE PARTY AND PARTY TARIFF WHICH SHALL NOT APPLY)

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I confirm that:

1.1 The attorney (including each member of the Attorney's staff), is entitled to charge fees on the attorney and own client scale as set out below for services rendered in terms hereof and that I undertake and agree to pay the attorney fees as set out in this agreement;

1.2 The fees on an attorney and own client scale will be calculated on a time basis in terms of an agreed hourly tariff set out below, and not on any other basis and in this respect I understand "any other basis" means:

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- that it is not limited to a fee relative to
- the amount involved (as the amount involved shall not in any way be taken into account nor shall it have any effect on this agreement or the rate charged)
- nor shall the amount of words involved in a document in any way be taken into account
- because this agreement specifically excludes any other basis for the fees to be charged and provides for fees only on a time basis and
- whereas a party and party tariff (which provides, as detailed below, a tariff for an unsuccessful party in a litigation matter to have to pay a successful party) may provide for a fee for perusing and considering or drafting and drawing letters or documents on the applicable tariff which is not a time based tariff for letters or documents or in respect of other matters in the tariff may be on a time basis but at a much lower rate such tariff shall not apply but shall purely be based on the time spent at the aforementioned agreed rate and not on a basis such as in the party and party tariff where such fees are calculated per folio, a folio being 100 words or part thereof or per page,
- all such tariffs for party and party costs shall be excluded and ignored and the fees shall be calculated on a time basis.

1.3 The fees in respect of the time spent by the attorney will be calculated at an hourly tariff which is at present R2 980,00 per hour or part thereof (VAT excluded).

ESCALATION OF THE HOURLY TARIFF FOR EACH YEAR HEREAFTER

1.4 The hourly tariff set out hereto shall automatically escalate annually from 1st January next year and every year thereafter, at a rate of 15% (fifteen per centum) per annum compounded every year, unless specifically otherwise

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- 2.1 Disbursements will reasonably have to be incurred, and that I/the Company accept responsibility to pay such disbursements to the attorney on demand.
- 2.2 I/the Company 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;
- 2.3 Disbursements in respect of travelling costs by motor vehicles will be recovered at the rate of R7,00 per kilometre (VAT excluded), which amount shall be adjusted when the price of diesel or petrol increases or decreases by more than 10% from date hereof.
- 2.4 The cost of making photostat copies will be recovered at the rate of R2,00 per page (VAT excluded) which amount shall also escalate annually on the same basis as is set out in paragraph 1.4 above;
- 2.5 All other disbursements shall be recovered on the basis of the actual amount thereof.

THE DIFFERENCE BETWEEN PARTY AND PARTY COSTS AND ATTORNEY AND OWN CLIENT COSTS AND THAT IN A SUCCESSFUL ACTION, THE SUCCESSFUL PARTY RECOVERS COSTS ACCORDING TO THE PARTY AND PARTY TARIFF, WHEREAS THE CLIENT HAS TO PAY HIS OWN ATTORNEY ON THE ATTORNEY AND OWN CLIENT BASIS (BEING THE CONTRACT CONCLUDED BETWEEN ME / THE COMPANY AND THE ATTORNEY IN THIS DOCUMENT)

- 3. I/the Company confirm that the following shall apply in connection with the prosecution/defence of my/the Company's action in any competent court, namely:
 - 3.1 The attorney's fee for services rendered and disbursements incurred in connection therewith will not be based on the High Court or Magistrate's Court tariffs, or on the tariff in any other court, but will be higher and will be calculated on another basis, to the tune basis clearly set out herein.
 - 3.2 That I am/the Company is aware that I am/the Company is entitled to engage the services of another attorney who may levy fees in accordance with applicable tariffs, and therefore at a much cheaper rate than you will be charging me on a time basis, but I/the Company elect not to do so and we instruct you knowing clearly that your fees are higher than the tariffs of party and party costs.
 - 3.3 That I/the Company understand:-
 - that there is a difference between party and party costs on the one hand and attorney and own client costs on the other.

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accounts in respect of fees and disbursements and that at the conclusion of the matter the attorney will render me/the Company a final account;

4.2 All disbursements reflected in the account will, so far as possible, be accompanied by supporting documentation, (should I require same) and that in respect of fees, the attorney will set out a short cryptic description of the work done by him) and if necessary and if requested by me /the Company will be entitled to have the Attorney furnish me the/Company with the total of hours spent in the execution thereof;

4.3 Should I/the Company require the attorney to furnish me/the Company 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/the Company 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 cost consultant which cost of a cost consultant is a percentage of the fees which could easily exceed 15%.

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

5. 5.1 I/the Company agree to pay interest to the attorney at the prime overdraft rate levied by Standard Bank of SA Ltd plus 2% (two per centum) on any fees and disbursements from the date upon which the same becomes payable until date of payment;

5.2 I/the Company confirm that I am /the Company is 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/the Company 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;


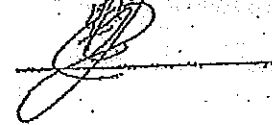
6.2 I/the Company accept that the attorney, in the event of such withdrawal, will be entitled to payment of the fees and disbursements incurred by him in respect of services reasonably rendered during the period prior to the withdrawal of this


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Thus done and signed at Johannesburg on this the 14 day of September 2011

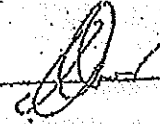
AS WITNESSES:

1. 
2. 



THE ATTORNEY ACCEPTS THE MANDATE IN TERMS HEREOF.

Thus done and signed at Johannesburg on this the 14 day of September 2011.



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