



NORMAN BERGER & PARTNERS INC
 Attorneys, Notaries, Conveyancers & Administrators of Deceased Estates: 84-86 Avenue corner Louis Botha
 Avenue Highlands North JOHANNESBURG Republic of South Africa 2192 - P O Box 250 Highlands North 2037;
 Tel: 27 11 786-3086 Fax: 27 11 786-3111 Docex 4 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,
Juanita de la Griere
 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 26 November 2005 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)

20110110INB/m-MVA/R2 950,00

1. 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:-

• 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 950,00 per hour or part thereof (VAT excluded).

ESCALATION OF THE HOURLY TARIFF FOR EACH YEAR HEREAFTER

1.4 The hourly tariff set out herein 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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mandate, which fees and disbursements shall be levied on the attorney and own client basis set out herein;

6.3 I/the Company confirm that should I/the Company not be able to pay any such fees or disbursements, the attorneys shall be entitled to retain the documents referred to in paragraph 5.2 above until such fees and disbursements have been paid.

7. 7.1 I/the Company confirm that the attorney shall, from time to time, and at his discretion, be entitled to require me/the Company to pay a deposit to cover his fees and/or disbursements and that such deposit shall be payable on demand;

On signature hereof, I/the Company will pay the attorney an initial deposit of R

NIL.

7.2 I/the Company hereby authorise the attorney to receive any monies which may be payable to me/the Company, and to recover therefrom any fees and disbursements owing by me/the Company, before any balance is paid out to me/the Company.

8. I/the Company accept that the attorney will furnish me/the Company with either regular reports relating to progress made by him in the execution of the Attorney's mandate in terms hereof or reports as and when required.

9. Any amendments hereto or any additional agreements hereto must be reduced to writing and signed by the parties.

10. Address for Notices and Service of Legal Documents

I/the Company choose as the address to which notices may be addressed, and at which documents in legal proceedings may be served in connection with this agreement (to the domicilium citandi et executandi) the address set out below my name/the Company name at the start of this document.

11. This documents takes effect from the date when the first contact with the attorney was made prior to the signing hereof and not from the date hereof.

12. I/the Company hereby confirm and accept that this mandate will not only relate to the claim against the Road Accident Fund, but will extend to any other work done by the Attorney on my behalf or any work done, at my request, for and on behalf of any company or close corporation unless a separate mandate and fee agreement has been signed for such other work.

13. All the terms and conditions herein are subject to the Attorney finalising the matter, on the basis of NO WIN, NO FEE.