

Page 1

## MOTOR VEHICLE ACCIDENT CONTINGENCY FEES AGREEMENT

Done and entered into between

[REDACTED]

(\*full name and address/or name and address of authorised representative)

hereafter called "the Client", and

MERVYN LEONARD ANTHONY JOSEPH

OF: JOSEPH'S INC., UNIT 1, BOMPAS SQUARE, 9 BOMPAS ROAD, DUNKELD

(\*full name of attorney, name of practice and address)

hereafter called "the Legal Practitioner", in terms of which the Client shall pay the fees agreed to herein to the Legal Practitioner for services rendered, if the Client is successful in such proceedings to the extent as set out in this agreement, and whereas, in the opinion of the Legal Practitioner, a reasonable prospect exists that the Client may be successful in the proceedings stipulated hereunder.

The Client was, before the signing of this agreement and in terms of the provisions of section 3(3) of the Contingency Fees Act, 1997 (Act 66 of 1997)-

- a) advised of any other ways of financing the litigation and of their respective implications;
- b) 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; and
- c) was informed that he/she will be liable to pay the success fee in the event of success.

Should the Contingency Fees Act not be applicable or enforceable by either party, it is agreed between the parties that this Contingency Fee Agreement will, in such instance, be governed by the Common Law.





Before signing this agreement the Client indicated that he/she understands the meaning and purpose thereof.

Page 2

1. The Client acknowledges that he ~~has~~ has given power of attorney to the Legal Practitioner to conduct proceedings in the High Court of South Africa, having the power of a Court of Law to finalise proceedings in respect of the recovery of damages against the Road Accident Fund as a result of injuries sustained by him ~~in~~ in a motor vehicle collision on ~~the~~ and to render all professional services relevant in finalising such claim for damages.
2. The parties agree that the Client shall be successful in the aforementioned proceedings, if an award is agreed upon or Judgment is handed down by the abovementioned honourable court and/or any higher court.
3. The parties agree that costs relating to the matter shall be payable on finalisation of the matter to the legal practitioner, calculated as to 25% (twenty five percent) (plus VAT), of the capital award, including, without limiting the generality of the foregoing, all amounts awarded in respect of general damages and special damages and loss of earnings and future loss of earnings and medical and related expenses and future medical and related expenses, agreed upon or adjudged by the abovementioned honourable court or any higher court. In addition, all disbursements will be deducted from the capital award.
4. Thereafter the legal practitioner will arrange for the drawing of a party / party bill of costs and the net recovery of fees and disbursements as agreed or taxed, will be refunded to the Client.
5. The Client has a period of 14 days, calculated from the date of signing this agreement, during which he ~~will~~ will have the right to withdraw from the agreement by giving notice to the Legal Practitioner in writing.
6. The Legal Practitioner 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 from the commencement of the matter by the Legal Practitioner.

Page 3

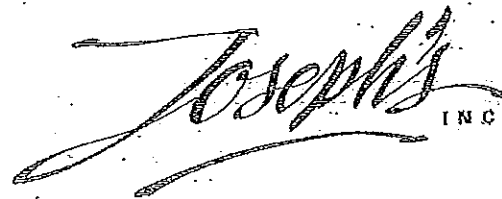
7. If the Client feels aggrieved by any provision of this agreement or any fees chargeable in terms of this agreement, the agreement or the fees may be referred to the Attorneys Society of which the Legal Practitioner is a member and, if an advocate has been appointed, also to the concerned Bar Council in the area in which the advocate practises, to review the agreement and who may set aside any provision or any fees claimable in terms of this agreement, if it is in the opinion of such Attorneys Society or Bar Council unreasonable or unjust.
8. Any amendment or other ancillary agreement to this agreement must be in writing, and must comply with the requirements which are prescribed in terms of the Contingency Fees Act, 1997 (Act 66 of 1997) for contingency fees agreements, and must be attached to this agreement of which it shall form an integral part.
9. A copy of any amendment or other agreement ancillary to this agreement must be delivered to the Client on the date on which such amendment or ancillary agreement is signed.

Signed at  on this the  day of  

  
 -----  
 (the Client)

-----  
 (the Legal Practitioner)

1. A copy of any contingency fees agreement shall be delivered to the client concerned upon the date on which such agreement is signed. (Section 3(4) of the Contingency Fees Act, 1997 (Act 66 of 1997).
2. In terms of Section 2 of the Contingency Fees Act, 1997, a legal practitioner is, when he/she enters into a contingency fees agreement with a client, not entitled to any fees for services rendered in respect of proceedings unless such client is successful in such proceedings to the extent set out in such agreement.



Attorneys Specialising in  
Medical Malpractice and  
Personal Injury Claims

TO BE COLLECTED

Our ref

Your ref

Date 29 September 2010

**STATEMENT OF ACCOUNT**  
**RE: MVA CLAIM:**

I)	Capital to be paid in one installment in the amount of R1 892 071.80		R1 892 071.80
II)	To our disbursements:		
	SAPS – Copies of documents	11.40	
	Drs D Kruger and partners – copies of clinical notes	580.00	
	Peglerae Hospital – medical records	500.00	
	Sheriff – Rustenburg – service of subpoena	112.07	
	Dr GA Versfeld – medico-legal report, preparation and joint minute fee	9 864.42	
	Sunninghill Radiology - Radiological report requested by Dr G Versfeld on 28/01/2010	3 474.90	
	Suzette Murcott – medico-legal report	11 025.00	
	Christa Du Toit – medico-legal report and joint minute fee	12 084.00	
	Algorithm Consultants – actuarial report	3 990.00	
	First Costs Consultants – drawing and taxation of party and party bill of costs	4 441.56	
	Adv JN de Vos SC – on merits and quantum trial and preparation and trial to	76 608.00	

Incorporating the practice of Malcolm Lyons Attorneys

Registration number 1995/12545/21  
Director Mervyn Joseph · Chief Operating Officer André Calitz  
Professional Assistants Johan Calitz, Brett Phillips

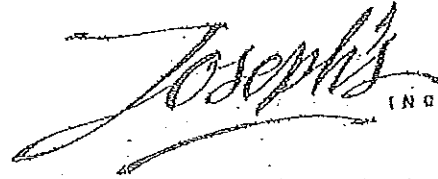
Telephone (011) 325 2886  
Fax (011) 325 2888  
Email josephs@mweb.co.za  
PO Box 1967 Saxonwold 2132  
Unit 1, Bompas Square  
9 Bompas Road, Dunkeld 2196



	settlement		
	Postages & Petties – Joseph's Inc	4 000.00	
	Plus 14% VAT	560.00	
		4 560.00	
	Traveling	580.00	
	Interest	99.55	
	Sheriff – Johannesburg Central – service of subpoena	519.84	
	<b>Disbursements:</b>	<b>R128 450.74</b>	
(iii)	<b>To our attorney and own client fee:</b>		
	To our attorney and own client fee for professional services rendered to date as per the contingency fee agreement	473 017.95	
	Plus 14% VAT	66 222.51	
		<b>R539 240.46</b>	
(iv)	To Discovery Health medical aid – refund of monies under membership number 087503330	R211 129.63	
(v)	To party and party costs recovered from the Road Accident Fund plus interest thereon for late payment		R113 578.86
(vi)	Balance due nett from the capital and recovered party and party costs		
	1) First payment to you	R1 014 252.37	
	2) Final payment to you herewith	R112 577.46	
	<b>TOTAL</b>	<b>R2 005 650.66</b>	<b>R2 005 650.66</b>

7 July 2004

PRIVATE & CONFIDENTIAL  
TO BE COLLECTED



Attorneys Specialising in  
Medical Malpractice and  
Personal Injury Claims

our ref

our ref

Date 7 JULY 2004

Dear Avriile

re: [REDACTED] / ROAD ACCIDENT FUND

DATE OF ACCIDENT: 14/6/2002

1. Further to our previous correspondence in this matter, we hereby confirm that your claim against the Road Accident Fund have become settled in an amount of R2 000 000.00, plus party and party costs to be taxed or agreed plus a "Section 17(4) Undertaking" in respect of all future medical expenses to be incurred by you.

The abovementioned settlement was arrived at as follows:

1.1	Past hospital expenses:	R 72 849.89
1.2	Past medical expenses:	R 187 349.37
1.3	Future loss of earnings:	R 900 000.00
1.4	Future medical expenses:	Section 17 (4) Undertaking
1.7	General damages:	R 600 000.00
	Total:	R2000 000.00 plus a Section 17 (4) Undertaking

Incorporating the practice of Malcolm Lyons Attorneys

Registration number 1995/12545/21  
 Director Merwyn Joseph • Chief Operations Officer André Calitz  
 Consultant Malcolm Lyons • Professional Assistants, Johan Calitz  
 Candice Pillay, Lebogang Matsiela

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 PO Box 1967 Sakonwold 2132  
 Unit 1, Bompas Square  
 9 Bompas Road, Dunkeld 2196  
 Docex 379 Johannesburg

*Joseph's*  
INC

PAGE -2-

2. Kindly find attached our account. You will note the following therefrom:
- 2.1 That we have reflected as a credit the amount received from the Road Accident Fund, namely R2 000 000.00,
- 2.2 That we have deducted therefrom the amounts paid out by our firm in order to prove your matter in respect of obtaining clinical records, completion of the MMF1 medical report, instructing medico legal experts and obtaining reports from them, obtaining hospital records, liaising with the South African police services, instructing counsel on drawing particulars of claim, pre-trial preparation and trial in respect of merits as well as quantum, the revenue stamp on the summons, the Sheriff for serving the summons, and subpoenas, as well as travelling costs and postages and petties. Travelling costs have been calculated at R1.50 per kilometre and postages and petties include photocopying charges at R2.00 per copy.
- 2.3 That we have deducted our agreed Attorney and own client fee for professional services rendered as from 19 August 2002 to date, as per the Special Power of Attorney signed by you, as well as the Contingency Fees Agreement in Terms of the Contingency Fees Act, 1997 (Act 66 of 1997),
3. We are in the process of finalising the party and party bill of costs, which will be submitted to the Road Accident Fund in respect of their contribution towards the costs. As indicated to you before, the party and party rate of recovery is at R400.00 per hour and only in respect of those items that are reasonably necessary between party and party, in terms of the schedules to the Supreme Court Act.

1/1/02 1/1/02 1/1/02

*Joseph's*  
INC

PAGE -3-

We expect the recovery in respect of party and party costs to take approximately four to five months. We remind you once again that certain disbursements as well as all Attorney and own client attendances, and the difference between the Attorney and own client rate of recovery and the party and party rate of recovery in respect of fees will not be recovered from the Road Accident Fund.

4. As indicated above we recovered an amount of R72 849.89 in respect of past hospital expenses and R187 349.37 in respect of past medical expenses. No Undertaking was furnished to Resolution Health Medical Scheme to reimburse them on conclusion of the matter by yourselves. Should Resolution Health Medical Scheme contact you and insist on being reimbursed in respect of your recovery in respect of past hospital and medical expenses please note that they are not entitled to recover more than the two amounts mentioned in respect of past hospital expenses and medical expenses above. We are not in possession of the Rules of your medical aid. We are therefore not in a position to advise you as to whether you are obliged to pay these monies to them. Our recommendation is that you reimburse the medical aid as far as you have not paid the account yourselves and you have deducted your own payments to suppliers.

*of my*  
You will not we have paid monies to medical suppliers that have not been paid by either the medical aid or yourselves which should be taken into account when you deal with the medical aid.

We have also paid to Rapeport Inc. monies owing to the Janks Property Group in respect of their gratuitous payments to you prior to settlement of the claim and in respect of their car that Garry has been using.



*Joseph's*  
INC

PAGE -4-

- 5. Kindly find attached a cheque in an amount of R876 060.85.
- 6. We have as yet not received the Section 17(4) Undertaking in respect of all the future medical expenses to be incurred by you. On receipt of same we will furnish you with the original, together with instructions on how to use the Undertaking.
- 7. You are requested to sign at the bottom of this letter to indicate that:
  - 7.1 You are satisfied with the service that you have received from Josephs Incorporated Attorneys. *Not Really!*
  - 7.2 Specifically agree to the Attorney and own client fee charged in this matter. *No A. Inherently clear No.*
  - 7.3 You agree that the Attorney and own fee is fair and reasonable.

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- 7.5 Your reconfirm the contents of the Special Power of Attorney and the Contingency Fees Agreement signed by you at inception of the matter.

Yours faithfully

JOSEPH'S INC.

*[Redacted Signature]*

MRS AVRILLE INGRID MUSIKANTH

*8 July 2006*

DATE

*115 ...  
11-6-06*

PAGE -2-

6.	Adv. M Chaitowitz in respect of drawing particulars of claim:	2/7/03	2 394.00
7.	Revenue stamp in respect of summons:	15/10/03	80.00
8.	Sheriff-JHB Central in respect of serving summons:	10/7/03	194.43
9	Sheriff-JHB Central in respect of serving subpoena:	22/7/03	206.83
10	Revenue stamp in respect of summons:	15/10/03	80.00
12	Sheriff-JHB Sandton in respect of serving subpoena:	5/11/03	107.39
13	Sheriff-JHB Sandton in respect of serving subpoena:	5/11/03	107.39
14	Drs Matsonn, Scott & Tobias in respect of x-rays:	17/11/03	1 535.60
15	Prof M B E Sweet in respect of a medico legal report:	5/12/03	4 275.00
16	Dr K D Rosman in respect of a medico legal report:	29/1/04	4 100.00
17	Mrs S Muroott in respect of a medico legal report:	6/5/04	8 950.00
18	Prof R J Van Rooyen in respect of medico legal report:	13/4/04	3 000.00
	Dr Niehaus Ungeror in respect of Blood Tests:	14/4/04	1 893.10

*All to be reviewed*

PAGE -3-

19	Jetline Printers in respect of colour photocopies:	13/5/0	218.88	} To be Refunded
20.	Riverfield Lodge in respect of treatment records:	15/5/04	275.00	
21	Mrs B Donaldson in respect of a medico legal report:	21/1/04	10 944.00	
22	Dr L Grinker in respect of a medico legal report:	3/11/03	11 544.00	
23	Mr G Jacobson in respect of actuarial calculation on:	24/5/04	3 790.50	
24	Adv. N De Vos S.C. in respect of trial preparations, pre-trial and consultations in respect of quantum:	16/5/04	61 560.00	
25	X Travelling costs to various experts Court and Counsel:		2 398.40	X
26	X Rodel loans on interest and finance charges:		14 768.64	X
27	X Postages and pettyies including photocopies at R2 per copy: 14% VAT		25 000.00 3 500.00 <u>R 166 838.66</u>	X
(iii)	Payments made to Dr Spiro & Partners in respect of outstanding treatment account for Gary, Tamryn and yourself:			
	(acc: S0715765)14/6/02		1 384.11	
	(acc: S0715763)14/6/02		1 783.40	
	(acc: S0715764)14/6/02		241.24	
	(acc: X0431526)16/6/02		109.07	
	(acc: X0458309)21/6/02		156.70	
	(acc: X0432302)26/6/02		122.10	
	(acc: X0433404)11/7/02		<u>122.10</u>	
			3 918.72	X

PAGE -4-

(IV)	Payments made in respect of Sunninghill hospital (Dispensary fees):		
1.	C107693000	13/11/02	317.51
2.	C114035000	8/2/03	2 281.08
3.	S116469000	5/3/03	1 858.89
4.	S119630000	9/4/03	2 181.61
5.	C128423000	16/7/03	587.55
6.	C131065000	12/8/03	510.98
7.	C133417000	6/9/03	510.98
8.	C135594000	29/9/03	510.98
9.	S107267000	6/11/02	6 587.49
10.	C13951100	8/11/03	510.98
11.	C142999000	10/12/03	510.98
12.	C145698000	9/1/04	533.92
13.	C148602000	6/2/04	533.92
			<u>17 436.87</u>
(V)	Payments in respect of Dr L M Lurie in respect of treatment rendered and not paid: 060575 5/8/02		630.00
(VI)	Payments to Rapeport Inc. in respect of monies owed to M Janks Properties		
1.	Salary:		144 182.89
2.	Motor vehicle:		42 600.47
3.	Loans:		<u>46 000.00</u>
			232 783.36
(VII)	Payment to Dr S M Cornish in respect of treatment on (12/5/04):		533.40
(VIII)	Payments to Dr L Fingleson in respect of treatment: 15/11/02		747.84
		8/8/03	<u>71 623.00</u>
			72 370.84
(IX)	Payment to Dr V Ballhausen in respect of treatment on (29/6/02):		59 427.30
(X)	<u>ATTORNEY AND OWN CLIENT FEE:</u>		
	To our agreed attorney and own client fee for professional services rendered as from 19 August 2002 to date as per the Contingency Fee arrangement signed by you:		
			500 000.00
		14% VAT	<u>70 000.00</u>
		Total:	<u>R570 000.00</u>
(XI)	<u>Balance due to you netto</u>		
	from the capital ( balance to be recovered as party and party costs and in terms of Section 17 (4) Undertaking)		
			876 060.85
			<u>R2 000 000.00</u> <u>R2 000 000.00</u>