



de Broglio  
Inc.

FEE ELECTION BY CLIENT

File no:

Client name: [REDACTED]

The summaries below are for convenience, not exhaustive or intended to be have any bearing on the interpretation of the agreements. Client is referred to the agreements themselves.

I confirm that the fee agreement I elect to govern this matter is the following (indicated by a tick or cross):

27.35%

Common law contingency agreement

- I will pay the attorney 27.5% plus VAT of the capital sum awarded/settled plus all the party and party costs recovered
- The attorney will be responsible for all expert fees, Advocate fees and the like, (whether he may recover such costs partially or fully in the party and party bill of costs for his own account or not) and whether I win or lose the case, save in the event I refuse to co-operate
- The only costs for which I may be liable if I conduct myself fully within the boundaries of the agreement, are the possible party and party costs of the opposite side, which generally result only if I lose the case
- I will pay no deposits at any time

Hourly fee agreement

- I will pay hourly fees of R3200 excluding VAT, whether the case is won or lost, on a time basis depending on how much work is done and the result of the case is irrelevant
- I will pay upfront the costs of all medical experts and/or Advocates my attorneys recommend for the case and I understand that all their court fees and may not be covered when a party and party bill is taxed
- I will recover the party and party costs after taxation
- My Attorney can at any time demand payment of fees and disbursements, either in arrears or through means of advance trust deposits
- Without limiting the generality of the foregoing, I will pay a deposit of R120000 in respect of the case no later than 4 weeks before the trial date and further deposits, on a daily basis, if the trial runs for more than one day

Contingency Fees Act agreement

- In the event that the attorney is successful, I will pay hourly fees of R3200 per hour excluding VAT plus an additional success fee of another R3200 per hour excluding VAT, the success fee only being capped in accordance with the Contingency Fees Act
- I will recover the party and party costs after taxation
- I will not be responsible for the attorneys fees if the case is lost, but I will be responsible for all disbursements, inclusive of the fees of the Advocate and/or medical experts and my attorney can demand payment of such at any time, either in arrears or through means of advance trust deposits
- Without limiting the generality of the foregoing, I will pay a deposit in respect of Advocates fees and expert witness fees of R40 000-00 in respect of the case no later than 4 weeks before the trial and further deposits, on a daily basis, if the trial runs for more than one day

Common law contingency arrangement with recovery of party and party costs

- I will pay the attorney 33.3%, inclusive of VAT, of the capital sum awarded/settled
- The attorney will advance all expert fees, Advocates fees and the like, (whether he may recover such costs partially or fully via the taxed party and party bill of costs for his own account or not) and whether I win or lose the case, save in the event that I refuse to co-operate
- The only costs for which I may be liable if I conduct myself fully within the boundaries of the agreement, are the possible party and party costs of the opposite side, which generally result only if I lose the case
- I will pay no deposits at any time
- The attorney will cause to be taxed, a party and party bill of costs, inclusive of all taxable fees and expenses such as expert fees, advocate fees and the like
- I will recover the party and party fees taxed by the taxing master, after deduction from the total of the taxed costs, the actual costs that the attorney has advanced in respect of expert fees, advocate fees and the like
- In the event that I select this option, a separate fee agreement will be entered into between my attorney and I, insofar as this fee agreement document does not make provision for such an option in the body thereof
- Pending such fee agreement in terms of this election being concluded, it shall be deemed that my attorney and I have entered into an hourly fee agreement, as is contained in this fee agreement document.

I confirm, as indicated above, I have elected the agreement indicated above to be the applicable fee agreement.

Signed at Parkwood on [REDACTED]

[REDACTED]  
Client's Signature

Initial ZH



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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 road between~~ 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.