l, the undersigned

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Telephone Numbers!	1

do hereby nominate and appoint the pattners of HIRBOHOWITZ PLIONIS ATTORNEYS with power of pubalitudes (hereinater called the Atlomey') to render professional legal services to me, which shall include the right to prosecute or defend proceedings in any competent court and on my helpaif to take all necessary steps in connection with a claim to be lodged with the Road Acoldent Fund regarding past / fullure medical expenses; pact / tuture loss of income / upwarel publicant and authentics. future loss of income / general pain and suffering;

- j gonlinn ibat:
- the allomey will be enlitted to charge fees on a contingency basic at the rate of 20% plue Val on the amount compensated by the Road Apoldent Fund in respect of general damages of whatever nature with the only exclusion being the past medical expenses;
  - all distursuments incurred by the afterney in respect of advocates, experte and assessors will be paid by the atterney entropely of the Road Academic Fund's payment in respect of the Bill of Costs and will not be my responsibility, however, if the amount in respect of dishuraements is not fully responsibility. recoverable from the Road Accident Fund; then the difference shall be set off against the amount owing to me by the fund;
  - all monles to be paid by the Road Acoldent Fund will be paid into the trust account of HIRSCHOWITZ FLICNIS and not to me personally; 1.3
  - in the event that the Bill of costs which will be taxed by Hirachovaliz Flights in respect of their less incurred in this maller are in excess of the amount 1.4 which they are enlitted to in respect of the alcrenald contingency, the noted exugas amount shall remoin theire and the holence shall be paid to me, i.e. may not profit from their fees.
- I accept that the alterney will fumish me with regular reports cololing to progress made by him in the execution of his mendalo in learns hereof. 2.



## de Broglio



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I confirm, as Indicated above, I have elected the agreement and the same of th	tee agreement in terms of this election come and document.	•
	Into an month to the applicable received the agreement indicated above to be the applicable rec	. <u></u>
	I confirm, as Indicated approximately	

Client's Signature Signed at Parkwood on

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## MOTOR VEHICLE ACCIDENT

## CONTINGENCY FEES AGREEMENT

Done and entered into between



(\*full\_name\_and\_address/or\_name\_and\_address\_of\_authorised representative)

hereafter called "the Client", and

MERVYN LEONARD ANTHONY JOSEPH

JOSEPH'S INC., UNIT 1. BOMPAS SQUARE, 9 BOMPAS ROÁD, 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)-

- advised of any other ways of financing the litigation and of their respective implications;
- informed of the normal rule that in the event of the Client b) being unsuccessful in the proceedings, helice may be liable to pay the taxed party and party costs of his始 opponent; and
- was informed that helica will be liable to pay the success fee 0) 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 understands the meaning and purpose thereof.

- The Client acknowledges that helicon 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 a motor vehicle collision on and to render all professional services relevant in finalising such claim for damages.
- 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 thatcosts 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 aforegoing, 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.
- The Client has a period of 14 days, calculated from the date of signing this agreement, during which helpe 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.