

MANDATE AND FEE AGREEMENT

I/We, the undersigned,

Physical Address

Postal Address:

Telephone Numbers: (Home) _____ (Work) _____

Cell No.

Email:

which business/residential address is also my/our chosen domicilium citandi et executandi do hereby nominate and appoint the partners and their nominees of

PANDOR ATTORNEYS

with power of substitution (hereinafter called "the Attorney") to render professional legal services, 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 my possible claims regarding my late husbands deceased estate.

1. I confirm that:

- 1.1. the Attorney is entitled to charge fees on the Attorney and Own Client scale 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 the Attorney and Own Client scale will be calculated on a time basis in terms of an agreed hourly tariff;
 - 1.3. the fees in respect of the time reasonably spent by the Attorney will be calculated at the maximum hourly tariff which is at present **R3,300.00** (Three Thousand Rand) per hour (VAT excluded) including for time spent in respect of telephone calls, correspondence and other attendances;
 - 1.4. the hourly tariff set out above shall automatically increase every year annually at a rate of 10% per annum unless specifically otherwise agreed.
2. I confirm that:
- 2.1. disbursements will reasonably have to be incurred, and that I accept responsibility to pay such disbursements to the Attorney on demand;
 - 2.2. I 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 *vis-à-vis* such service providers;
 - 2.3. disbursements in respect of travelling costs by motor vehicle will be recovered at the rate of R8.00 per kilometre (VAT excluded), which amount shall escalate annually on the same basis as is set out in paragraph 1.4 above;
 - 2.4. the cost of making photostat copies and cost of printing incoming e-mail will be recovered at the rate of R4.00 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.
- 2.6. As security for any amounts due to the Attorneys I hereby cede, transfer and make over to Pandor Attorneys all my right, title and interest in and to any amounts which may be awarded to me in terms of any costs order.
3. I confirm that the following shall apply in connection with the prosecution/defence of my action in any competent court, namely:
 - 3.1. the Attorneys' fees for services rendered and disbursements incurred in connection therewith will not be based on the applicable High Court or Magistrate's Courts tariffs, or on the tariff applicable in any other court, but will be higher and will be calculated on another basis;
 - 3.2. that I am aware that I am entitled to engage the services of another attorney who may levy fees in accordance with applicable tariffs, but I elect not to do so;
 - 3.3. that I understand that there is a difference between Party and Party costs on the one hand and Attorney and Own Client costs on the other. I understand that Party and Party costs are those, which, if I am successful, I will be entitled to recover from the other party, and if I am unsuccessful, I may be responsible to pay to the successful party, whilst Attorney and Own Client costs, are those as set out in paragraph 1 above, which I will have to pay to the Attorney irrespective of whether I am successful or not, and irrespective of whether I am able to recover Party and Party costs from any other party.
4. I understand:
 - 4.1. the Attorney is entitled to render me interim accounts in respect of fees and disbursements and that at the conclusion of the matter he will render me a

final account;

4.2. all disbursements reflected in the account will, so far as possible, be accompanied by supporting documentation, and that in respect of fees, the Attorney will set out a short cryptic description of the work done by him together with the total of hours spent in the execution thereof;

4.3. should I require the Attorney to furnish me 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 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;

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

5.

5.1. I agree to pay interest to the Attorney at 2% per month plus 10 % of any fees and disbursements from the date upon which the same becomes payable until date of payment;

5.2. I confirm that I am 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 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 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 mandate, which fees and disbursements shall be levied on the Attorney and Own Client basis set out herein;

6.3. I confirm that should I 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 confirm that the Attorney shall, from time to time, and in his discretion, be entitled to require me to pay a deposit to cover his fees and/or disbursements and that such deposit shall be payable on demand;

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

8. I accept that the Attorney will furnish me with regular reports relating to progress made by him in the execution of his mandate in terms hereof.

9. Any amendments hereto or any additional agreements hereto must be reduced to writing.

THUS DONE AND SIGNED at _____ on this the _____ day of
_____ 20____ in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____

2. _____

CLIENT

THE ATTORNEY ACCEPTS THE MANDATE IN TERMS HEREOF.

THUS DONE AND SIGNED at **ROODEPOORT** on this the _____ day of
_____ 20_____.

ATTORNEY