

FEES PAYMENT AGREEMENT  
BETWEEN  
ROBERT J KOCH cc (CK2000/058266/23)  
(the "Actuary")  
AND  
(NAME OF FIRM/PARTNERSHIP/INDIVIDUAL - CON)  
(the "Attorney")

It is agreed that:

1. All instructions to the Actuary shall be given by the Attorney in writing. Acceptance of such instructions by the Actuary shall take place in Cape Town and the Actuary may proceed to do the work without needing to inform the Attorney of the acceptance.
2. The Actuary will attach his latest statement of account to each assessment for which a fee has been debited.
3. Payment shall be by way of direct deposit into the bank account of the Actuary in Cape Town as stated on the statement of account.
4. A 25% discount may be taken in respect of each debit dated within ninety days of the payment thereof.
5. The Actuary's fees for a matter shall become due and payable:
  - 5.1 Three years after the date of the most recent debit on the statement of account; or
  - 5.2 Upon settlement of the quantum; or
  - 5.3 Upon determination of quantum by judgment; or
  - 5.4 Upon transfer of the file to another attorney or removal by the claimant; or
  - 5.5 Upon abandonment of the claim;whichever is earlier.
6. The full reasonable fee of the Actuary is payable regardless of the results of taxation and payment of the Actuary's fee will not be withheld pending taxation.
7. The Attorney is obliged to keep the Actuary informed as to progress with the file and, in particular, to request in writing a final statement of account once the quantum has been settled, or determination of quantum by judgment, or the file transferred to another attorney, or the claim abandoned. Until such time as said written notice is received the running of prescription shall be suspended.

8. The Attorney guarantees payment of the Actuary's fees regardless of the outcome of the claim and regardless of what other person may have the file.

9. These terms shall apply mutatis mutandis to the payment of fees for work already done prior to signature hereof and as yet unpaid.

10. These terms shall apply mutatis mutandis to the Actuary's fees that are outstanding in respect of any matter taken over by the Attorney from any other Attorney.

11. These terms shall apply mutatis mutandis to the claimant on whose behalf the Attorney is acting.

12. In the event that the Attorney acts for a Defendant (such as the RAF) deferred payment terms shall not apply. The Actuary's fees shall be immediately due and payable and a 25% discount may only be taken if payment is made within 30 days of the date of the relevant debit.

13. The Actuary, at his sole discretion, may call for payment in advance for new instructions whenever, inter alia and without limiting the generality thereof: the Attorney is in arrears with fees which are due and payable; the instruction concerns a matter which is not a motor vehicle accident claim; the claim has poor prospects of success.

14. This contract shall come into being so soon as a duly signed copy hereof has been received by the Actuary at his offices in Cape Town. This offer shall lapse if not accepted within 10 Court days from the date of signature below by the Actuary.

Signed: ..... Name: ..... ID Number: .....  
for the Attorney on .....at.....  
who chooses as his domicilium citandi et executandi (\*\*\*\* enter attorney's physical address for service of summons \*\*\*\*\*)

Signed: ..... Name: ..... ID Number: .....  
for the Actuary on .....at.....  
who chooses as his domicilium citandi et executandi his principal place of business at 1 Chelsea Avenue, Vredehoek, Cape Town.