

FEES PAYMENT AGREEMENT
BETWEEN
KOCH CONSULTING ACTUARIES cc (CK2008/123630/23)
(the "Actuary")
AND
(NAME OF FIRM/PARTNERSHIP/INDIVIDUAL - CON)
(the "Attorney")

It is agreed that:

1. The Attorney shall ensure that all instructions to the Actuary is given in writing. The Actuary shall be entitled to assume that the documentation provided by the Attorney is correct and complete. The Attorney shall be liable for any additional costs incurred by the Actuary due to incomplete or additional instructions. The Attorney confirms that the Actuary will be required to provide services to the Attorney on a case by case basis in accordance with the instructions given in terms of clause 1 above. Reference to the word "case" shall refer to the specific matter or file within the Attorney's office in terms of which instructions are given.
2. All work shall be conducted by the Actuary in Cape Town and the Actuary may proceed to do work on all instructions received from the attorney, without the need to inform the Attorney of the acceptance the instruction.
3. The Actuary will provide the Attorney with an invoice on each instruction/assessment for which a fee shall be debited. The Actuary will also provide a statement of accounts from time to time, setting out all of the fees debited and/or invoices rendered on all instructions received from the Attorney. All payments made in terms of this agreement shall be made free of exchange and bank commission, and without set-off; via direct deposit to the Actuary's nominated bank account in Cape Town.
4. The Actuary's fees exclude VAT. The Actuary will provide a final tax invoice once the account has become due and payable.
5. The Actuary's account on each matter shall become due and payable:
 - 5.1. Upon settlement or finalisation of the Attorney's case, whether due to withdrawal, agreement, judgment and/or court order, notwithstanding the outcome or result; or
 - 5.2. Upon termination of the Attorney's mandate by the Attorney's client and/or the transfer of the Attorney's file to another firm or attorney; or
 - 5.3. Upon abandonment or discontinuation of the case, for whatever reason being; or
 - 5.4. Three (3) years after the date of the most recent debit on the actuary's statement of accounts; whichever event occurs first
6. The Attorney shall be required to inform the Actuary on occurrence of any of the events mentioned in clause 5 above. Prescription will only start to run from the date on which the Actuary is informed or otherwise becomes aware of an occurrence in terms of clause 5.

7. The Attorney is obliged to keep the Actuary informed as to the progress of the Attorney's case and, in particular, to request in writing a final statement of account or specific invoice once any of the events mentioned in clause 5 occurs. 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 fee, regardless of the outcome of the Attorney's case. The signatory to this agreement hereby binds himself/herself as co-principal debtor, jointly and severally, regarding all debts owing by the Attorney to the Actuary.
9. In the event that the Attorney's case is conducted on behalf of the State, a State Department, the State attorney's office, a State Owned Company as defined in the Companies Act 71 of 2008 and/or the Road Accident Fund, the account will become immediately due and payable on delivery thereof to the Attorney. Clauses 5, 6 and 7 shall not apply in this regard.
10. The Attorney may claim the following discounts on accounts:
 - 10.1. A 25% (twenty five percent) discount for cases where the Attorney is not acting on behalf of an entity listed in clause 9 above, but only if payment is received within 90 (ninety) days from date of first delivery of the Actuary's account.
 - 10.2. A 25% (twenty five percent) discount for cases where the Attorney is indeed acting on behalf of an entity listed in clause 9 above, but only if payment is received within 30 (thirty) days from date of first delivery of the Actuary's account.
11. The Actuary's account is not subject to deduction, further calculation, determination or taxation, and payment thereof may not be withheld for any reason whatsoever.
12. A certificate under the hand of one of the Actuary's employees and/or attorneys (whose appointment as such shall not be necessary to prove) shall constitute prima facie proof of any amount payable by the Attorney to the Actuary in terms hereof and the fact that the same is due and payable for all purpose, including (but not limited to) provisional sentence and summary judgment.
13. In the event of any legal proceedings being instituted by the Actuary against the Attorney, the Attorney agrees to pay all legal costs, be it pre-litigation or litigation cost, incurred by the Actuary including all ancillary or other expenses relating thereto, on a scale as between attorney and own client, which will include but not be limited to collection charges (at a rate of 10%), tracing fees and travelling costs by air or any other mode of travel, as well as subsistence costs (including any accommodation costs) incurred by any representative, employee or witness of the Actuary, whether incurred prior to or during the institution of legal proceedings, including any appeals, or after judgement has been granted, in connection with the satisfaction or enforcement of any such judgement.
14. The Attorney and signatory elects as their domicilium citandi et executandi for the service of all court processes, the physical address as stated on the first page of the agreement.
15. In the event of the Attorney failing to promptly pay any account within the period set out in this agreement, the Actuary may, within the Actuary's sole discretion, elect to cancel this agreement, in which event all outstanding accounts will immediately become due and payable to the Actuary, notwithstanding any other clause of this agreement.

16. In the event of the Attorney being a company, the signatory to this document warrants that such company, trust or close corporation has been duly incorporated and that its full and correct name and registration number appears on all the relevant pages of this agreement.
17. The signatory warrants that he/she is duly authorised to represent the Attorney, in the event of the Attorney being a company, partnership and/or other formation of a professional firm.
18. The signatory hereby accepts that he/she is personally liable for the accounts of the Attorney, as co-debtor, jointly and severally.
19. The Attorney agrees that signed electronic copy of this agreement forwarded to the Actuary by the attorney will be deemed to be an original copy and constitute prima facie proof of the agreement.
20. No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against the Actuary in respect of its rights under this agreement.
21. No party shall be bound by any express or implied term, representation, warranty, promise, amendment to this agreement (including but not limited to this clause 21) or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not to the extent permissible by law, unless it is agreed upon in writing between the parties.
22. All the benefits from the legal exceptions non numeratae pecuniae, non causa debiti, errore calculi, revision of accounts, no value received and all other legal benefits and exceptions are renounced by the Attorney.
23. This agreement shall apply mutatis mutandis to all prior work done by the Actuary on behalf of the Attorney or on behalf of an attorney who worked on the file prior to the Attorney taking over the matter.

Signed: Name: ID Number:

for the Attorney onat.....

who chooses as his *domicilium citandi et executandi* (***) enter attorney's physical address for service of summons ****)

Signed: Name: ID Number:

for the Actuary onat.....

who chooses as his *domicilium citandi et executandi* his principal place of business at **4 Myrtle Street, Oranjezicht, Cape Town.**