

AGREEMENT / OOREENKOMS

By / **Deur**

ID Number/**Nommer** ("the Cedent/**die Sedent**")

To / **Aan**

ID Number/**Nommer** ("the Cessionary/**die Sessionaris**")

1. The Cedent (herein also referred to as the "Applicant") and Cessionary agree that the Cedent has certain monetary claims stemming from an investment made by the Cedent in one or more of the Highveld Syndication Companies 15-22 ("HS Companies"). The Cedent invested the sums in the HS Companies, reflected as Investments in "Form B", attached hereto. Form B forms part of this document and agreement.

Die Sedent (hierna ook verwys as die "Aansoeker") en Sessionaris kom ooreen dat die Sedent sekere monetêre eise het voortvloeiend uit 'n belegging gemaak deur die Sedent in een of meer van die Hoëveld Sindikasie Maatskappye 15-22 ("HS Maatskappye"). Die Sedent het die bedrae in die HS Maatskappye belê, soos uiteengesit as Beleggings in "Vorm B", aangeheg hierby. Vorm B vorm deel van hierdie dokument en ooreenkoms.

2. In this regard, the Cedent maintains to have a claim against certain individuals and/or entities *inter alia* associated with the so-called Georgiou group of companies, as claimed in court papers filed/to be filed in the intended Class Action brought on behalf of the investors/prospective claimants in the HS Companies against Respondents in the Pretoria High Court ("the Class Action").

In hierdie verband, bevestig die Sedent dat hy/sy 'n reg het teen sekere individue en/of entiteite wat *inter alia* geassosieer is met die sogenaamde Georgiou-groep van maatskappye, soos vervat in hofstukke geliasseer/of wat nog geliasseer moet word in die beoogde Klas-aksie aanhangig gemaak namens die beleggers/voornemende eisers in die HS Maatskappye teen Respondente in die Pretoria Hooggeregshof ("die Klas-aksie").

3. The Cessionary and Respondents dispute the above claims, and, instead, are of the view that the Cedent has a claim against Orthotouch Proprietary Limited arising from the restructure of the HS Companies in terms of Business Rescue Proceedings and a subsequent Scheme of Arrangement in respect of the HS Companies.

Die Sessionaris en die Respondente betwis bogenoemde eise en is eerder van die opinie dat die Sedent 'n eis het teen Orthotouch Proprietary Limited voortvloeiend uit die herstrukturering van die HS Maatskappye kragtens die Besigheid redding prosedure en die gevolglike Reëlinskema van die HS Maatskappye.

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4. Although the parties hereto therefore do not agree on the exact nature and content of the claim/s which the Cedent may have, they agree that some claim/s exist (“the Claim”) stemming from the said investment/s. It is this Claim which the parties agree form the subject matter of this cession.

Nieteenstaande die feit dat die partye hiertoe nie ooreenkom oor die presiese aard en inhoud van die eis(e) wat die Sedent mag hê nie, kom hulle ooreen dat sommige eise (“die Eis”) voortvloeiend uit genoemde beleggings wel bestaan. Dit is hierdie Eis waaroor die partye ooreenkom wat die onderwerp is van hierdie sessie.

5.

- 5.1 On signature hereof the Cedent shall lodge in Trust with the Class Action Attorneys, Theron & Partners, Stellenbosch (“the Attorneys”), this document in respect of the cession of the claim, first duly signed by the Cedent and thereafter the Cessionary, as set out hereunder. This document shall remain in trust until the Capital has been paid in full, as set out herein, and thereafter the cession the claim of the Cedent shall be completed with delivery of this document to the Cessionary

Met ondertekening hiervan sal die Sedent die dokument wat handel oor die sessie van die eis, indien in Trust by die Klas-aksie Prokureurs, Theron & Vennote, Stellenbosch (“die Prokureurs”), behoorlik onderteken eers deur die Sedent en daarna deur die Sessionaris, soos hieronder uiteengesit. Die dokument sal in trust bly tot en met betaling van die volle Kapitaal soos hierin uiteengesit en waarna die sessie van die eis van die Sedent afgehandel sal wees met lewering van hierdie dokument aan die Sessionaris.

- 5.2 The Cedent cedes to the Cessionary which takes cession of the Claim for an amount (“the Capital”) together with Costs, as set out herein, which cession shall be completed when the Capital is paid in full by the Cessionary to the Cedent. Payment shall be as follows:

Die Sedent sedeer aan die Sessionaris wat sessie neem van die Eis vir die bedrag (“die Kapitaal”) tesame met Koste, soos hieronder uiteengesit, welke sessie as voltooid geag te wees wanneer die Kapitaal ten volle deur die Sessionaris aan die Sedent betaal is.

- 5.2.1 10% (Ten Percent) of the Capital within 21 (Twenty-One) business days after signature of this document;

10% (Tien Persent) van die Kapitaal binne 21 (Een-en-Twintig) besigheidsdae na ondertekening van hierdie dokument;

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5.2.2 The balance of the Capital in Nine (9) equal payments payable every 90 (ninety) business days succeeding that payment referred to in 5.2.1 above and thereafter every 90 (ninety) business days succeeding each payment until the full amount has been paid;

Die balans van die Kapitaal in Nege (9) gelyke paaieimente betaalbaar elke 90 (Negentig) besigheidsdae in opvolging tot die paaieiment verwys na in 5.2.1 hierbo en daarna elke 90 (Negentig) besigheidsdae in opvolging tot die vorige paaieiment totdat die volle bedrag betaal is;

5.2.3 Costs (as set out in Form B) within 21 (Twenty-One) business days after signature of this document.

Koste (soos uiteengesit in Vorm B) binne 21 (Een-en-Twintig) besigheidsdae na ondertekening van hierdie dokument.

6. The payments referred to in 5.1 and 5.2 above shall be made free of exchange and bank charges into the bank account of the Attorneys, the details of which are to be furnished by the Attorneys.

Die betalings verwys na in 5.1 en 5.2 hierbo sal vry wees van ruilings- en bankkoste en sal betaal word in die bankrekening van die Prokureurs, waarvan die besonderhede deur die Prokureurs verskaf sal word.

7. The signing of this document by the Cedent constitutes an Offer which, if not accepted in writing by the Cessionary within 5 (five) working days (or such longer period granted by the Attorneys in their sole and unfettered discretion), shall be withdrawn and deemed to be of no further force or effect. Confirmation of acceptance shall be provided by the Cessionary by email to the Attorneys.

Die ondertekening van hierdie dokument deur die Sedent vervat 'n aanbod wat, as dit nie skriftelik aanvaar word deur die Sessionaris binne vyf (5) werksdae of sodanige langer tydperk soos toegestaan deur die Prokureurs in hul onbelemmerde eie diskresie nie, onttrek sal word en geag van geen verdere waarde of effek te wees nie. Bevestiging van aanvaarding deur die Sessionaris sal geskied by wyse van 'n e-pos aan die Prokureurs.

8. Upon payment of the last instalment envisaged by clause 5.2. above the cession herein is completed and the Attorneys shall procure that the Claim be transferred into the name of the Cessionary and shall release to the Cessionary all and any cession documentation held by it in trust.

Met betaling van die laaste paaieiment soos uiteengesit in klousule 5.2 hierbo is hierdie sessie geag volbring te wees en sal die Prokureurs bepaal dat die Eis oorgedra is in die

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naam van die Sessionaris en sal aan die Sessionaris enige en alle sessie-dokumentasie wat in trust gehou is, oorhandig.

9. Ownership of the Claims shall only pass to the Cessionary after payment of all amounts as per clause 5.2 above. Therefore, the session only becomes effective once full payment by the Cessionary is made.

Eienaarskap van die Eise sal slegs oorgaan na die Sessionaris na betaling van alle bedrae soos uiteengesit in klousule 5.2 hierbo. Dus sal die sessie slegs van krag wees wanneer volle betaling deur die Sessionaris gemaak is.

10. To the extent that the Cedent may have in any way supported the aforementioned Class Action, the Cedent undertakes forthwith to suspend further supporting of the Class Action in any way, provided that the Cessionary diligently pays in terms of this agreement. Once full payment has been made, the Cedent undertakes to cease and desist from supporting the Class Action.

Tot die mate waarin die Sedent op enige manier die voorgenoemde Klas-aksie ondersteun het, sal die Sedent onverwyld ooreenkom om alle verdere ondersteuning van die Klas-aksie op watter wyse ook al, te staak, op voorwaarde dat die Sessionaris stiptelik kragtens hierdie ooreenkoms betaal. Met die volle betaling van die Eis onderneem die Sedent om enige ondersteuning van, en deelname aan die Klas-aksie te staak.

11. Should the Cessionary be in breach of this agreement for more than seven (7) working days' written demand by the Attorneys, the Cedent is free to exercise all his/her/its rights, which include but is not limited to continuing the Class Action as mentioned in clause 10 above. If the Cessionary is in breach of this agreement for more than seven (7) days' written notice by the Attorneys, the Cedent may, without prejudice to any of its rights, cancel this agreement without further notice and retain all monies paid by the Cessionary as agreed pre-estimated damages.

Indien die Sessionaris nie die ooreenkoms nakom nie, vir meer as 7 (sewe) werksdae na skriftelike aanmaning deur die Prokureurs, kan die Sedent al sy/haar regte insluitend maar nie beperk nie, tot die voortgaan van die Klas-aksie soos verwys na in klousule 10 hierbo uit oefen. Indien die Sessionaris in kontrakbreuk bly kragtens hierdie ooreenkoms vir meer as 7 (sewe) dae na 'n skriftelike kennisgewing deur die Prokureurs, mag die Sedent sonder benadeling van enige van sy/haar regte en sonder verdere kennisgewing hierdie ooreenkoms kanselleer en alle gelde betaal deur die Sessionaris behou as ooreengekome vooraf berekende skade.

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12. It is agreed by the parties each to select the following addresses hereunder as their respective *domicilium citandi et executandi*, which shall be the address at which all processes may be served.

Die partye kom ooreen dat elke party die volgende adres hieronder vermeld as hul onderskeie *domicilium citandi et executandi* aandui as die adres waar alle prosesstukke bedien kan word.

Cedent/**Sedent**: c/o-p/a Theron and Partners Attorneys, 18 Alexander Street, Stellenbosch.

Cessionary/ **Sessionaris**:

.....

Email/**Epos**:

13. The Cedent acknowledges that payment in terms of the foregoing shall constitute full payment in respect of all or any claims which the Cedent has or may have had against the HS Companies, Orthotouch and/or any other person(s) arising from or as a result of the Cedent having made the investment in HS Company/ies referred to above.

Die Sedent erken dat betaling kragtens die voorgaande ooreenkoms gesien word as volle betaling met betrekking tot alle of enige eise wat die Sedent mag gehad het of mag hê teen die HS Maatskappye, Orthotouch en/of enige ander persoon of persone voortvloeiend uit of as gevolg van die Sedent se belegging in die HS Maatskappy(e) soos na verwys hierbo.

14. This agreement constitutes the whole agreement between the parties relating to the subject matter thereof, and no amendment, alteration, addition, variation or consensual cancellation (other than provided for herein) will be of any force or effect unless reduced to writing and signed by the parties or their representatives. The parties agree that no other terms or conditions, whether oral or written, and whether express or implied, apply.

Die ooreenkoms vervat die hele ooreenkoms tussen die partye wat betref die onderwerp hiervan en geen wysiging, verandering, byvoegsel, afwyking of konsensuele kansellasië (anders as waarvoor hier voorsiening gemaak word nie) sal enige gevolg of effek hê tensy dit skriftelik ooreengekom is en onderteken is deur die partye of hul gevolmagtigdes nie. Die partye stem verder ooreen dat geen ander voorwaardes of terme, hetsy skriftelik of mondelings, of uitdruklik of by implikasie, van toepassing sal wees nie.

15. All costs, fees and disbursements pertaining to the negotiations, drafting and conclusion of this agreement, whether legal or otherwise, shall be paid by the Cessionary on demand by the Attorneys.

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Alle kostes, fooie en uitgawes wat verband hou met die onderhandelinge, opstel en sluit van die ooreenkoms, hetsy regs-koste of andersins, sal deur die Sessionaris betaal word soos en wanneer deur die Prokureurs aangevra word.

16. In this agreement the English version shall be binding upon the parties and the Afrikaans version is only for information purposes.

In hierdie ooreenkoms is die Engelse weergawe bindend op die partye en is die Afrikaanse weergawe slegs vir inligtingsdoeleindes.

THUS DONE AND SIGNED BY THE RESPECTIVE PARTIES AS FOLLOWS:

ALDUS GEDOEN EN GETEKEN DEUR ALLE PARTYE BETROKKE:

(SIGNED)
CEDENT / SEDENT
Place/**Plek**.....
Date/**Datum**:.....

(SIGNED)
Accepted by the **CESSIONARY**
Aanvaar deur die SESSIONARIS
At/**om**.....(time/**tyd**) on/**op**
Date/**Datum**:
Place/**Plek**.....

WITNESS / GETUIE
(SIGNED)

WITNESS / GETUIE
(SIGNED)

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