

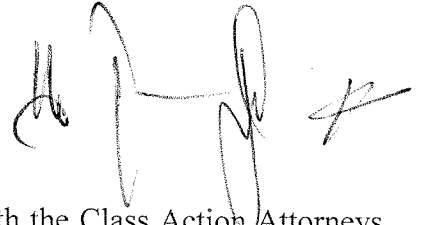
AGREEMENT



By

.....
Identity Number (“the
Cedent”)

To
Identity Number (“the Cessionary”)

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.
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”).
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.
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.



- 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
- 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:
- 5.2.1 10% (Ten Percent) of the Capital within 21 (Twenty-One) business days after signature of this document ~~by the Cedent~~;
- 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.
- 5.2.3 Costs (as set out in Form B) within 21 (Twenty-One) business days after signature of this document.
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.
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.
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- 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.
- 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.
- 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.
- 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.
- 12. It is agreed by the parties each to select the following addresses hereunder as their respective *domcilium citandi et executandi*, which shall be the address at which all processes may be served.

Cedent: c/o Theron and Partners Attorneys, 18 Alexander Street, Stellenbosch.

Cessionary:

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Email:

- 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.

- 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.
- 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.

THUS DONE AND SIGNED BY THE RESPECTIVE PARTIES AS FOLLOWS:

CEDENT

Date:

Place

WITNESS

Accepted by the **CESSIONARY**
at(time) on
2016.

Date:

WITNESS

**APPLICATION FOR SETTLEMENT WITH MR NIC GEORGIU/ORTHOTOUGH |
AANSOEK VIR SKIKKING MET MNR NIC GEORGIU/ORTHOTOUGH:**

I/Ek, _____ (full names and surname/volle name en van), Identity Number/Identiteitsnommer _____, ("Applicant"/"Applikant") invested (the "Investment/s") in the following Highveld Syndication company/ies "HS Companies" | **het belê (die "Belegging/s") in die volgende Highveld Sindikassie maatskappy/e ("HS Maatskappye"):**

HS 15	R	HS 19	R
HS 15B	R	HS 20	R
HS 16	R	HS 21	R
HS 17	R	HS 21B	R
HS18	R	HS 22	R

I hereby apply to settle with Mr Nic Georgiou/Orthotouch for full and final settlement of all my claims against him and others on the following basis, namely payment of: | **Ek doen hiermee aansoek om met Mnr Nic Georgiou/Orthotouch te skik as volle en finale vereffening van al my eise teen hom en ander op die volgende basis, naamlik betaling van:**

1. Capital | **Kapitaal**

50% of Investment/s | **van Belegging/s**

2. Annual Interest | **Jaarlikse rente**

0%

3. Contribution to Costs per Syndication ("Costs") by Mr Nic Georgiou | **Bydrae tot Koste per Sindikassie ("Koste") deur Mnr Nic Georgiou**

3.1 R1 000 / R1 500* (*delete where applicable) registration costs per syndication, already paid | **R1 000 / R1 500* (*skrap soos van toepassing) registrasiekoste per sindikassie, reeds deur my betaal;**

3.2 R1 000.00 legal costs per syndication, already paid | **R1 000.00 regs-koste reeds betaal.**

4. Repayment Terms | **Termyn van Terugbetaling**

4.1 10% (Ten Percent) of Capital within 21 **business days** after acceptance of the settlement offer | **10% (Ten Persent) van Kapitaal binne 21 besigheidsdae na aanvaarding van die skikkingsaanbod;**

4.2 Thereafter the balance of Capital in Nine (9) equal payments every 90 **business days** | **Daarna die balans van Kapitaal in nege (9) gelyke paalemente elke 90 besigheidsdae.**

DATE/DATUM: _____

SIGNED/GETEKEN: _____