

What is more disturbing is that the people who settle through Mr Hancke agree to the following:

1. Their claims are only against Orthotouch stemming from the Business Rescue Plan and not from alleged false misrepresentations by the Respondents.
2. Investors accept and acknowledge the existence and legal consequences of the S155 Scheme of Arrangement, which scheme the HSAG is currently in the process of setting aside.
3. Investors must file their original documents with Mr Nic Georgiou's Attorneys which mean amongst others that, in the event of a dispute with Orthotouch, they won't have original documents in their possession to substantiate their claims. Investors must first prove their contributions towards legal en registration costs, otherwise it won't be paid.
4. Investors' offers to settle with Orthotouch are irrevocable which mean that they cannot withdraw it.
5. Orthotouch does not admit liability in the Hancke document which could enable a liquidator to claim back monies paid out to investors by Orthotouch, in the event of a possible future liquidation of Orthotouch.
6. Investors won't have the original cession documents to support any action if Orthotouch breaches the agreement.
7. Investors lose all their claims (except 50% in the agreement) immediately because their claims are transferred immediately upon acceptance by Orthotouch, and **not** only when the final payment is received (as set out in the HSAG settlement agreement with Mr Nic Georgiou).
8. Investors' participation with the HSAG immediately ended on signature of the Hancke document and not only suspended (as set out the HSAG settlement agreement) until full payment was made.
9. All investors' claims are settled and not only the claims signed with Orthotouch on the Hancke document (i.e. if they settled their claim i.r.o. one syndication, their other claims are also deemed to be settled).
10. If Orthotouch does not pay investors, investors can only sue in their own name on this document and not through the HSAG Class Action. If they rejoin the HSAG Class Action at a later stage they might be faced with a defence of prescription.
11. Investors must sign a confidentiality clause which prohibits them to disclose any information.
12. No further interest will be paid to investors, even if Orthotouch is in breach of the agreement.
13. If Orthotouch is liquidated persons who settled with them may be faced with a fraction of their claims against the assets registered in the name of Orthotouch.
14. It is a common fact that Mr Nic Georgiou and Mrs Visagie threaten to liquidate his entities and worse, that Mrs Visagie and Mr Hancke are also promoting an option, called Option 3, where all the assets of Orthotouch are placed in a new JSE listed company, which effectively means that those people will receive little, if any proceeds if Orthotouch is liquidated (as all those assets will vest in the JSE company).

15. People who settle outside the HSAG will receive **no** protection if Orthotouch fails to honour its obligations. They must therefore institute legal action in their own names of which the costs can become enormous.
16. Investors and even HSAG Members are encouraged, if in doubt, to contact their own attorneys for independent legal advice.
17. Mr Hancke is not an attorney, registered financial advisor or member of the HSAG and HSAG members must be extremely cautious to sign documents presented by him without taking proper legal advice as he is also working for Orthotouch. To the best of our knowledge, Mrs Visagie is also not a registered Financial Advisor. Kindly contact the Financial Services Board at 0800 110 443 or visit their website at www.fsb.co.za to verify any such queries.