

MONTHLY NEWSLETTER: JUNE 2017

Dear Mr / Mrs / Ms

NB: The official Highveld Syndication Action Group (“HSAG”) notices are the only official source of information where investors can find information regarding the HSAG. Kindly visit the website at www.hsaction.co.za. Emails are also sent out from time to time. The onus is always on investors to ensure that their application form for the HSAG has been completed correctly and that they keep us up to date with any amendments with regards to their contact details as well as email addresses.

Kindly visit our website at and complete the HSAG Questionnaire on Survey Monkey.

1. ADMINISTRATIVE CUT-OFF DATE FOR REGISTRATION AT THE HSAG

PLEASE TAKE NOTE that 31 March 2017 was the cut-off date for late-registrations to join the HSAG. Any further late applications would only be considered on an *ad hoc* basis with specific conditions. All further requests and enquiries must be submitted in writing to hsagenquiries@gmail.com.

2. FOREWORD

Firstly we would like to thank everyone who reacted positively on the requisition of the HSAG of R2 000 per person for contribution towards administration and legal costs for 2017. We can assure you that was it not for your support and contributions, there would have been no question of a class action with which the Respondents could be held accountable in the Certification of the Class Action (Pretoria) and the Application for the setting aside of the Scheme of Arrangement (Johannesburg).

We are well aware that many HSAG members are in dire financial straits but we would like to absolutely assure you that every contribution made add to ensure that fairness and justice prevail. Apart from that the class action is a major case where we represent a large group for a total protectable interest of approximately R4 800 000 000,00 (Four billion eight hundred million rand).

The proposed HSAG class action suit against Mr Nic Georgiou and others with regards to the unsuccessful Pickvest property syndication schemes, may receive a significant boost. Mr Morkel Steyn, a senior marketing executive of Pickvest and a director of all the Highveld Syndication schemes, has “disassociated” himself from property magnate Mr Nic Georgiou, Orthotouch and several other related individuals, as he doesn’t believe they act in the best interest of investors.

Moneyweb reported comprehensively in this regard after Mr Steyn announced that he approached the Highveld Syndication Action Group (HSAG), the force behind the class action application, to offer his assistance. Please visit the HSAG website for the full article.

There are still persons (such as Mrs Elna Visagie and Mr Helgard Hancke) who are working at, or are associated with, or who support the workings of Orthotouch or Mr

Nic Georgiou, who are constantly trying to raise suspicion about the action of the HSAG Steering Committee and/or the legal representatives and specifically the management of trust funds, but we can assure you that the trust funds are being managed with caution and that all spending are controlled, checked and verified by independent cost consultants and auditors.

3. PAYMENT OF OUTSTANDING REGISTRATION COSTS*

**Please ignore this chapter if you had already paid your registration costs in full.*

It is of utmost importance that any registration costs that have been outstanding since as long ago as 2014, must be brought up to date as soon as possible in order to finalise those investors' registration as members of the HSAG.

It is nearly three years since the establishment of the HSAG and it is extremely unfair towards the loyal members of the HSAG that those who require legal representation in a case where the average claim is R250 000, are not prepared or willing to pay the nominal amount for registration costs.

The HSAG have the protection of a legal team comprising of attorneys, and junior as well as senior counsel that have not only been working on this case for a long time but also have been there to protect the prospective claimants under the umbrella of the HSAG and who require everyone's cooperation.

The HSAG Steering Committee decided that those investors who have not paid their registration costs on or before 31 August 2017 (the "cut-off date") will unfortunately be suspended as members of the HSAG. Suspension of membership would mean that such investors will not enjoy the benefit of legal protection from the HSAG. Should the investor pay the arrears registration costs, his/her membership would be reinstated.

HSAG members must also take note that there are persons such as Ms Elna Visagie and Mr Helgard Hancke who have been in a trustworthy relationship with the HSAG and its members, but who are either now in the employment of or who follow the goals of Orthotouch and/or Mr Nic Georgiou and who are their agents. Any person who settles through them or who support their goals must accept the fact that they definitely do not have the support or sympathy of the HSAG.

4. HSAG WEBSITE SURVEY

We would like to thank all investors who had participated in the anonymous survey (Survey Monkey questionnaire) that had been placed on our website (at www.hsaction.co.za). The feedback that we received is overwhelmingly positive and is a very good indication of the direction that the HSAG are currently moving in.

We would like to share with you some of the important results of the questionnaire. Should you have any enquiries in this regard you can contact us directly at hsagenquiries@gmail.com.

Results from the survey are as follows (it only reflects the opinion of the investors who took part in the questionnaire) and is a good indication which is in agreement with the

general feeling of HSAG members that have contacted us telephonically, personally or per email.

- i. **92% of investors believe that litigation (legal action) is the only route to recover their capital from Mr Nic Georgiou and the respondents.** This is the direct opposite of the rumours being spread by Mr Nic Georgiou/Orthotouch's agents (Elna Visagie and Helgard Hancke) that the HSAG class action will not continue. The reasons given why we should continue with a court case are attributed to the fact that Mr Georgiou did not honour his word concerning his proposal for an improved settlement offer, as well as the fact that Orthotouch did not comply with their obligations with regards to the settlement of Option 2 payments. Investors are also furious because Mr Georgiou/Orthotouch are constantly trying to delay the case based on technical points and it seems that the scepticism of investors, i.e. that they would only be able to retrieve their money through legal action, are well-founded;
- ii. **For 72% of investors the HSAG website is their main source of information (www.hsaction.co.za) and at 43% the second source of information for investors is the monthly newsletter of HSAG that is attached to your statement.** Because of the size of the HSAG group and geographical distribution of the HSAG members it would be totally impossible, because of practical reasons and cost implications, to communicate per ordinary mail or via any other traditional means with members of the HSAG. Apart from the website and email communication we are currently in the process of starting with two official HSAG WhatsApp groups, one in Afrikaans and one in English in order to improve and ease communication with members even further; **75% of investors indicated that they do not currently belong to any WhatsApp groups, but 70% of the participants indicated that they would like to participate in an official HSAG WhatsApp group.** There are many advantages to being part of a WhatsApp group and would the exclusive purpose of such group be purely administrative and not to become a chatroom. Persons with enquiries or grievances can send it to hsagenquiries@gmail.com.
 - a. Official notices or frequently asked questions (FAQs) would as example be distributed on these groups but it is possible that the comments thereon would not necessarily reflect the official viewpoint of the HSAG Steering Committee or the attorneys of the HSAG.
 - b. Participation would be by invitation and persons who abuse this platform would immediately be removed from it;
- iii. **50% of investors do not trust the information that are currently being distributed on existing WhatsApp groups.** Currently WhatsApp groups are being administered by agents, employees or supporters of Mr Nic Georgiou/Orthotouch, i.e. **Ms Elna Visagie, Mr Herman Lombaard and Mr Helgard Hancke.** Various correspondence and posts wherein **Mr Don Dawson** clearly supported Mr Nic Georgiou's/Orthotouch's case and where it was made clear that he may not be seen as a loyal supporter of the HSAG, had been submitted to the HSAG Steering Committee. Members must thus be cautious with information spread by Mr Don Dawson who has no mandate or authorisation to act on behalf of the HSAG;
- iv. **70% of investors are in favour of the initiative that official notices are sent to them via an official HSAG WhatsApp group.** It is the intention of the

HSAG to start with official WhatsApp groups in English and Afrikaans from July 2017. Persons who are interested in being part of such WhatsApp groups must kindly forward their details (identity numbers, mobile numbers and the abbreviation “Afr” or “Eng”) to hsagenquiries@gmail.com.

- v. **56% of investors indicated that they are not willing to consider a settlement offer of 65% of the original capital amount invested.** Mr Nic Georgiou indicated that he wanted to make a better offer than the previous offer of 50%, which offer was accepted by one out of 10 members of the HSAG. One of the reasons provided was that he wanted to settle the HSAG class action as a whole. When he did not honour his word, the HSAG Steering Committee (click on the link of the letter on our website) informed Mr Georgiou that the negotiations with him be suspended until such time that he makes a better offer. The message that the HSAG members conveyed, was that they were not willing to settle for insubstantial amounts. Should Mr Georgiou make a better offer in writing, such offer would not be disregarded and communicated to the members of the HSAG as a significant amount of investors indicated that all settlement negotiations should not be totally suspended;
- vi. **88% of investors indicated that they have not yet received their full payment in terms of Option 2 of Orthotouch’s Scheme of Arrangement.** This communication by participants of the survey was confirmed by a letter dated 15 June 2017 (see link on the HSAG website) that Orthotouch sent to investors wherein Orthotouch confirmed that they are in breach of their own Scheme of Arrangement as contained in a Court Order. Two aspects of concern are evident in this letter, firstly that they are in contempt of a court order without a valid reason, (the reason provided are nowhere contained in the Court Order as a possible reason for delay) and secondly that Orthotouch is in the process of selling off fixed property in order to pay investors 40% of their capital as full and final settlement.
- vii. **91% of investors indicated that they find the HSAG website to be user friendly.** The HSAG strives thereto that the information published on the website must be as user friendly as possible and thank everyone that have contributed in a positive way towards making the website a success.

Should there be investors who have not completed the quarterly “Survey Monkey” questionnaire, we kindly invite you to click on the Survey Monkey link (before the end of June 2017) that is available on the homepage of our website at www.hsaction.co.za.

5. THE HSAG CLASS ACTION

As reported previously, the HSAG has recently received at least five favourable High Courts Judgments (including one from the Supreme Court of Appeal) that inter alia dealt with the attempt by Mr Nic Georgiou and Orthotouch at the end of 2016 to replace Theron & Partners as attorneys of record and to withdraw the class action in an irregular manner.

Two Supreme Courts in Pretoria and Johannesburg also ordered that new applicants be appointed replacing the erstwhile applicants that colluded with Mr Nic Georgiou to derail the class action.

The Supreme Court of Appeal also sent out a clear message that interlocutory (interim) orders in favour of the HSAG cannot be appealed against by Mr Georgiou and Others. (Please also see hereunder a Judgement of the Supreme Court of Appeal).

However, notwithstanding the aforementioned warning of the Supreme Court of Appeal, as well as that the reinstatement of the class action, the setting aside of the Scheme of Arrangement, as well as the appointment of the new applicants are purely interlocutory in nature (following that appeals cannot be lodged against the judgments), Mr Nic Georgiou and Orthotouch nevertheless did not heed the Rules of Court. Notices were served informing us that they are of the intention to appeal against both the Johannesburg and Pretoria judgments. These applications will be heard soon after the court cessation of the winter recess and at the start of the third term in August/September.

Persons who do not have access to our website (but who do have access to email), requested us to provide them with a list of the most notable cases since the HSAG started with the HSAG class action at the end of 2014. This list is only a short summary and you are welcome to access the various court documents on our website or to contact us for a more in-depth explanation.

i. **SA Vlok & Others / N Georgiou & Others - Pretoria High Court**

Status: *(In process). Once the Scheme of Arrangement is set aside, the HSAG can proceed with our application to certify the class action for syndications 19 – 22.*

ii. **J Geldenhuys & Others / Orthotouch & Others - Johannesburg High Court & Bloemfontein Supreme Court Of Appeal**

Status: *(In process) Once the “Reinstatement Application” has been finalised, we can proceed with our application to set aside the Scheme of Arrangement*

On 30 November 2016 the Supreme Court of Appeal in Bloemfontein ruled in favour of the HSAG with costs. It was ruled that, after Orthotouch tried to appeal against a previous judgment of Judge Spilg in Johannesburg, that the case was purely interlocutory and that there was in any event no prospect of success and that there were no reasons whatsoever why an appeal must be heard by the Supreme Court of Appeal. The business rescue practitioner (BRP), Mr Hans Klopper, had withdrawn his application to appeal.

Orthotouch and Hans Klopper are obligated in terms of the judgment to provide the HSAG with a list of persons (that were entitled in terms of the Section 155 Scheme of Arrangement to vote and to whom notice were given). The Receiver of Orthotouch, Mr Derek Cohen, is also obligated to provide the HSAG Attorneys with a list of persons that voted in favour of or against the Section 155 Scheme of Arrangement.

However, the Receiver of Orthotouch, Mr Derek Cohen, had, in contempt of a court order, provided the attorneys of the HSAG with a list that is so incomplete that it is unclear whether persons voted against or in favour of the approval of the Section 155 Scheme of Arrangement. We are currently considering the appropriate steps to take against him.

The BRP, Mr Hans Klopper, are also in contempt of the Court order, as he had also supplied an incomplete and random list that is certainly not in agreement

with the Order of the Supreme Court. Similar steps, including that of a cost order, are being considered against him.

iii. **Application In Terms Of Rule 30A –Johannesburg High Court Application For Substituted Service (Interlocutory Application)**

Status: Judgment granted in favour of HSAG (2016).

iv. **Application In Terms Of Rule 30A –Johannesburg High Court Application For Substituted Service Interlocutory Application**

Status: Judgment granted in favour of HSAG (2016)

v. **Application For Leave To Appeal - Johannesburg High Court**

Status: Judgment granted in favour of HSAG (2016).

vi. **Petition To The Supreme Court Of Appeal - Bloemfontein High Court**

Status: Judgment granted in favour of HSAG (2016).

vii. **Application For Reinstatement - Pretoria High Court**

Status: Judgment granted in favour of HSAG (2017).

viii. **Application For Reinstatement - Johannesburg High Court**

Status: Judgment granted in favour of HSAG (2017), but Mr Georgiou & Orthotouch has appealed against the whole of the judgment as handed down by Ismail J. (refer below). We are currently waiting for a date to be allocated by the Court for the hearing of the Application for Leave to Appeal in the Johannesburg High Court.

ix. **Application For Joinder - Pretoria High Court**

Status: Judgment granted in favour of HSAG (2017). Four new Applicants have been joined in order to replace our previous Applicants who settled with Mr Georgiou.

x. **Application For Joinder - Johannesburg High Court**

Status: Judgment granted in favour of HSAG (2017). Four new Applicants have been joined in order to replace our previous Applicants who settled with Mr Georgiou.

xi. **Application For Leave To Appeal (Reinstatement & Joinder) Johannesburg High Court**

Status: Heads of Argument outstanding (2017).

xii. **Application For Leave To Appeal (Reinstatement & Joinder) Pretoria High Court**

Status: *Postponed until 2 August 2017.*

The Applications for Leave to Appeal in the Pretoria High Court by Mr Nic Georgiou/Orthotouch against the reinstatement and joining of the Applicants was set down for trial on 7 June 2017 by Judge Murphy, but had been postponed until the 2nd of August 2017 due to the legal team of Mr Nic Georgiou (the Twelfth Applicant in the Applications for leave to Appeal) who could not provide proof that they submitted their Heads of Arguments at the Court. Mr Georgiou will be held responsible for wasted costs.

It is very clear that Mr Nic Georgiou and Orthotouch are trying to frustrate and abuse the legal process with the application to appeal in order to buy some time. The HSAG would however not be steered off course and will continue with the cases until they are heard in court. The legal team is positive about the favourable judgments in both Courts and will seriously consider it to request a punitive cost order against Mr Nic Georgiou and Others.

As soon as the HSAG judgment in the aforementioned applications, that have been set down for trial on 2 August 2017 have been heard and as soon as we have confirmation of the date set down for the application for leave to Appeal in the Johannesburg Supreme Court, will the HSAG be in a position to inform the investors thereof, on the official website. The court orders (as well as the Order of the Supreme Court) are available on our website at www.hsaction.co.za under Media, Press releases and notices, and would we like to invite you to read them.

6. SETTLEMENT NEGOTIATIONS WITH MR NIC GEORGIU/ORTHOTOUCH

Mr Nic Georgiou did not keep his promise concerning an improved offer therefor the HSAG Steering Committee decided on 4 May 2017 to suspend all settlement negotiations with Mr Nic Georgiou/Orthotouch as indicated in our letter dated 5 May 2017. In the meantime we are continuing with the litigation process.

7. SETTLEMENTS OUTSIDE THE HSAG

Any settlement(s) with Mr Nic Georgiou/Orthotouch by **Mr Helgard Hancke, Mrs Elna Visagie, Mr Herman Lombaard** and/or other persons outside of the HSAG (which includes the so-called Orthotouch “Option 4” or a “Second Round Hancke Settlements”) are to the serious detriment of the signatories thereto.

These agreements usually contain a provision that makes it clear that the investor entirely waives his/her rights to a HSAG class action against all of those who allegedly caused damages and losses and against whom action have been instituted.

The agreement of any settlement on these terms would have the effect that the investor cannot partake in the HSAG class action and would thus have waived his/her rights to settle for the balance of the capital, interest and/or costs herein.

Mr Helgard Hancke recently sent out contracts inter alia also to members of the HSAG enticing them to sign settlement agreements with Orthotouch. Effectively this means that settling through Mr Hancke would mean that they have waived all their actions that they had through the HSAG against Mr Nic Georgiou and the other Respondents in the HSAG Class Action.

Persons who settled with Mr Hancke and who had already received their first payment in terms of the "Settlement Agreement" had directly agreed to the following terms and conditions:

- i. Their claims are only against Orthotouch and stem from the Business Rescue Plan and not from alleged false misrepresentations by the Respondents in the Application for Certification of the HSAG class action.
- ii. The 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. The S155 Scheme of Arrangement regulates that Mr Nic Georgiou is entirely indemnified against all liability. Even if Orthotouch made certain payments at the start of the settlement and in terms of the settlement, could these payments be discontinued with and will there be no easy or affordable remedy through the HSAG to collect the outstanding payments.
- iii. Investors must file their original documents with Mr Nic Georgiou's own attorneys which inter alia means that, in the event of a dispute with Orthotouch, the investors would not have original documents in their possession to substantiate their claims which would make it difficult to institute legal action. Apart from this, investors would have to prove their contributions towards legal and registration costs at the HSAG before it will be paid.
- iv. The Investors' offers to settle with Orthotouch are irrevocable which mean that they cannot be withdrawn.
- v. Orthotouch does not admit legal liability in the Hancke document. This means that, should Orthotouch for example be liquidated in future it could enable a liquidator to claim back monies paid out to investors by Orthotouch.
- vi. Investors would not have the original cession documents to support any action if Orthotouch breaches the terms of the Hancke agreement.
- vii. Investors would have lost all their other claims (except the 50% in the agreement) immediately because upon acceptance by Orthotouch the investors immediately transferred their claims to Orthotouch.
- viii. Investors' participation with the HSAG ended with immediate effect.
- ix. All investors' claims are settled on the Hancke document and not only the claims signed with Orthotouch (This means that if investors settled their claim i.r.o. one syndication, all other claims are also deemed to have been settled).
- x. If Orthotouch does not pay investors, investors can only sue Orthotouch in their personal capacity based upon the Hancke contract and not with the assistance of the HSAG Class Action. If investors decide to rejoin the HSAG

Class Action at a later stage they might be faced with a defence of prescription (which comes into place after three years in terms of legislation).

- xi. No further interest will be paid to investors, even if Orthotouch is in breach of the contract. The investors are literally left out in the cold as Orthotouch is not contractually bound to pay interest.
- xii. In the event that Orthotouch is liquidated persons who settled through Mr Hancke may only have a fraction of their claims against the limited assets registered in the name of Orthotouch.

It is common knowledge that Mr Nic Georgiou and Mrs Visagie threaten to liquidate Mr Nic Georgiou's entities. But much worse is 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).

Persons who settle outside the HSAG will receive no protection from the HSAG if Orthotouch fails to honour its obligations. They must therefore institute legal action in their own names of which the costs can become enormous.

According to a **summary prohibition** that has been placed on the website of the FSB on 5 March 2012, Mrs Elna Visagie's mandate to act as financial advisor has been suspended (see link at Item 20 Page 27). Kindly contact the Financial Services Board at 0800 110 443 or visit their website at www.fsb.co.za to verify any such queries.

Kindly obtain legal advice before you sign any further documents with Orthotouch, Mr Nic Georgiou or their agents, such as Mrs Elna Visagie, Mr Herman Lombaard or anyone else i.e. Mr Helgard Hancke.

8. COSTS

We have informed HSAG members from the outset that, depending on the support and co-operation from prospective HSAG claimants, it could be expected that annual financial contributions will be requested from HSAG members. At this stage there have only been two requests for contribution towards legal and administration costs of which the first was a R1 000 contribution towards legal costs per syndication and the second R2 000 per person. In effect this means that members of the HSAG have since August 2014 until 19 May 2017 been contributing approximately R1 per day per syndication towards legal costs.

Regardless of the abovementioned requisitions there are still many members that are not up to date with their contributions, which naturally increases the liability on the loyal and paid-up members of the HSAG. Thus non-paying members are being subsidised by paying members.

Due to the size of the HSAG it is possible for investors to only pay a fraction of the costs. Investors do not have to submit their claims subject to a contingency agreement (commission) with the legal representatives. South African legislation allows that 25%

of investors' claims or double the fee of legal representatives, whichever are the least, may be charged in contingency matters.

From the end of May 2017 all persons with a total investment value of R20 000 or less would, with prior written applications to Theron & Partners, be accommodated and would not be expected to contribute towards administration or legal costs.

PLEASE NOTE: NO REGISTRATION, ADMINISTRATION OR LEGAL COSTS ARE REFUNDABLE AT ANY STAGE AND IS MEMBERSHIP TO THE HSAG VOLUNTARILY.

9. OPTION 2 – PAYMENTS

Many investors indicated that they have received payment in terms of Option 2 (40% pay out). Option 2 is one of the 3 options that investors could choose from in terms of the Scheme of Arrangement in 2014. Orthotouch is currently obliged in terms of a Supreme Court order, to pay out all the monies to all persons who elected Option 2.

However it is our counsel's advice that by choosing such Option 2, the HSAG investors did not automatically abandon their right to be part of the HSAG class action. Thus investors that received a payment in this way have done so in terms of Option 2, without any amendments to, or infringements of their rights concerning the HSAG class action.

Even though it could at a later stage be argued by Mr Nic Georgiou and Orthotouch that the election of Option 2 meant that such an investor could not be a member of the class action, the acceptance of such monies at this stage (in terms of Option 2) would not change or negatively influence the position of the investor.

10. WHISTLE HERE FOR FALSE AND UNDERMINING INFORMATION

The HSAG have received many positive replies from investors informing us of third parties (i.e. Mr Helgard Hancke and Mrs Elna Visagie) pretending to be acting in the good interest of the HSAG members but who are actively busy supporting Mr Nic Georgiou/Orhotouch with smear campaigns and suspicion mongering against HSAG supporters, HSAG attorneys and HSAG management. HSAG supporters must continue supplying this information.

Any relevant or important information must be sent to hsagwhistle@gmail.com. All information marked "Confidential" and sent to us would be handled on an anonymous basis.

11. USE OF CORRECT EMAIL ADDRESSES

It is of utmost importance that investors use the correct email addresses (as indicated on the website and emails) for all communication as well as their reference numbers (i.e. identity number etc.). Should an investor send an email to the wrong email address such correspondence might not be attended to ending up to be time consuming and costly.

Important email addresses that are being used by the HSAG are as follows:

- i. hsactiongroup@gmail.com for all general enquiries about the HSAG class action.
- ii. hsagenquiries@gmail.com for all specific enquiries concerning the class action.
- iii. hsagregister@gmail.com for the registration of new members of the class action.
- iv. hsagwhistle@gmail.com for all confidential information that you would like to send to us anonymously.
- v. hsagestates@gmail.com for all HSAG estate enquiries and estate matters.

12. **STATEMENT FOR PARTICIPATION IN THE HSAG**

Please find attached your statement for contribution in the HSAG.

Kindly take note of the following:

- i. Since the beginning of 2016 our firm has started with trust requisitions for a contribution towards legal costs towards the HSAG, Supreme Court cases and related matters, driven by the HSAG. By doing so the HSAG members' individual and HSAG group's interests are protected. This amount should be reflected on your statement.
- ii. If no trust requisition regarding registration, legal or administration costs appears on your statement, it means that you are in a group which has not yet been processed and/or allocated and will the said amount only reflect on a later statement.
 - a. The requested amount for 2016 legal costs was R1 000 per syndication.
 - b. In May 2017 a further requisition for contribution towards legal and administration costs of R2 000 per person were made.
 - c. A once-off registration fee per syndication was also levied and should also be reflected on your statement.
- iii. Please be advised that the information on our records was gathered from the application forms.
 - a. If your application form is faulty, vague or incomplete there is a possibility that you may not receive statements or emails from us.
 - b. Kindly complete the HSAG Questionnaire in the Monkey Survey on our website in order to update your information or send an email to hsagregister@gmail.com.
- iv. Please click on the link to enter the "Customer Zone" where you will see all your trust requisitions for registrations and legal costs, as well as all payments made.
- v. Due to the continuous high volume of enquiries, registrations, the amendment of personal information and allocations it is possible that your payment/s and/or registration/s will not yet appear on the attached

- Statement but on a later Statement. Please ensure that your information is correct.
- vi. Automated statements will be sent out from time to time (normally monthly), but your link to the “Customer Zone” will stay active and you may therefore view your future payments and transactions as they are being allocated.
 - vii. If there are any outstanding amounts you are kindly requested to pay such outstanding balances as soon as possible to prevent unnecessary administration and/or further costs and further to prevent such members’ membership from being suspended from the HSAG.
 - viii. Registration surcharges are payable on all new and arrear (90 days and older) registrations. Registration cost currently amount to R1 500 per syndication and, if further registrations are allowed beyond the deadline, it is probable that there will be a further requisition for registration costs per syndication for new registrations, in order to relieve the financial contributions made by our current HSAG members.
 - ix. Participation in the HSAG is voluntarily, however, persons that do not belong to the HSAG or who are not up to date with their requested payments, would not be able to claim any rights or privileges that faithful members of the HSAG can. Persons’ who persistently refuse or neglect to pay their membership contributions membership will be suspended.
 - x. We thank you for your loyal support without which the HSAG and class action would not have been possible.
 - xi. At the same time you can be sure of our undivided loyal support to the members and associates of the HSAG.
 - xii. All enquiries must be sent to hsagenquiries@gmail.com.

Kind regards

Theron & Partners

Tel: (021) 887 7877

hsactiongroup@gmail.com