

* AFRIKAANSE TEKS HIERBO

MONTHLY NEWSLETTER: AUGUST 2017

Dear Mr / Mrs / Ms [Customer Name]

This newsletter is addressed to you as a member of the Highveld Syndication Action Group (“HSAG”) on account of you having made an investment in the Highveld Syndication Companies 15 – 22 and thereafter having joined the class-action through the HSAG.

The www.hsaction.co.za website is the place where you will find information although emails are also sent out from time to time.

Please keep us up to date with any changes to your contact details.

In this newsletter we restate the purpose for which the HSAG was formed, the financing of the class-action litigation, an update of legal matters and our response to media queries.

1. COMMITMENT OF THE STEERING COMMITTEE OF THE HSAG AND ADMINISTRATIVE STAFF OF THERON & PARTNERS ATTORNEYS

The attorneys have since inception of the HSAG taken its interest at heart. Ever since Mr Helgard Hancke and Mrs Elna Visagie moved over from the HSAG to the Nic Georgiou/Orthotouch camp, HSAG’s attorneys, its employees and the HSAG Steering Committee took an oath and signed confidentiality agreements in order to protect and promote the interests of the HSAG.

2. MOTIVES AND OBJECTIVES OF THE HSAG

The main objective of the HSAG is to approach the High Court of South Africa by means of application to obtain court orders on behalf of investors in HS15 – 22 permitting the bringing of a Class Action(s) against Mr Nic Georgiou, his sons, their entities and others for the recovery of damages and losses incurred by investors in the failed Highveld Syndications Companies 15 – 22.

The two immediate cases that the HSAG are involved in are the certification of the Class Action as well as the setting aside of the Scheme of Arrangement in terms of Section 155 of the Companies Act. The Scheme of Arrangement (SoA) provides that Mr Nic Georgiou, his sons, their entities and other Respondents have been indemnified of all personal liability. The HSAG asserts that this court sanctioned SoA was obtained by stealth.

It currently limits investors' claims against Orthotouch, a Georgiou property company that only owns two (adjacent) properties. The purchase price of the two Orthotouch properties was R143 341,466 against which a bond of R72 million (50% of the purchase price) was granted in favour of Accelerate Security S P V (Pty) Ltd. This means that there is a residue equity of around R 71 million. Information in the possession of HSAG suggests that Orthotouch has gained rights over approximately 24 commercial buildings. To date this has not been confirmed by means of audited statements.

Should the court agree with HSAG's contentions then the SoA would be set aside and the Highveld Syndication Companies 15 – 22 would revert to business rescue. In that event Mr Hans Klopper – the court appointed business rescuer – would be requested to resign. HSAG members are of the view that Klopper has not acted in their best interests. If a new business rescue practitioner were to be appointed he would be requested to take the necessary steps in order to serve the companies' best interests and the HSAG would be able to continue with the certification application of the Class Action.

The HSAG would prefer an acceptable and workable settlement with Nic Georgiou and others. The HSAG Steering Committee suspended all settlement negotiations in May 2017 pending an improved settlement offer by Mr Georgiou. If a settlement is reached the rights of the HSAG members would be protected. A fall-back position would be included in the settlement so that the HSAG could continue with the Class Action.

Until the HSAG successfully challenges the SoA, Mr Georgiou/Orthotouch are obliged in terms of a Court Order to pay the monthly interest to investors. They cannot summarily stop the payments. It is our view that the payment of interest

could be continued with according to the income generated by the buildings without the SoA.

3. MEMBERSHIP CONTRIBUTIONS & REGISTRATION COSTS

Up and until May 2017 the contributions towards HSAG members' legal costs were minimal: less than R1 per syndication per day.

False allegations recently surfaced that the attorneys of the HSAG would have received R28 million during the past three years.

These allegations are untrue and are premised on that assumption that all 7000 members HSAG members are up to date with their payments.

Members are requested to continue showing their support to the HSAG and its process of recovering the enormous investor losses by diligently making annual contributions. These can even be paid in instalments.

A debit order system, for those who wish to pay using this method, will be implemented early 2018.

The HSAG confirms that all funds received are held in an attorney's trust account which is audited annually. A costs consultant draws up our legal bill of cost in a legally compliant manner.

4. DIVISIVE PUBLICATIONS CONCERNING THE HSAG STEERING COMMITTEE AND ATTORNEYS

During July/August 2017 HSAG members received a nameless email and newsletter that were initiated by allegedly dissatisfied HSAG members.

It was established that the registrant of the website domain is Mr Hancke. His letters appeared on the website of Orthotouch. The only possible purpose is to:

- Cause division, distrust and conflict amongst the dedicated HSAG supporters;

- To discredit the attorneys of the HSAG by spreading false information that exorbitant legal fees and so-called commissions have been received and/or requested by the attorneys of the HSAG;
- To entice HSAG members to settle with Orthotouch (which company only owns two properties and that have two significant bonds registered over the properties) outside of the HSAG and to their detriment;
- To manipulate the emotions of and cause anxiety for the investors by mentioning that Orthotouch would be liquidated and that the Liquidators will claim back all the funds of the investors and that investors would end up with nothing.

The questions investors need ask themselves and the facts that they must familiarise themselves with are simple:

- Where is the nearly R4.8 billion proceeds from the properties that were sold, what became of all these properties?
- If the companies were liquidated, would the liquidators also claim back the settlement amounts that were allocated to investors in terms of the settlement of Mr Hancke?
- Why was the newsletter emanating from Mr Hancke published on the official website of Orthotouch, while there have been no news from Orthotouch in months?

5. TIMING OF COURT CASES

On 2 August 2017 Judge John Murphy of the Pretoria High Court heard three HSAG Applications:

- I. An attempt by an erstwhile HSAG member, Mrs Charlene Jordaan, to submit a further affidavit in support Mr Georgiou and Others. This application was refused with costs.

- II. An Application of Mr Hancke in support of Mr Georgiou to intervene in the Reinstatement and Joining case. This judgment will be handed down in due course.
- III. An Application by Mr Georgiou/Orthotouch for Leave to Appeal against Judge Murphy's previous judgment in favour of the HSAG. This judgment will also be handed down in due course.
[Mr Hancke confirmed under oath in these proceedings that he wants to appeal (in favour of Mr Nic Georgiou) the favourable HSAG judgments already obtained.]

The Leave to Appeal application in the Johannesburg matter was due to be heard on 3 August 2017. Judge Mohamed Ismail postponed the application date to 5 September 2017 as the legal representatives of Mr Nic Georgiou were not available and because the court file could not be found. Mr Hancke indicated (as he had in the Pretoria matter) that he would like to intervene in this appeal and file an affidavit.

Hancke's affidavit has been filed and we will oppose the Application and ask for a cost order against him. Our Opposing Affidavit in response thereto was served on Mr Hancke's attorneys. We urge all members of the HSAG to read through our affidavit that is published on our website at www.hsaction.co.za.

Neither Mr Hancke nor Mrs Jordaan has an interest in the HSAG litigation. Their strategy is a transparent attempt to assist Mr Georgiou's efforts to frustrate and delay the case in which the HSAG has made significant strides.

6. **SETTLEMENT**

The HSAG is not opposed to settling with Mr Nic Georgiou/Orthotouch. It would only do so if the interests of the HSAG members are properly protected.

The settlement proposed by Mr Georgiou/Orthotouch, and promoted by Mr Hancke, does not protect the interests of investors.

The false allegations that excessive legal costs are being charged or that Mr Theron wants to continue with his “class action dream” in order to extract further legal costs is untrue. It is a smokescreen designed to obscure the potholes on the road ahead if the Georgiou/Hancke option is accepted. There are at least *20 reasons* why HSAG members should exercise caution when considering any proposals involving Mr Hancke and Mrs Visagie.

Further details will appear on our website soon.

Orthotouch only owns two properties and is therefore not in a position to pay interest to all 18 300 investors from its revenue stream. It follows that it would have to rely on a third party (or parties) to do so. This has its own risks.

The directors of Orthotouch are obliged to manage the company in terms of the provisions of the Companies Act. They can be held personally liable in the event that the business trades whilst insolvent.

The investors will also be at risk should anyone (including Mr Georgiou or his sons) provide Orthotouch with funds in order to pay the monthly interest due to investors.

7. MEETING WITH CASE MANAGER JUDGE

Judge Sharise Weiner of the Johannesburg High Court is case managing the HSAG litigation. The Case Manager is a Judge who was appointed independent from any and all parties to the matter and who has to supervise that the parties do not delay the process unnecessary.

She confirmed Wednesday 16 of August 2017 as the date of the case management meeting but this has been rescheduled for Tuesday 29 August 2017.

The Judge added that the specific date was final and that everyone had to be present and that no further extensions would be allowed.

8. LIQUIDATION OF COMPANIES

Some investors were concerned after the letter from business rescue practitioner, Mr Hans Klopper, and the HSBF-website newsletters were disseminated. These stated that should Orthotouch be liquidated, its liquidators might be able to reclaim monthly payments made to investors.

A written opinion on this legal question was sought from Counsel. His opinion is that the liquidators would not be able to claim back from investors any of the monthly interest/income payments made to them.

Here is a summary of his reasons:

- 8.1 Monthly payments are made to investors under an obligation by Orthotouch, in the Scheme of Arrangement document, in return for acquiring various fixed properties from the Highveld companies. The payments made by Orthotouch were therefore not made “without value” as meant in section 26 of the Insolvency Act of 1936 (“the Act”), and monies cannot therefore be reclaimed;
- 8.2 In so far as sections 29 and 30 of the Act are concerned, one creditor (such as an investor) can never be preferred above another as long as payments are made in accordance with the formula set out in the SoA document.
- 8.3 Payments made by Orthotouch are made in its “ordinary course of business”. This is a further reason why the liquidators will not be able to reclaim.
- 8.4 The creditors of Orthotouch are the Highveld companies. It is the Highveld companies, who upon receipt of payments from Orthotouch, will repay the investors. This means that if Orthotouch were to go into liquidation, the liquidators only have potential claims against the Highveld companies – not against the investors.

8.5 Should the Highveld companies ever be liquidated, the liquidators will not be able to reclaim payments from investors for similar reasons to those mentioned above.

A more detailed summary will be posted on www.hsaction.co.za

The HSAG is not in favour of liquidations and the HSAG has never threatened or attempted to liquidate Orthotouch or the Highveld Companies. These misleading statements were attributed to Messrs Georgiou, Hancke, Klopper and Ms Visagie. If you were to peruse all the previous litigation correspondence you would see that it was only Mr Georgiou and his supporters who made the threats of liquidation. Liquidation would be the last resort of the HSAG.

9. QUESTIONS FROM MONEYWEB & ANSWERS OF HSAG MANAGEMENT BY MEANS OF ATTORNEY JACQUES THERON

Moneyweb Editor Ryk van Niekerk recently asked questions about the progress of the class-action.

Here is a summary of the questions and answers provided by HSAG's attorney, Mr Jacques Theron:

1. What is your reaction to the allegations that the facts mentioned in your original affidavit are not accurate?

Every contention in my founding affidavit is true.

The core of the case – as also found by two High Court Judges – is that Nic Georgiou paid an unknown amount to the original nominal Applicants in settlement of their claims, in exchange for which they had to “withdraw” the class-action case.

All of this happened in secret and behind the backs of the HSAG and Theron & Partners – thus, without prior notice. These key facts are not

denied by Georgiou in his opposing affidavit. (All that he claims is that the Applicants had the right to settle with him and to withdraw the case). Exactly the same happened in the other case (in Johannesburg) where application was made for the setting aside of the Section 155 Scheme of Arrangement.

In both cases the court ruled (Judge John Murphy in Pretoria and Judge Mohamed Ismail in Johannesburg) that the abovementioned were indeed proven facts, and that this boiled down to the abuse of court process. It was held by the court that the nominal Applicants did not have the right to simply withdraw the court cases in this way and leave the other investors who supported the class action in the lurch.

Helgard Hancke who held a position of trust within the class action, also abandoned the HSAG investors by concluding a secret agreement with Georgiou. When he was requested to resign from the HSAG Management, he proceeded to conduct a smear campaign against the HSAG, the attorneys, and management.

Hancke has been using the confidential list of HSAG investors, entrusted to him as part of his portfolio on the steering committee, to approach members in order to conclude settlement agreements with Orthotouch, Nic Georgiou's company that had sold nearly all of its 50 properties.

The so-called "new" allegations by Hancke and Jordaan have been placed in dispute. These "new" allegations do not impair or change the proven key facts of the case. It only serves to throw dust in the air obfuscating unimportant aspects/facts, such as the motivation for the settlement of Applicants, who approached who for settlement purposes, or of the Applicants that "knew one another", and the allegation that attorney Theron and Johann Stander apparently insisted on a commission in the event that the class action was settled.

These allegations are untrue and are strenuously denied.

II. What is your reaction on the allegation of Jordaan that the six applicants were part of a WhatsApp group and were very much aware of each other? You advised that they denied knowing each other.

The Applicants had not known each other. They all live in totally different areas of the country (apart from the two applicants who live in Mossel Bay) and were approached by Visagie, (at the request of the HSAG) to serve as nominal applicants in the court proceedings. Any of the thousands of investors could have been approached for this purpose.

Visagie did start a WhatsApp group with some of the Applicants as members (of which I as attorney was also a member), but this WhatsApp group was inactive. There were no reasons or need for specific communication with or between these members (except possibly for the two Applicants living in the same town). The only “evidence” – according to Hancke and Visagie – that the Applicants had apparently “known” each other, is a screen print of the names of the WhatsApp group, without any indication that any messages were ever sent between them or that they had ever met each other. Visagie was the administrator of the group. After she started to work for Orthotouch in 2015 the group that I served on did not continue functioning in a meaningful way.

As the Applicants received the court documents whereon their names appeared from time to time, they must have been aware of each other. I would however be very surprised if they had ever in their normal day to day activities met each other before they started colluding with Georgiou to withdraw the court cases. I think it is highly unlikely that they ever met each other before (or ever). The individual court documents that the Applicants had to sign during the past three years were sent to them, and returned by them, independently. If they had ever met, which I doubt is the case, this would have been alleged by Hancke or Visagie. Visagie recruited all the Applicants for the HSAG and there is no doubt in my mind that she is responsible for the secret settlement with Georgiou. One of the new joining Applicants was, shortly after joining the HSAG Class Action, contacted telephonically by Visagie who tried (unsuccessfully) to

alienate the Applicant from the HSAG and to entice the person to settle with Georgiou.

III. How much money has been collected by Theron & Partners and how much of this has already been spent?

Theron & Partners would at the end of the proceedings report on every cent that has been received and disbursed out of the separate trust account. Thanks to the many members the HSAG works according to the simple principle of economies of scale. To date the amounts requested from everyone were nominal in relation to the R4.8 billion protectable interest. Up until May 2017 less than R1 per syndication per day were requested as contributions toward legal costs. Unfortunately it is so that the vast majority of investors (at an average age of 75 years) are struggling financially as they had invested all of their pension and savings in the failed Highveld Syndications Companies 15-22. The majority of members are thus not able to pay the requested contributions.

All attorneys' fees and disbursements requested are based on the guidelines set down by the Law Society and are they being verified by an independent accountant, independent cost consultants and is the trust account audited and are all the fees checked by independent auditors. At this stage Theron & Partners' fees and expenses have only been paid in full until the end of 2014 and only partially for 2015, 2016 and 2017. The portfolio of Hancke at the HSAG concerned social media, liaison with clients and the public and did not include the inspection of financial information. It is clear that his allegations are aimed at creating uncertainty and confusion with the HSAG members to benefit the Georgious.

At this stage the HSAG's financial well-being and information would be very useful to Georgiou who would then adapt his tactics depending on the state of the finances of the HSAG. For example, the less money the HSAG has, the better chance for Georgiou as he would realise that the class action constitutes less of a threat to him. Or, the knowledge that

the HSAG are well funded would force Georgiou to consider other options and strategies. The true fees that Theron & Partners receive are much less than what most of the larger firms of attorneys would charge. The continuance of litigation worth R4.8 billion does not come cheap. Senior and junior advocates must be paid and the infrastructure to drive such an enormous matter is necessary and significant. Many professional and administrative persons are nearly full time busy managing and keeping the matter on track. The few thousand and that an HSAG member was asked to contribute to the HSAG class action (with an average claim of R250 000 per person) is very little and a small percentage of the legal costs that any other investor who tried to take Mr Georgiou, his family or entities to court, would have to pay.

Hancke, Visagie and Georgiou are continuously alleging without any basis whatsoever, that the HSAG had thus far collected R15 million and R13 million. These allegations are false and sensational in nature and are aimed at trying to portray Theron & Partners as well as the HSAG as money wolves that are robbing the investors by charging enormous fees. This, whilst Mr Georgiou, his family and other Respondents are being sued for billions for the alleged mismanagement of investors' funds and are desperately trying to avoid having to appear in court and thus having to explain their case.

The fact of the matter is that thousands of investors are not fully paid up and that the HSAG did not receive those funds. It is not commercially viable for the HSAG to open its purse to the opposing parties. In fact, to this day, Georgiou has not provided an account of what has happened to one single cent of the billions that had apparently disappeared or neither did he, as is required by law, hand in the financial statements of his companies. If the HSAG had to make their statements public it would discredit and embarrass the individual investors who have not been able to pay and who are in financial trouble and is it the opinion of the HSAG that it is not in the best interest of the case. It is important to note that the HSAG and attorneys also have a duty of confidentiality towards its members not to disclose their personal and financial situations.

IV. Have you negotiated with Georgiou about a 1% commission for all settlements?

No, not at all. The 1% is something that Georgiou proposed to Johan Stander a long time ago in the event that Stander would be willing to settle all of his clients. I have never insisted or asked for commission and have from the outset (under oath) declared that our firm does not work on a contingency fee (commission) basis, in which case, as is ruled in terms of legislation, a legal representative could recover up to 25% of the claims amount, or double the fees, whichever is the least. In fact the written settlement agreement that the HSAG Management and I had negotiated and signed with Georgiou (and which is attached to my replying Affidavit) specifically makes no provision for attorney's commission and states that the terms of the written settlement are the only terms of the settlement agreements.

According to the agreement Georgiou also had to make a contribution towards all the investors' costs that were paid by them to Theron & Partners that would in fact result that the class action would cost nothing for the investors who wanted to settle. The allegation that I insisted on commission, or even suggested it, is totally false, as already mentioned. But the additional accusation that, due to my insistence on a commission resulted in the delaying of the settlement negotiations or the failure thereof is a further blatant lie. Georgiou and his people would NOT HAVE ONE email or correspondence indicating even remotely that this is true. It is a detestable lie aiming to defame me and to cast suspicion on the class action so as to diminish the support of investors. The campaign against the class action has intensified and is now also aimed at me in my personal capacity.

V. Did Jordaan order you to settle as is alleged in her affidavit?

No, she never communicated with me about a private settlement on her personal behalf (or even on behalf of the other Applicants). The settlement that the HSAG Management and I negotiated with Georgiou, was applicable to all HSAG members. This settlement agreement is in

writing (and attached to my Replying Affidavit as mentioned above), which settlement the HSAG members could consider and decide on individually. Only Mr Jurie Geldenhuys (one of the Applicants) indicated that he would settle on the 50% basis over a period of more than three years. Jordaan and the other Applicants did not want to settle for 50%, to my knowledge and was it news for the HSAG Management and myself when Georgiou acknowledged that all Applicants settled.

VI. And why did you not reply to the two affidavits?

The affidavit of Hancke was filed by his attorneys more or less during lunch time immediately on the day prior to the court appearance of August 2 2017, shortly before our junior advocate and myself embarked on our flight to Pretoria, whilst Hancke had known for months about the court case. The affidavit of Jordaan was also filed later that same afternoon. There were just no time to reply thereto. I considered to file a very concise and conditional replying affidavit but this posed the risk that the Court would provide Hancke (Georgiou) with the opportunity to reply thereto (which would have led to a postponement which we wanted to avoid). Given the irrelevance of Hancke's allegations it was decided to argument the case without replying to the affidavit.

We are currently optimistically waiting for the judgment of Judge Murphy. Concerning the Johannesburg matter (that will be heard in September thus providing us with more time) I would certainly file replying affidavits on all the allegations made, irrelevant as they may be, should Hancke and Jordaan file court documents there. The Pretoria High Court dismissed the application of Charlene Jordaan to file a further affidavit, with costs.

Lastly I am of the opinion that it is of the utmost importance to see the bigger picture to make sense of Hancke's current action, i.e. his endeavours to join the court proceedings. He had under oath declared that he is a pensioner whose wife's claim (less than R400 000) had been settled by Georgiou. If he was *bona fide* trying to file an affidavit in court just to refute my allegations of him jumping ship and to clear his name,

it would be understandable. However, he goes much further than that; he is now expressly trying to sink the class action. And he is doing this at a cost (he does not have the funds, his wife's claim does not justify this, and yet he had both a senior AND junior advocate in court on the 2nd of August, which, calculated conservatively, would have cost him at least R100 000 or more for only up until that day). The second round will be in September in Johannesburg where he will bring a similar application with similar costs! This, whilst neither him nor his wife have any interest in the Picvest/Highveld Syndication companies, (as he had settled his late father-in-law's claim per his acknowledgement in his documents). Therefore according to us it is clear who is behind Hancke and who is paying "his" legal costs. It is a sorry state of affairs and it is done to the detriment of thousands of aged investors that are both desperate and suffering because of their investments in the failed Highveld Syndication companies. In this regard I refer you to our letter to Hancke's attorneys, Messrs Hills Inc. of 20 July 2017, as provided, wherein we mention this specifically. We have also handed up the letter to the Court on 2 August 2017, but have to date not received any reply thereto.

10. RECENT CONSTITUTIONAL COURT JUDGMENT IN FAVOUR OF 46 INDIVIDUAL HS INVESTORS

On 16 August 2017 eight judges of the Constitutional Court unanimously ruled against Mr Georgiou and his entities with costs. This was not an HSAG matter.

Mr Georgiou and others sought leave to appeal and intervene against a Summary Judgment in favour of 46 individual HS Investors for R29 million.

Georgiou failed, amongst others, to disclose his defence to the Pretoria High Court, which then granted a summary judgment against him in favour of the HS investors. This was confirmed by the Supreme Court of Appeal and now by the highest court in South Africa.

Mr Georgiou admitted last year to the HSAG Steering Committee that his legal team did not say enough during the Summary Judgment proceedings but stressed to the Committee Members that his legal team will definitely ensure in future that such judgments will not be granted in favour of individuals who sue him. Mr Georgiou said they will fight similar proceedings with tooth and nail in order to delay and frustrate the proceedings.

This accords with his current attempts with Hancke and Visagie, to intervene, appeal and delay High Court Orders in favour of the HSAG. This is a major victory for all HS Investors and also the HSAG. Our best wishes to those HS investors who were successful in their case, and to their legal team in recovering the capital and costs.

The proceedings were very costly for the 46 HS individual investors (believed to be in around R3 million). However, the individual cost of the HSAG Members is a fraction of the costs that forty-six similarly placed litigants would have had to lay out.

This judgment of the highest court in South Africa smoothes the way for the HSAG Class Action. We thank each and every loyal HSAG Member, once again, for their continuous support. We remain positive concerning the merits of our case and that a successful conclusion of the HSAG Class Action is assured.

11. ADMINISTRATIVE CUT-OFF DATE FOR HSAG REGISTRATION

Due to various requests the cut-off date for late-registrations to join the HSAG has been extended to 31 August 2017 at MIDNIGHT. Registration forms are available on our website at www.hsaction.co.za or can be requested from us at hsagregister@gmail.com. All requests and completed registration forms must be sent to hsagregister@gmail.com.

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 the HSAG's attorneys started with trust requisitions for a contribution for legal costs towards the HSAG's High Court cases and related matters. In contributing to the Class Action you are ensuring that the HSAG members' individual and group's interests are protected. This amount should be reflected on your periodical statement.
- ii. If no trust requisition regarding registration, legal or administration costs or a credit appears on your statement, it means that you are in a group which has not yet been processed and/or allocated and will the 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.
 - d. If a credit balance appears on your statement, you are a registered member, but we have not received your completed application form. Kindly download it from our website or request same from hsagregister@gmail.com.
- 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 that is posted from time to time on our website in order to update your information or send an email to hsagregister@gmail.com.
- iv. Please click on the **email link** at the bottom of the newsletter to enter the "Customer Zone" where you will see all your trust requisitions for registration and legal costs, as well as all payments made.
- v. Due to the ongoing 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 (usually 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 also 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

HSAG Steering Committee

Contact the HSAG Attorneys at:

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