

* AFRIKAANSE WEERGAWE HIERONDER

MONTHLY NEWSLETTER: MAY 2018

Dear HSAG Investor / 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/or support of the HSAG.

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

Please keep us up to date with any changes to your personal and/or contact details.

1. APPEAL COURT: GEORGIU THROWS IN THE TOWEL! HSAG WINS!

It is now an undisputed fact that Nic Georgiou and Orthotouch acted unethically and made themselves guilty of an abuse of the court process, as already found by two High Court Judges.

Five Supreme Court of Appeal Judges had harsh words for Mr Nic Georgiou and Orthotouch on Tuesday 8 May 2018 when their legal teams appeared before the Judges to argue their appeals against the judgements of the Pretoria and Johannesburg High Courts.

Even before argument got underway, Judge Mahomed Navsa posed difficult questions for the counsel representing Georgiou and Orthotouch and expressed his extreme displeasure regarding the manner in which Nic Georgiou as well as the former applicants and their attorney, Mr Jeff Donenberg, had acted when they, *inter alia*, attempted to terminate the mandate of the HSAG attorneys and thereafter, without any prior notice, tried to withdraw the certification of the class action and setting aside of the scheme of arrangement of Orthotouch.

Judge Navsa said that he did not know how an attorney (Jeff Donenberg) could get away with it. He also said that Georgiou knew exactly what he was doing by settling the former Applicants claims and that he prevented the HSAG from pursuing the class action.

Acting Judge Ashton Schippers went further by saying that Georgiou’s conduct was an infringement of section 34 of the Constitution of South Africa. This constitutional provision relates to access to the courts and the attainment of justice.

Judge Steven Majiedt and Acting Judge Owen Rogers actively supported Judge Navsa in his stinging criticism of Georgiou. Judge Nigel Willis stated that the appeal application was a ploy by Georgiou to derail the class action.

All five judges made it clear that it was a deliberate scheme to stop the class action.

Judge Navsa instructed counsel for Georgiou and Orthotouch to take instructions from their clients regarding whether they wanted to proceed with the appeals.

The Court adjourned for a tea break where after both Georgiou and Orthotouch threw in the towel and withdrew the four appeals, two in the Pretoria High Court - one against the reinstatement of the certification of the class action and the other against the substitution of the HSAG applicants and two in the Johannesburg High Court - one against the setting aside of the Orthotouch S155 Scheme of Arrangement and the other against the substitution of the HSAG applicants in that case. Georgiou and Orthotouch also tendered the costs for the appeals.

The HSAG legal team refused to accept an ordinary costs order and made a strong case that a punitive cost order in favour of the HSAG class action should be granted. This was on account the gross abuse of the court process and because Georgiou/Orthotouch deliberately conspired to derail the class action, and in the process delayed the certification and rescission application by 18 months.

The appeals were then withdrawn and the costs argument was reserved.

Soon after the Court adjourned, Georgiou and Orthotouch's legal team together with the HSAG legal team approached the Judges in chambers where their tender of costs on a punitive (attorney and client scale) was made an order of court.

The fact that the Appellants withdrew the Appeals, also closes the door for Georgiou / Orthotouch to approach the Constitutional Court of South Africa.

This represents yet another major victory for the HSAG. It is unheard of that an appellant withdraws an appeal and then tenders attorney client costs. The HSAG can now continue with the application for certification of the class action and the application for rescission of the S155 Scheme of Arrangement ("SoA")."

The HSAG legal team would like to thank all investors who have supported the HSAG thus far for their loyal and continued support, without which we could not successfully complete the Appeals.

The wheel of justice turns slowly but surely! The recent events are certainly an indication of the good merits of the HSAG's case. However, a lot of work still lies ahead for the HSAG and their legal team, but as with the Appeals, justice will be done.

In this month's Newsletter you can read about the current state of litigation as well as the HSBF, under the authority of Mr. Helgard Hancke's "grasping at straws" -reaction to the victory of HSAG. We also discuss the reason for the setting aside of the Sec 155 Scheme of Arrangement and set out the troubling facts surrounding the Scheme of Arrangement.

2. FROM THE MEDIA

Reporters for the Volksblad were present at the Court hearing on 8 May 2018, after which there was a full report on the events surrounding the Appeals.

We would like to invite you to read the recent media reports, which appeared in Rapport ("Groepsgeeding van Highveld-beleggers op dreef" - 13 May 2018), Volksblad ("Georgiou gooi handdoek in" en "Beleggers vertel van hul ellende" - 9 March 2018) and Beeld ("Magnaat blaas aftog" - 9 May, 2018).

Copies of the newspaper articles as well as the audio clip from the radio interview on RSG "geldsake" are on the HSAG official website at http://hsaction.co.za/?page_id=13 under the menu "Media, Press Releases and Notices".

Contrary to what the HSBF proclaims, these reports were published on independent initiative and not at the behest of the HSAG or its lawyers.

3. ORTHOTOUCH & HSBF'S REACTION TO THE HSAG'S SUCCESSFUL APPEALS

Helgard Hancke's HSBF tries to convince HSAG investors to conclude "agreements" with Georgiou / Orthotouch. This followed shortly after the recent Appeal Court events which has the final effect of the two court orders, which now undisputedly means that Georgiou / Orthotouch acted unethically and abused the court process.

Orthotouch is currently in contempt of its own Section 155 Scheme of Arrangement court order, and they are clearly underestimating the HSAG investors by trying to conclude new agreements and launching a petition in order to cast suspicion on the successful case of the HSAG.

Who would want to do business with such unethical parties (or their agents) and moreover abandon their rights?

Two Courts have found that Mr Georgiou and Orthotouch acted unethically and abused the court process by bringing the appeal and then withdrawing it on the day of their legal team's arguments.

Hancke, through the HSBF and Orthotouch has, as usual, spread untruths on social media regarding the events that occurred at the Appeal Court, after Mr Nic Georgiou / Orthotouch withdrew the Appeals against the favourable judgments of both Judges

Murphy and Ismail. The HSAG and the Registrar of the Supreme Court of Appeal refuted the false allegations.

Hancke did the same thing on a previous occasion when he brought an application to join the HSAG's litigation in 2017, but cowardly withdrew his application at the last minute and tendered costs. Mr Hancke in his personal capacity had to make a substantial contribution to the HSAG's costs.

This was obviously not a surprise to the HSAG or the investors, as the HSBF's correspondence and statements on social media have a clear pattern: once the HSAG is successful with litigation or as soon as the going gets tough for Hancke's principal, a smearing campaign is launched in order to discredit the HSAG and the HSAG lawyers.

Once a smear campaign fails, a lot of untruths are spread, through him and Elna Visagie, regarding the course of the matter and the current state of litigation. The HSBF even goes so far as to play on the emotions of elderly investors by threatening them with, among other things, the statements that "If Theron continues to apply for the setting aside of the Rule 155 Scheme of Arrangement, it will be opposed which could possibly lead to years of litigation for which the impoverished HSAG members will have to pay" and "if there is litigation to set aside the Scheme of Arrangement, interest payments can be terminated in terms of the scheme, which will certainly occur once Theron succeeds in setting aside the Scheme of Arrangement".

The questions investors need to ask themselves and the HSBF are:

- Why would there be a shortage of funds if Nic Georgiou received R4.6 billion in capital, of which R3.2 billion was received without having transferred a single property to the Highveld Syndication Companies? It will surely be a case of theft if they cease to pay?
- Why should investors be satisfied with a mere 2% interest, which is regularly paid late and only after investors have begged for it?
- Why should the Sec 155 Scheme of Arrangement be maintained while it indemnifies certain key figures like Georgiou, his family and entities from personal liability?
- Why does the HSBF threaten to terminate the 2% interest, as soon as the Sec 155 Scheme of Arrangement is terminated, but fail to mention that the Business Rescue Plan will come into force again, in terms of which Orthotouch is obliged to pay 6% interest to investors?
- The HSBF spreads false rumours about the so-called "millions of rands" in fees that the HSAG lawyers have received so far. Why have the HSBF (acting for the investors) not once asked Mr Georgiou / Orthotouch where the R4.6 billion capital is that was paid to Orthotouch by the HS companies?
- Why are the HSAG attorneys made out as the those who take elderly investors' money, but the HSBF does not say a word about the hundreds of millions of rands already paid to Hancke, Elna Visagie, Herman Lombaard and others? At

R100 000.00 a month Visagie and Lombaard have already received more than R7 million and at R70 000.00 a month, Hancke, would already have received almost R1.3 million.

- Where does the millions of rands paid to the abovementioned puppets come from? Does it come from the R4.8 billion that the investors invested in the past?

The HSBF continuously launches personal attacks against the HSAG (hoping to discourage investors from proceeding with litigation) without offering an effective alternative to investors, except for the settlement directly with Orthotouch.

The fact of the matter is that Mr Georgiou / Orthotouch does not honour settlement agreements. A settlement agreement is usually reached, and when Georgiou / Orthotouch has to perform, other role players or the litigation process are blamed for the non-performance.

The most recent example of this is the 50% / 55% settlement that Mr Helgard Hancke made on behalf of Georgiou / Orthotouch to investors. So far, it was an empty promise. Once again the excuse used: the HSAG's "ongoing litigation". Georgiou does not adhere to his agreements and litigation is currently the only way to get investors' money back.

Investors should be extremely careful about the HSBF's false reports and statements on social media.

Orthotouch's press release was also filled with untruths and misleading statements. This was, of course, pointed out by the HSAG lawyers. A copy of the HSAG's answer to the Orthotouch's press release is available on the website at <http://hsaction.co.za/wp-content/uploads/2018/05/HSAG-REPLY-.pdf>.

Orthotouch also tried to discredit the Supreme Court of Appeal as well as the five experienced Appeal Judges by claiming that their legal team did not have a just and fair trial. However, it was not necessary for the HSAG to expand too much as the Registrar of the Supreme Court of Appeal confirmed in writing what the true state of affairs were and that Georgiou / Orthotouch tried to mislead the investors while they indeed had a fair hearing.

It is a shame that Orthotouch has the audacity to claim that the Supreme Court of Appeal is not just and fair, given the fact that two of its directors are admitted attorneys and as such are officers of the Court!

The HSAG, who acts as your representative and voice, has an official website and official WhatsApp groups where facts about the true state of affairs are presented.

4. WHY DOES THE HSAG HAVE TO SET ASIDE THE SCHEME OF ARRANGEMENT?

During March 2015, the HSAG brought an application in the Johannesburg High Court for the rescission of, alternatively, Appeal against, the sanctioning of the so-called Orthotouch Section 155 Scheme of Arrangement.

This application was brought due to various reasons, including:

- That the investors are not creditors of Orthotouch as contemplated in Section 155 of the Companies Act 71 of 2008 (the "Act");
- That Section 155 does not provide for the settlement of claims against directors of a company (the HS Investors claim from the directors personally in the prospective class action);
- That the application for sanctioning was brought in the wrong division of the High Court (namely in Johannesburg, while the Scheme of Arrangement document specifically refers to the High Court in Pretoria);
- That a substantial number of investors did not receive notice of the meeting on 12 November 2014; and
- That Orthotouch was under an obligation to bring certain material information (e.g. the application for the certification of the Highveld Syndication class action), which could significantly affect the Court's final decision, to the attention of his Honourable Judge Moshidi, but did not do so.

Furthermore, the one sided court order was obtained by Orthotouch without the knowledge of any HS investor or their legal representatives, Theron & Partners.

Orthotouch approached the High Court in Johannesburg to sanction the Scheme of Arrangement, which order has far-reaching consequences for interested parties.

Orthotouch claims in their court documents that a settlement has been reached between them, their trade creditors and Highveld Syndication investors through a "Scheme of Arrangement" as contemplated in Section 155 of the Companies Act (71/2008). It is also alleged that the Scheme of Arrangement was approved by investors at the meeting in Centurion on 12 November 2014 by voting in favour of one of the three alternatives, as contained in the 108 pages of the Scheme of Arrangement document.

According to investors who were present at the meeting, they objected to the meeting and requested that it be postponed, *inter alia* due to a lack of proper notice to the investors, which was ignored by the Chairman, Mr. Derek Cohen.

Section 155 of the Act provides for a compromise / "settlement" (scheme of arrangement) between a company and its creditors. The creditors usually herewith accept payment of only part of the company's debt to them, as it is considered to be more advantageous to them than, for example, the liquidation of the company.

Section 155 (7) also provides that if 75% of the votes cast by creditors were in favour of the settlement, the company could approach the court to sanction the settlement (by way of a court order). If the court sanctions the settlement, the settlement is also binding on those creditors who did NOT vote in favour of the settlement.

However, the Scheme of Arrangement which Orthotouch caused to be sanctioned-contrary to section 155 of the Act goes far beyond regulating / arranging the relationship between Orthotouch and its creditors. It also attempts to settle various other relationships, e.g. settling all claims that investors may have against the Highveld Syndication directors (who were involved in the Highveld / Pickvest investment scheme) personally, and Mr. Nic Georgiou, as well as his sons and family trust, who are the subject of the intended class actions. Thus, Orthotouch (of which Mr Nic Georgiou is the only Executive Managing Director) seeks to settle the proposed class action on the basis that the claims "no longer exist" with the Scheme of Arrangement.

It is the HSAG's case that the investors in the Highveld companies are not creditors of Orthotouch, and therefore Section 155 cannot apply to individual investors. Section 155 (7), i.e. the court order, cannot bind investors either, or at least those who did not vote in favour of the settlement.

Notwithstanding the fact that the Scheme of Arrangement is in many respects defective and the court order should never have been granted, it is the case that the Scheme of Arrangement seems to be detrimental to the class action.

It is therefore necessary to approach the same court to set aside the court's sanction of this Scheme in so far as it can be interpreted to be binding on individual investors. Investors do not want to run the unnecessary risk that their legal team would later have to argue that the court order does not bind investors. They want to be proactive and remove all the uncertainty from the outset and approach the court for rescission.

5. WHAT WILL THE POSITION BE REGARDING INTEREST PAYMENTS BY ORTHOTOUCH, WHEN THE SCHEME OF ARRANGEMENT IS SET ASIDE BY THE HIGH COURT?

When the Scheme of Arrangement is set aside, the *status quo ante* (the previous position) will take effect, i.e. the Highveld Syndication Companies will return to a state of business rescue.

The business rescue process has never been suspended, but is simply undermined by the Scheme. Thus, with the rescission of the Scheme of Arrangement, the Business Rescue Practitioner (again) will have a duty to enforce the Business Rescue Plan.

In that process, the HSAG's legal team is still the investors' legal representatives and we will ensure that the HSAG members' interests are protected.

However, it is not an enforceability requirement that the Business Rescue Plan should be a court order - it is enforced by law and governed by statute.

Thus, in a nutshell: as long as the Scheme of Arrangement is not set aside, Orthotouch will be obliged to make interest payments in terms of the existing court order sanctioning the Scheme of Arrangement. In the event that the Scheme is rescinded, interest payments will be regulated by the Business Rescue Plan.

Georgiou holds R4.6 billion of investors' money and he and his Orthotouch most certainly cannot simply stop paying!

6. DEBIT ORDER FACILITY

The debit order forms are sent to all HSAG investors who have indicated in writing that they want to pay by debit order.

If you qualify for a monthly debit order, please send your full name, surname and identity number to hsagdebitorder@gmail.com as soon as possible.

Upon receipt of sufficient applications, the HSAG will send you documentation that should be completed and returned by e-mail, in order to enable the HSAG to activate your debit order facility.

7. USE OF CORRECT EMAIL ADDRESSES

There are still investors who use the incorrect email addresses when requests / enquiries are sent to the HSAG attorneys.

The correct use of e-mail addresses (as contained on our website and e-mails) as well as HSAG members' initials and surnames, syndication numbers and reference numbers (e.g. identity number, etc.) for all communications are essential.

If an investor or any person sends an email to the wrong address, it will result in the email not receiving the speedy or necessary attention, if any.

Email addresses are as follows:

- hsactiongroup@gmail.com for all general enquiries
- hsagenquiries@gmail.com for specific enquiries.
- hsagregister@gmail.com for the registration and deregistration of HSAG members.
- hsagwhistle@gmail.com for all confidential information that you would like to send to us anonymously.
- hsagdebitorder@gmail.com for investors who want to make their contributions through debit orders.

You can also visit the FAQ/VGV section on our website for answers to frequently asked questions.

8. HSAG'S OFFICIAL WHATSAPP GROUPS

Feel free to join the HSAG's official WhatsApp Groups in order to receive News Snippets or News Flashes via WhatsApp.

Simply send your mobile number; identification number; full name and surname, to hsactiongroup@gmail.com after which you will be uploaded to the groups.

You can also contact the administrators of the respective WhatsApp groups at 079 635 4165 (Afrikaans) and 082 450 8854 (English).

The HSAG also has an official Facebook page, and can be viewed and "liked" at www.facebook.com/hsaction.

9. 2018 HSAG-BLOEMFONTEIN INFORMATION SESSION

The Bloemfontein information sessions was very successful and the HSAG Steering committee would like to thank every investor who attended the Bloemfontein Information Session, on 9 May 2018.

The feedback we received after the briefing was overwhelmingly positive and similar information sessions will be held in other provinces / regions in the future. In order to save on costs, such sessions will be held on the same dates as important HSAG dates (e.g. court cases in the area) and the HSAG management will meet with the financial advisors the day before and with the HSAG members the following day.

Please keep an eye on our website for information regarding 2018 HSAG Information Sessions in your province / region.

10. THE CURRENT STATE OF AFFAIRS

As previously stated, both Appeals were heard on 8 May 2018.

Mr Georgiou / Orthotouch withdrew their Appeals against the favourable judgments of both Judges Murphy and Ismail. In the Appeals the Supreme Court of Appeal had to adjudicate an extremely important legal question in 2018, namely whether a nominal applicant (an individual investor who is a mere "placeholder" for thousands of other

investors) in a class action, can bring an application to withdraw both the application to certify the class action, as well as the application to have Orthotouch's Scheme of Arrangement set aside.

With the Appeals withdrawn, the judgments of Murphy J and Ismail J now stand and the HSAG will now enforce, *inter alia*, the judgements of Judge Brian Spilg, according to which Orthotouch and the business rescue practitioner, Mr. Hans Klopper, are ordered to provide the HSAG attorneys with a full list of names of all known investors in the scheme. Thus far Mr Klopper and Orthotouch have refused to cooperate and they are in contempt of a Court Order. If necessary, we will ask for costs against them in their personal capacity.

As soon as the HSAG receives this list, the lawyers will proceed to inform investors of the intended rescission of the S155 Scheme of Arrangement.

11. LATE APPLICATIONS FOR REGISTRATION WITH THE HSAG

Late applications will be received until 30 June 2018. 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:

1. 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.
2. A once-off registration fee of R1 000 per syndication was also levied up to 2015, which then increased to R1 500 per syndication thereafter and should reflect on your statement accordingly.
3. The requested amount for 2016 legal costs was R1 000 per syndication.
4. In May 2017 a further requisition for a contribution towards legal and administration costs of R2 000 per person was made;
5. In February 2018/ March 2018 a further requisition of R 2000 per person towards legal and administrative costs was made.
6. If a credit balance appears on your statement, it confirms that you are a registered member, but we have not received your completed application form. Kindly download same from our website or request same from hsagregister@gmail.com

7. 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 via Survey Monkey that is posted on our website from time to time, in order to update your information, or send an email to hsagregister@gmail.com
8. 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.
9. 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 rather on a later statement. Please ensure that your information is correct.
10. 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.
11. If there are any outstanding amounts with reference to your registration and / or legal costs, 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.
12. Registration surcharges are payable on all new and arrear (90 days and older) registrations. Registration costs 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.
13. From the end of February 2018 persons whose contributions are paid up to date, with a total claim value of R 50 000_ or less, together with a prior written request to Theron & Partners, will be exempted during 2018 from administrative -and legal costs.

NB: Waiver is not applicable for previous years registration / administration and legal costs and overdue fees are still payable.

NO REGISTRATION, ADMINISTRATION OR LEGAL FEES ARE REFUNDABLE.

14. Participation in the HSAG is entirely voluntarily, however, persons that do not belong to the HSAG or who are not up to date with their requested payments, will 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 will have their membership suspended.

15. We thank you for your loyal support, without which the HSAG and class action would not have been possible.
16. If you wish to discontinue your support and membership of the HSAG, you must send an e-mail to hsagregister@gmail.com where after the process will be explained. No exceptions will be allowed.
17. At the same time, you can be certain of our undivided loyal support to the members and associates of the HSAG.
18. All specific enquiries must be sent to hsagenquiries@gmail.com.

Kind regards

HSAG Steering Committee

Contact the HSAG Attorneys at:

Tel: (021) 887 7877

hsactiongroup@gmail.com

MAANDELIKSE NUUSBRIEF: MEI 2018

Geagte HSAG-belegger / Mnr. / Mev. / Mej. [Customer Name]

Hierdie nuusbrieff is aan u gerig as lid van die Hoëveld Sindikasie Aksiegroep ("HSAG") op grond van u belegging in die Highveld Sindikasiemaatskappye 15-22 en/of u ondersteuning van die HSAG.

Alhoewel e-posse van tyd tot tyd uitgestuur word, is die www.hsaction.co.za webtuiste die primêre plek waar u HSAG inligting kan bekom.

Die verpligting rus op u as belegger om ons op hoogte van enige veranderinge van u persoonlike en/of kontakbesonderhede.

1. APPÈLHOF: GEORGIU GOOI HANDOEK IN! HSAG WEN!

Dit is nou 'n onbetwiste feit: Nic Georgiou en Orthotouch het soos deur twee Regters van die Hooggeregshof bevind, oneties opgetree en hulself skuldig gemaak aan 'n misbruik van die Hofproses.

Vyf Regters van die Hoogste Hof van Appèl het Dinsdag, 8 Mei 2018, harde woorde vir mnr Nic Georgiou en Orthotouch gehad toe hul regspanne voor die Hof verskyn het

om hul appèlle teen die uitsprake van die Hooggeregshof in Pretoria en Johannesburg te argumenteer.

Selfs voor die aanvang van die argumente, het Regter Mahomed Navsa moeilike vrae aan die regsman wat namens Georgiou en Orthotouch optree gestel. Die Regter het sy uiterste ontevredenheid uitgespreek oor die onetiese wyse waarop Nic Georgiou/Orthotouch asook die voormalige applikante en hul prokureur, mnr Jeff Donenberg, opgetree het toe hulle onder andere probeer het om die mandaat van die HSAG-prokureurs te beëindig en daarna, sonder enige voorafgaande kennisgewing, probeer het om die sertifisering van die klas-aksie asook die tersydestelling van die reëlinskema van Orthotouch, terug te trek.

Regter Navsa het gesê dat hy nie weet hoe 'n prokureur (Jeff Donenberg) hiermee kan wegkom nie. Hy het ook gesê dat Georgiou presies geweet het wat hy doen deur die eise van die voormalige applikante te skik en dat hy die HSAG verhoed het om die klas-aksie voort te sit.

Waarnemende Regter Ashton Schippers het verder gegaan deur te sê dat Georgiou se optrede 'n oortreding was van artikel 34 van die Grondwet van Suid-Afrika. Hierdie grondwetlike bepaling handel met die reg op toegang tot die howe en die bereiking van geregtigheid.

Regter Steven Majiedt en waarnemende Regter Rogers het Regter Navsa deurlopend ondersteun in sy strydende kritiek op Georgiou/Orthotouch. Regter Nigel Willis het verklaar dat die appèl-aansoek 'n poging deur Georgiou was om die klas-aksie te ontspoor.

Al vyf Regters het dit baie duidelik gemaak dat dit 'n doelbewuste skema was om die klas-aksie te stop.

Regter Navsa het Georgiou en Orthotouch se regsverteenvoerders versoek om instruksies te kry by hul kliënte aangaande hul voorneme om met die appèlle voort te gaan.

Die hof het toe verdaag vir 'n teebreek waarna beide Georgiou en Orthotouch die handdoek ingegooi het en die vier appèlle, twee in die hooggeregshof van Pretoria teruggetrek het - een teen die herinstelling van die sertifisering van die klas-aksie en die ander teen die vervanging van die HSAG applikante en twee in die hooggeregshof van Johannesburg teruggetrek het - een teen die tersydestelling van die Orthotouch S155 Reëlinskema en die ander teen die vervanging van die HSAG-applikante in daardie saak. Georgiou en Orthotouch het ook die koste vir die appèlle aangebied.

Die HSAG regsman het egter geweier om 'n gewone kostebevel te aanvaar en het 'n sterk saak uitgemaak dat 'n bestraffende koste-bevel ten gunste van die HSAG-klas-aksie toegestaan moet word. Dit was op grond van die onetiese optrede en growwe misbruik van die hofproses en omdat Georgiou / Orthotouch doelbewus saamgespan

het om die klas-aksie te ontspoor en in die proses die sertifiserings- en tersydestellingsaansoek met 18 maande vertraag het.

Die appèlle is daarna teruggetrek en die uitspraak ten opsigte van koste, is gereserveer.

Enkele minute nadat die hof verdaag het, het Georgiou en Orthotouch se regspan, saam met die regspan van die HSAG, die Regters in kamers genader waar hul die tender van bestraffende kostes (prokureur- en- kliënt skaal) 'n bevel van die hof gemaak is.

Die feit dat die Appellante die Appèlle teruggetrek het, sluit ook die deur vir Georgiou / Orthotouch om die Konstitusionele Hof van Suid-Afrika te nader.

Hierdie spesifieke Hofsaak van 8 Mei 2018, verteenwoordig nog 'n groot oorwinning vir die HSAG. Dit is algeheel ongehoord dat 'n appellant 'n appèl terugtrek en dan daarmee saam prokureur-kliënt-kostes tender.

Die HSAG-regspan wil vir elke belegger wat die HSAG tot dusver ondersteun het bedank vir hul lojale en voortgesette ondersteuning, daarsonder sou ons nie die Appèlle suksesvol kon afhandel nie.

Die wiel van geregtigheid draai stadig, maar seker! Die onlangse gebeure is verseker 'n aanduiding van die goeie meriete van die HSAG se saak.

Daar lê egter nog baie werk vir die HSAG en hul regspan voor, maar soos met die Appèlle, sal geregtigheid geskied.

In hierdie maand se Nuusbrief kan u onder andere lees oor die huidige stand van litigasie, asook die HSBF, onder die hand van Mnr. Helgard Hancke, se “gryp na strooihalms”-reaksie op die HSAG se oorwinning. Ons bespreek ook die rede vir die tersydestelling van die Art 155-reëlinskema en wys die kommerwekkende feite uit rondom die Reëlinskema.

2. VANUIT DIE MEDIA

Verslaggewers van die Volksblad was ten tye van die Hofverrigtinge op 8 Mei 2018 teenwoordig in die Hof waarna daar volledig berig is oor die gebeure rondom die Appèlle.

Ons wil u graag uitnoui om die onlangse mediaberigte, wat onder andere in Rapport (“Groepsgeeding van Highveld-beleggers op dreef” – 13 Mei 2018), Volksblad (“Georgiou gooi handdoek in” en “Beleggers vertel van hul ellende” – 9 Maart 2018) en Beeld (“Magnaat blaas aftog” – 9 Mei 2018) verskyn het, deur te lees.

Afskrifte van die koerantberigte asook die klankgreep van die radio-onderhoud op RSG-geldsake verskyn op die HSAG se amptelike webblad by http://hsaction.co.za/?page_id=13.

In teenstelling met wat die HSBF verkondig, was hierdie berigte uit eie beweging gepubliseer en nie op aandrang van die HSAG se prokureurs nie.

3. ORTHOTOUCH EN HSBF SE REAKSIE OP DIE HSAG SE SUKSES

Helgard Hancke se HSBF probeer naorstigtelik om HSAG beleggers te oortuig om “ooreenkomste” met Georgiou/Orthotouch af te sluit. Dit volg kort na die Appèlhof se onlangse gebeure wat die finale effek het van die twee Hofbevele wat behels het dat Georgiou/Orthotouch oneties opgetree en die hofproses misbruik het.

Orthotouch is tans besig om sy eie Artikel 155 Reëlinskema, wat dit selfs ‘n bevel gemaak het, te minag en onderskat hulle duidelik die HSAG beleggers deur nou te poog om nuwe ooreenkomste af te sluit, en self ‘n petisie te loots ten einde die suksesvolle Hofsaak van die HSAG af te staan.

Wie sal met sulke onetiese partye (of hul agente) wil besigheid doen en boonop al hul regte wegteken?

Twee Howe het bevind dat mnr Georgiou en Orthotouch oneties opgetree het en die Hofproses misbruik het deur Appèl aan te teken en dit op die dag waarop die Appèlle geargumenteer moet word, terug te trek.

Hancke, deur die HSBF en Orthotouch het, soos gewoonlik, weer selfs onwaarhede op sosiale media versprei ten aansien van die gebeure by die Appèlhof nadat mnr Nic Georgiou/Orthotouch die Appèlle teen die gunstige uitsprake, van beide Regters Murphy en Ismail, teruggetrek het. Die HSAG en die Registrateur van die Hoogste Hof van Appèl het die gemelde valse bewerings weerlê.

Hancke het op ‘n vorige geleentheid op dieselfde lafhartige wyse opgetree toe hy in 2017 wou toetree as ‘n party tot die HSAG se litigasie, maar ter elfder ure sy Aansoek teruggetrek en kostes aangebied het. Mnr Hancke moes persoonlik ‘n stewige bydrae tot die HSAG se kostes gemaak het.

Dit was uiteraard nie vir die HSAG of die beleggers ‘n verrassing nie, aangesien die HSBF se korrespondensie en uitlatings op sosiale media ‘n duidelike patroon het: sodra die HSAG suksesvol is met litigasie of sodra die waarheid te warm raak vir Hancke se prinsipaal, word daar ‘n smeerveltog van stapel gestuur ten einde die HSAG, HSAG-bestuur en die HSAG se prokureurs te diskrediteer.

As die smeerveltog nie werk nie, word daar ‘n klomp onwaarhede deur hom en Elna Visagie versprei rondom die verloop van sake en die huidige stand van litigasie. Die

HSBF gaan selfs so ver as om op bejaarde beleggers se emosies te sinspeel deur hulle te dreig met onder andere die stellings dat “Indien Theron voortgaan met aansoek om artikel 155 reëlinskema ter syde te stel sal dit uit die aard van die saak geopponeer word wat moontlik ook weer jare se litigasie kan meebring waarvoor die reeds verarmde HSAG lede ook sal moet opdok” en “Indien daar met litigasie vir tersydestelling van skema voortgegaan word kan rente betalings ingevolge die reëlinskema stop, wat beslis sal gebeur as Theron slaag om die reëlinskema wel tersyde te stel”.

Die vrae wat beleggers hulself en die HSBF moet afvra is:

- Hoekom sal daar ‘n tekort wees aan fondse as Nic Georgiou R4.6 miljard se kapitaal ontvang het, waarvan R3.2 miljard ontvang is sonder dat hy ‘n enkele eiendom oorgedra het? Dit sal tog sekerlik neerkom op diefstal as hy ophou met betalings?
- Waarom moet beleggers tevrede wees met net 2% rente, wat na ‘n gesoebat en gesmeek, aan beleggers gereeld laat betaal word?
- Waarom moet die Art 155-reëlinskema in plek gehou word terwyl dit bepaal dat sekere sleutelfigure soos Georgiou, sy familie, entiteite en direkteure van Orthotouch kwyteskel word van persoonlike aanspreeklikheid?
- Waarom dreig die HSBF dat sodra die Art 155-reëlinskema tersyde gestel word die 2% rente gaan stop, maar noem nie dat die Besigheidsreddingsplan dan weer in werking tree in terme waarvan Orthotouch verplig is op 6% rente aan beleggers te betaal nie?
- Die HSBF versprei vals gerugte oor die sogenaamde “miljoende rande se fooie” wat die prokureurs van die HSAG tot dusvêr gekry het. Waarom het die HSBF (wat vir die beleggers optree) nog nie een keer vir mnr Georgiou/Orthotouch gevra waar die R4.6 miljard kapitaal is wat die HS-maatskappye aan Georgiou betaal het nie?
- Waarom word die HSAG-prokureurs uitgemaak as diegene wat bejaarde beleggers se geld neem, maar die HSBF sê nie ‘n woord oor die etlike miljoene rande wat al aan Hancke, Elna Visagie, Herman Lombaard en andere betaal is nie? Teen R100 000.00 per maand het Visagie en Lombaard al meer as R7 miljoen ontvang en teen R70 000.00 per maand sal Hancke reeds bykans R1.3 miljoen ontvang het!
- Vanwaar kom die miljoende rande wat aan die bogenoemde marionette betaal word? Kom dit uit die R4.8 miljard wat beleggers destyd belê het?

Die HSBF loods voortdurende persoonlike aanvalle teen die HSAG (met die hoop om beleggers te ontmoedig om voort te gaan met litigasie) sonder om ‘n daadwerklike alternatief, behalwe vir die skikking direk met Orthotouch, vir die beleggers aan te bied.

Die realiteit is, dat nie mnr Georgiou/Orthotouch skikkingsooreenkoms eerbiedig nie. ‘n Skikkingsooreenkoms word gewoonlik bereik, en wanneer Georgiou/Orthotouch moet presteer, word ander rolspelers of die litigasieproses geblameer vir die nie-prestasie.

Die mees onlangse voorbeeld daarvan is die 50% / 55% skikking wat mnr Helgard Hancke namens Georgiou/Orthotouch vir beleggers beding het. Tot dusvêr was dit 'n leë belofte. Die verskoning wat weereens aangebied word: die HSAG se "voortdurende litigasie". Georgiou kom nie sy ooreenkomste na nie en is litigasie tans die enigste manier om beleggers se geld terug te kry.

Beleggers moet asseblief uiters versigtig wees vir die HSBF se vals berigte en uitlatings op sosiale media.

Orthotouch se persverklaring was ook deurtrek met onwaarhede en misleidende stellings. Dit was natuurlik uitgewys deur die HSAG se prokureurs. 'n Afskrif van die HSAG se antwoord op die Orthotouch persverklaring is op die webblad by <http://hsaction.co.za/wp-content/uploads/2018/05/HSAG-REPLY-.pdf>.

Orthotouch het onder andere die geloofwaardigheid van die Hoogste Hof van Appèl asook die vyf ervare Regters in twyfel getrek en as te ware hul as leunaars uit te maak deur te beweer dat hul regsplan nie 'n billike en regverdige verhoor gehad het nie. Dit was egter nie vir die HSAG nodig om te veel daaroor uit te brei nie aangesien die Registrateur van die Appèlhof skriftelik bevestig het wat die ware toedrag van sake is en dat Georgiou/Orthotouch beleggers mislei het, terwyl hulle inderdaad 'n billike verhoor gehad het.

Dit is 'n skreiende skande dat Orthotouch die vermetelheid het om te beweer die Hoogste Hof van Appèl nie billik en regverdig is nie, dit terwyl twee van sy direkteure toegelate prokureurs is, en as sulks beampptes van die Hof is!

Die HSAG, wie as u verteenwoordigers en spreekbuis optree, het 'n amptelike webblad en amptelike WhatsApp-groepe waar feite oor die ware toedrag van sake weergegee word.

4. HOEKOM MOET DIE HSAG DIE REËLINGSKEMA TERSYDESTEL?

Gedurende Maart 2015, het die HSAG 'n aansoek in die Johannesburg Hooggeregshof uitgereik vir die tersydestelling van, alternatiewelik Appèl teen, die sanksionering van die sogenaamde Orthotouch Artikel 155-Reëlinskema.

Hierdie Aansoek was gebring weens verskeie gronde, onder andere:

- Dat die beleggers nie krediteure van Orthotouch is, soos beoog in Artikel 155 van die Maatskappywet 71 van 2008 (die "Wet"), nie;
- Dat Artikel 155 nie voorsiening maak vir die skikking van eise teen Direkteure van 'n maatskappy nie (die HS Beleggers spreek die direkteure persoonlik aan in die voornemende klas-aksie);
- Dat die aansoek om sanksionering in die verkeerde afdeling van die Hooggeregshof gebring was (naamlik in Johannesburg, terwyl die Reëlinskema dokument spesifiek verwys na die Hooggeregshof in Pretoria);

- Dat 'n groot aantal beleggers nie kennis van die vergadering op 12 November 2014 ontvang het nie; en
- Dat Orthotouch onder 'n verpligting gestaan het om sekere wesenlike inligting (bv. die aansoek vir die sertifisering van die Highveld Sindikasie klas-aksie), wat die Hof se uiteindelijke besluit aansienlik kon beïnvloed, onder die aandag van sy Edele Regter Moshidi te bring, maar dit nie gedoen het nie.

Die eensydige Hofbevel was verdermeer agteraf en sonder enige kennis deur Orthotouch verkry, sonder die medewete van enige HS-belegger of hul regsverteenvoerders, Theron & Vennote.

Orthotouch het die Hooggeregshof in Johannesburg genader om die reëlinskema deur die Hof te laat sanksioneer, welke bevel verreikende gevolge op belanghebbende partye het.

Orthotouch beweer in hul hofstukke dat daar 'n skikking bereik is tussen hulle, hul handelskrediteure én die Highveld Sindikasie beleggers deur middel van 'n "reëlinskema", soos beoog in Artikel 155 van die Maatskappywet (71/2008). Daar word ook beweer dat die Reëlinskema tydens die vergadering op 12 November 2014 in Centurion deur die beleggers goedgekeur is deur middel van die uitbring van stemme ten gunste van een van drie alternatiewe, soos vervat in die 108 bladsye reëlinskema dokument.

Volgens beleggers wie teenwoordig was op die vergadering het hulle beswaar gemaak teen die vergadering en versoek dat dit uitgestel word, onder andere weens 'n gebrek aan behoorlike kennisgewing aan die beleggers, wat deur die Voorsitter, Mnr. Derek Cohen, geïgnoreer was.

Artikel 155 van die Wet maak voorsiening vir 'n kompromie/ "skikking" (reëlinskema) tussen 'n maatskappy en sy krediteure. Die krediteure aanvaar daarmee gewoonlik betaling van slegs 'n gedeelte van die maatskappy se skuld aan hulle, aangesien dit gereken word om voordeliger vir hulle te wees as, byvoorbeeld, die likwidasië van die maatskappy.

Artikel 155(7) maak ook voorsiening dat, indien 75% van die uitgebragte stemme van krediteure ten gunste van die skikking was, die maatskappy die hof kan nader om die skikking te sanksioneer (deur middel van 'n hofbevel).

As die hof die skikking sanksioneer, is die skikking ook bindend op daardie krediteure wat NIE ten gunste van die skikking gestem het nie.

Die Reëlinskema wat Orthotouch laat sanksioneer het gaan egter – teenstrydig met Artikel 155 van die Wet – baie verder as om bloot die verhouding tussen Orthotouch en sy krediteure te reël/skik. Dit poog ook om verskeie ander verhoudings te skik, naamlik alle eise wat beleggers mag hê teen die Highveld Sindikasie direkteure (wat betrokke was by die Highveld / Pickvest beleggings-skema) persoonlik en Mnr. Nic Georgiou, asook sy seuns en familietrust, wat die onderwerp vorm van die beoogde klas-aksies. Dus poog Orthotouch (waarvan Mnr. Nic Georgiou die enigste

Uitvoerende Besturende Direkteur is) om ook met die Reëlinskema die voornemende klas-aksies te skik op die basis dat die eise “nie meer bestaan nie”!

Dit is die HSAG se saak dat die beleggers in die Highveld maatskappye nie krediteure van Orthotouch is nie, en kan Artikel 155 dus nie van toepassing kan wees op individuele HS-beleggers nie. Artikel 155(7), oftewel die hofbevel, kan dus ook nie beleggers bind nie, of ten minste nie diegene wat nie ten gunste van die skikking gestem het nie.

Nieteenstaande die saak dat die Reëlinskema in verskeie opsigte gebrekkig is en die hofbevel nooit toegestaan moes word nie, is dit so dat die Reëlinskema op die oog af voorgee om die klas-aksie in die wiede te ry.

Dit is dus raadsaam om dieselfde hof te nader vir die tersydestelling van die hof se sanksionering daarvan insoverre dit geïnterpreteer kan word om bindend te wees op individuele beleggers. Beleggers wil nie onnodig die risiko loop dat daar later deur hul regsplan geargumenteer moet word dat die hofbevel nie beleggers bind nie. Hulle wil nou reeds alle onduidelikheid uit die weg ruim en die hof nader vir tersydestelling.

5. WAT SAL DIE POSISIE WEES MET BETREKKING TOT RENTEBETALINGS DEUR ORTHOTOUCH, SOU DIE REËLINGSKEMA TERSYDESGESTEL WORD DEUR DIE HOOGGEREGSHOF?

Wanneer die Reëlinskema tersydegestel word sal die *status quo* ante herleef (vorige posisie), dit wil sê die Highveld Sindikasie Maatskappye sal terugkeer na 'n staat van Besigheidsredding.

Die Besigheidsreddings-proses is nooit opgehef nie, maar is bloot ondervang deur die Reëlinskema. Dus, met die tersydestelling van die Reëlinskema sal die Besigheidsreddings-praktisyn (weer) 'n plig hê om nakoming van die Besigheidsreddingsplan af te dwing.

Die HSAG se regsplan is in daardie proses steeds die beleggers se regsverteenwoordigers en sal, uit die aard van die saak, seker maak dat die HSAG-lede se belange beskerm word.

Dit is egter nie 'n vereiste vir afdwingbaarheid dat die Besigheidsreddingsplan 'n hofbevel moet wees nie – dit word deur die reg afdwing en deur wetgewing beheer.

In neutedop: Solank die Reëlinskema nie tersydegestel word nie, sal Orthotouch daaronder verplig wees om aan te hou rente betaal in terme van die bestaande Hofbevel wat die Reëlinskema sanksioneer. In die geval wat die Reëlinskema wel tersydegestel word, sal rentebetaling gereël word deur die Besigheidsreddingsplan.

Georgiou sit met R4.6 miljard van die beleggers se geld en kan hy en sy Orthotouch beslis nie sommer net ophou betaal nie!

6. DEBIETORDERFASILITEIT

Die debietorder-vorms word aan alle HSAG-beleggers gestuur wat skriftelik aangedui het dat hulle by wyse van debietorder wil betaal.

Indien u kwalifiseer vir 'n maandelikse debietorder, moet u asseblief so spoedig moontlik na hsagdebitorder@gmail.com u volle naam, van en identiteitsnommer stuur.

Na ontvangs van genoegsame aansoeke, sal die HSAG dokumentasie aan u stuur wat u sorgvuldig moet invul en terugstuur per kerende e-pos, ten einde die HSAG in staat te stel om u debietorder-fasiliteit te aktiveer.

Diegene wat kwalifiseer sal persoonlik verwittig word wanneer die debietorder stelsel in werking sal tree.

7. GEBRUIK VAN KORREKTE E-POS ADRESSE EN VERWYSINGS

Daar is steeds beleggers wat verkeerde e-pos adresse gebruik wanneer versoeke/navrae aan die HSAG-prokureurs gestuur word.

Die korrekte gebruik van e-pos adresse (soos vervat op ons webtuiste en e-posse) asook HSAG lede se voorletters en van, sindikasiennommers en verwysingsnommers (bv. identiteitsnommer ens.)) vir alle kommunikasie, is uiters noodsaaklik.

Indien 'n belegger of enige persoon 'n epos na die verkeerde adres sou stuur sal dit daartoe lei dat daardie e-pos nie spoedig of enigsins die nodige aandag geniet nie.

Die amptelike en bestaande e-pos adresse vir die HSAG, is as volg:

- hsactiongroup@gmail.com vir alle Algemene Navrae;
- hsagenquiries@gmail.com vir Spesifieke Navrae;
- hsagregister@gmail.com vir die Registrasie en Deregistrasie van HSAG- lede;
- hsagwhistle@gmail.com vir alle Vertroulike Inligting wat anoniem aan ons gestuur moet word;
- hsagdebitorder@gmail.com vir beleggers wat hul bydraes by wyse van debietorder wil betaal.

Besoek ook gerus ons webtuiste onder FAQ/VGV vir algemene vrae.

8. HSAG SE AMPTELIKE WHATSAPP-GROEPE

Sluit gerus aan by die HSAG se amptelike Whatsapp-groepe om nuusbrokkies of nuusflitse per WhatsApp te ontvang.

Stuur bloot u Selfoonnommer; Identiteitsnommer; Volle Naam en Van, na hsactiongroup@gmail.com waarna u op die groepe gelaai sal word.

Direkte kontak kan gemaak word met die Administrateurs van die onderskeie WhatsApp-groepe by 079 635 4165 (Afrikaans) en 082 450 8854 (Engels).

Die HSAG het ook 'n amptelike facebook-blad, en kan by www.facebook.com/hsaction besigtig, ge-“like” en kommentaar op gelewer word.

9. 2018 HSAG-BLOEMFONTEIN INLIGTINGSESSIE

Die Bloemfontein Inligtingsessie was uiters suksesvol gewees en die HSAG-bestuur wil graag vir elke belegger wat die moeite gedoen het om dit op 9 Mei 2018 by te woon, bedank.

Die terugvroeër wat ons ontvang het na die Inligtingsessie, was oorweldigend positief en sal daar in die toekoms soortgelyke Inligtingsessies gehou word in ander provinsies/streke. Ten einde kostes te bespaar sal sodanige sessies gehou word op datums wat ooreenstem met belangrike HSAG-datums (bv. Hofdae in die omgewing) en die gebruik dat die HSAG-bestuur die dag voorafgaande 'n Hofsaak vir die Finansiële Adviseurs vergader en die dag daarna met die HSAG-lede.

Hou gerus ons webblad dop vir inligting met betrekking tot 2018 HSAG Inligtingsessies in u provinsie/streek.

10. DIE HUIDIGE STAND VAN SAKE

Soos vroeër berig, was beide Appèlle op 8 Mei 2018 aangehoor.

Mnr Georgiou/Orthotouch het hul Appèlle teen die gunstige uitsprake van beide Regters Murphy en Ismail teruggetrek. In die Appèlle moes die Hoogste Hof van Appèl die belangrike regspraak oorweeg of 'n Nominale Applikant (dus 'n belegger wat slegs 'n “plekhouer” is, en wie duisende ander beleggers verteenwoordig) in 'n klasaksie uit eie beweging sodanige aansoek om 'n klas-aksie te sertifiseer, asook die aansoek om Orthotouch se Reëlinskema tersyde te stel, kan terugtrek, oorweeg.

Met die Appèlle wat teruggetrek is, staan Regters Murphy en Ismail se beslissings en sal die HSAG nou onder meer die bevel van Regter Brian Spilg afdwing, waarvolgens Orthotouch en die sakereddingspraktisyn, mnr Hans Klopper, beveel is om 'n volledige

lys van alle bekende beleggers in die skema aan die HSAG se prokureurs te voorsien. Tot dusver het mnr Klopper en Orthotouch geweier om hul samewerking te gee en verkeer hulle in minagting van 'n Hofbevel. Indien nodig sal kostebevele teen hulle persoonlik aangevra word.

Sodra die HSAG hierdie lyste ontvang, sal die prokureurs van rekord voortgaan om die beleggers in kennis kan stel van die beoogde tersydestelling van die S155-reëlinskema.

11. LAAT- AANSOEKE VIR REGISTRASIE BY DIE HSAG

Laat-aansoeke word tot en met 30 Junie 2018 ontvang. Die registrasievorms is op die webtuiste by www.hsaction.co.za, beskikbaar of in die alternatief kan u 'n e-pos na hsagregister@gmail.com stuur om 'n registrasievorm te versoek. Alle versoeke en voltooide registrasievorms moet aan hsagregister@gmail.com gestuur word.

12. STAAT VIR DEELNAME AAN DIE HSAG

Vind asseblief hiertoe aangeheg u bydraestaat vir u deelname aan die HSAG.

Let asseblief op die volgende:

1. Indien geen opvraging ten aansien van registrasie-, regs- of administrasiekoste of 'n krediet op u staat verskyn nie, beteken dit dat u waarskynlik in 'n groep val wat nie geprosesseer en / of geallokeer is nie, en sal dit, indien dit onder ons aandag kom of gebring word, op 'n latere staat verskyn;
2. 'n Eenmalige registrasiekoste van R1 000 per sindikasie was gehef tot Oktober 2015 en daarna is dit verhoog na R1 500 per sindikasie en behoort so op u staat te verskyn
3. Die aangevraagde opvraging vir 2016-regskoste was R1 000 per sindikasie;
4. In Mei 2017 was 'n verdere opvraging vir bydrae tot regs- en administrasiekoste van **R2 000 per persoon** gemaak;
5. In Februarie 2018/Maart 2018 was 'n verdere opvraging tot regs- en administrasiekoste van **R2 000 per persoon** gemaak;
6. Indien 'n staat 'n kredietbedrag toon, is u 'n geregistreerde lid van die HSAG, maar het ons nog nie u voltooide aansoekvorm ontvang nie. Geliewe die aansoekvorm af te laai vanaf ons webwerf, of rig 'n versoek aan ons daarvoor per e-pos by hsagregister@gmail.com
7. Let asseblief daarop dat die inligting op ons rekords aanvanklik verkry is vanaf aansoekvorms:
 - a. Indien u aansoekvorm gevolglik foutief, onduidelik of onvolledig is, sal u moontlik geen state of e-posse ontvang nie

- b. Voltooi asseblief die HSAG-vraelys op “Survey Monkey”, wat van tyd tot tyd op ons webtuiste geplaas word, ten einde u inligting op datum te bring, of stuur vir ons ’n e-pos na hsagregister@gmail.com
8. Klik asseblief op die e-pos skakel aan die einde van hierdie nuusbrieff om na die “Customer Zone” te gaan waar u die opvragings vir registrasie-, regskostes en u betalings kan sien;
 9. Weens die voortdurende groot hoeveelheid navrae, registrasies, wysigings van persoonlike besonderhede en allokasies, is dit moontlik dat sommige betalings en/of registrasies nie op die aangehegte Staat sal verskyn nie, maar eers op ’n latere Staat. Maak asseblief seker dat u inligting korrek is;
 10. Geoutomatiseerde state sal van tyd tot tyd (gewoonlik gedurende ’n maand) uitgestuur word, maar u skakel na die “Customer Zone” sal deurentyd aktief bly en u kan ter enige tyd u betalings en transaksies daarop sien, soos wat dit geallokeer word;
 11. Indien daar enige uitstaande bedrae is, word u vriendelik versoek om dit so spoedig moontlik te betaal ten einde onnodige administrasie en/of verdere kostes te verhoed. Sodanige lede wie se registrasiekostes steeds agterstallig is, loop die gevaar dat hul lidmaatskap by die HSAG opgeskort gaan word;
 12. Registrasieheffings is betaalbaar op alle nuwe en agterstallige (90 dae en ouer) registrasies. Registrasiekoste beloop tans R1 500,00 per sindikasie en, indien latere registrasies toegelaat word, mag daar ’n verdere heffing vir registrasiekoste per sindikasie vir alle nuwe registrasies gehef word ten einde finansiële bydraes deur huidige HSAG-lede te verlig;
 13. Van die einde van Februarie 2018 word persone wie se bydraes op datum betaal is met ’n totale eiswaarde wat R50 000,00 of minder tesame met ’n skriftelike versoek aan Theron & Vennote, kwytgeskeld van die 2018 administratiewe- en regskostes.

NB: afstanddoening is nie van toepassing op vorige jare se registrasie / administrasie / regskostes en agterstallige fooie nie en is steeds betaalbaar.

LW: geen registrasie, administratiewe of regsfooie is terugbetaalbaar nie.

14. Deelname aan die HSAG is algeheel vrywillig, maar sal persone wat nie aan die HSAG behoort of hul versoekte bydrae op datum hou nie, nie aanspraak kan maak op enige regte of voorregte wat getroue lede van die HSAG geniet nie. Persone wat hardvogtig weier of versuim om ledebydraes te maak se lidmaatskap sal beëindig word;
15. Ons bedank u vir u lojale ondersteuning waarsonder die HSAG Klas-aksie nie moontlik sou wees nie;
16. Indien u u ondersteuning en lidmaatskap van die HSAG wil staak, moet u 'n e-pos stuur na hsagregister@gmail.com stuur waarna die proses van onttrekking aan u verduidelik sal word. Geen uitsonderings sal gemaak word nie.
17. U kan verseker staatmaak op die onverdeelde en lojale ondersteuning van die HSAG-lede en geassosieerdes;

18. Enige spesifieke navrae kan aan hsagenquiries@gmail.com gerig word.

Vriendelike groete

HSAG-Bestuurskomitee

Kontak die HSAG en prokureurs by:

Tel: (021) 887 7877

hsactiongroup@gmail.com