

REMUNERATION AGREEMENT OF

**J DU TOIT
SENIOR BUSINESS RESCUE PRACTITIONER
(the 'BRP')**

APPOINTED FOR

Orthotouch Ltd & Zephan Properties Pty Ltd

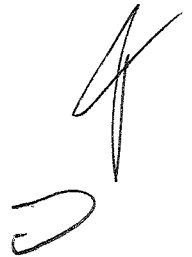
**Herein represented by Nicolas Georgiou as a Director and duly authorised thereto
(the "COMPANY")**

REG. NR. 2010/004096/06 & 2003/020174/07

IN TERMS OF THE COMPANIES ACT, ACT 71 OF 2008 (the "ACT")

APPOINTMENT

1. The BRP is to be appointed as BRP for the Company in terms of Section 129(3)(b) of the Act.
2. The filing and publication of the appointment will be attended to in terms of Section 129(4) of the Act.
3. The BRP, undertakes to:
 - 3.1. act with the utmost good faith and with the necessary diligence and care during the Business Rescue proceedings;
 - 3.2. comply with the Act as amended and Chapter 6 in particular to do all the things as prescribed in the law; and
 - 3.3. complete the Business Rescue proceedings as quickly as possible, subject to:
 - 3.3.1. the availability of information;
 - 3.3.2. the BRP forming an opinion that the business can be rescued after conducting the necessary investigations into the affairs of the Company as contemplated in the Act; and
 - 3.3.3. The approval of the Business Rescue Plan by the affected persons in terms of the Act.
4. In performing his duty as a BRP, he will act as an independent contractor to the Company in accordance with the terms and conditions set out herein. This appointment shall not constitute a contract of employment in anyway whatsoever.



EFFECTIVE DATE

5. This agreement shall become effective as from the date of appointment.

UNDERTAKINGS BY THE COMPANY

6. The COMPANY, it's Directors, officers and employees record their understanding of their obligations in terms of the provisions of Chapter 6 of the Act and their commitment thereto which shall include but not be limited to the obligation:
 - 6.1. to assist the BRP during the rescue proceedings at all times as set out in the Act;
 - 6.2. not to bind the Company in any way without the written permission of the BRP; and
 - 6.3. may not misappropriate business opportunities during the Business Rescue proceedings.
7. The Company, it's Directors, officers and employees acknowledge that:
 - 7.1. the BRP is bound by the Act to investigate the affairs of the Company and that the BRP will take the necessary steps as prescribed in the Act to rectify any transgressions of any law;
 - 7.2. the role of the board of Directors is suspended during business rescue proceedings and that they will report to the BRP at all times;
 - 7.3. the Business Rescue proceedings should last approximately **90 to 180** business days from the appointment of the BRP to the Company but may be extended depending on the size and the complexity of the business as contemplated in terms of the Act;
 - 7.4. should the Company fail to get approval for the business rescue plan as provided by the BRP, the Company can be placed in liquidation, which would mean that the Directors remain responsible for the affairs of the Company regardless of whether they have resigned or not;
 - 7.5. The BRP is duty bound at any time to declare if they believe that the Company cannot be rescued and that the Company should be placed in liquidation by the Directors of the Company;
 - 7.6. It is the duty of the BRP to report to the relevant authorities as prescribed in the Act any fraud or attempted fraud that was committed in the Company, or a Director or officer of the Company in relation to the affairs of the Company;
 - 7.7. the Directors may make no statements about the affairs of the Company or the details of the Business Rescue plan during the Business Rescue proceedings to any 3rd party and that all queries must be directed to the BRP subject to the powers as delegated by the BRP to the directors;



- 7.8. the BRP have the authority to amend, suspend or cancel any agreements, contracts or any other obligations during Business Rescue proceedings save for employment contracts; Directors will not receive Directors' fees during business proceedings unless specifically agreed upon in writing;
- 7.9. the BRP will be responsible for payments made on behalf of the Company and that no Director or prescribed officer may make any payment to any party without the prior approval of the BRP;
- 7.10. the success of business rescue proceedings relies on the following items-
 - 7.10.1. the approval of all creditors, Directors and employees of the Company, which depends on the quality and workability of the Business Rescue plan presented;
 - 7.10.2. being transparent at all times and that if any information is withheld and subsequently disclosed then it may result in the plan not being accepted;
 - 7.10.3. the implementation of the plan requires the continued support of employees and creditors after the Business Rescue proceedings have ended, which means that the Directors must co-operate with the BRP at all times;
- 7.11. That the plan has to be delivered in a clear and simple format, as described in the Act within a short period of time.

FEES

8. A competent team of experts is important to deal with a number of complicated issues for the benefit of the companies in rescue. It will nonetheless, be ensured that duplication of work and expenses be avoided and that when more than one team member is involved, it shall be duly motivated. Appointment of professionals will be done in consultation with all the team members, the board and the relevant affected persons, inter alia, by the circulation of the quotations of the relevant professionals, but the final decision shall be made by the appointed BRP's as provided for in the Act.
 - 8.1. The Company agrees to pay a fee to the BRP as follows:
 - 8.2. R2 000.00 per hour for the Practitioner subject to a maximum of R25 000.00 per day. (Vat currently not applicable, if VAT becomes applicable the fee will be exclusive of VAT).
 - 8.3. Fees to be negotiated and agreed upon for the services of any professional person, such as an attorney, advocate or accountant, engaged by the Business Rescue Practitioner to represent the Company, if applicable.

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- 8.4. R1 000.00 for any other administrative clerk or person, if applicable.
9. The BRP will be entitled to be reimbursed for any cost of any disbursement made on behalf of the Company by the BRP and for any expenses incurred by the practitioner to the extent reasonably necessary to carry out the BRP functions and to facilitate the functions of the Company as follows:
- Telephone calls made and received will be billed pro-rata the hourly tariff applicable in terms of paragraphs 8.2 – 8.5 above.
 - Correspondence - R95,00 per formal correspondence sent or received, save for the drafting of complicated correspondence or documents, in respect of which the hourly tariff referred to above, shall apply.
 - Traveling fees - R4,50 per km and a third of the hourly fee as a traveling fee.
 - Cost of economic flights, and accommodation costs. Accommodation costs will be limited to an amount of R1 200.00 per day, etc.
10. In addition to remuneration as set out above, the BRP will be entitled to a success fee as provided for in section 143 of the Act, which will become payable upon the effective date of such transaction. The success fee will be an amount equal to 2.5% on the following:
- 10.1. 2.5% of the compromise amount payable to creditors / investors / affected parties, as at the commencement date of Business Rescue of the Companies, either through cash payments, delayed payments, shares or whatever payment method is used by the Companies, the group or a third party.

The value of the compromise amount shall be determined by the individual / creditors / investor / affected party based on the applicable option elected namely cash value on cash payment or net asset value of subscribed shares which ever is applicable.

The above fee arrangement will also be applicable to group entities and properties but utilised and sold for the benefit of Group debt and /or Business Rescue Companies.

PAYMENT AND INVOICING

11. Payment of the fees and disbursement contemplated in 8,9,10 and 11 will become due upon receipt of invoices by the Company as follows:
 - 11.1. A deposit of **R 200 000.00** is payable on the date of signing of this agreement;
 - 11.2. The BRP will invoice the Company for the fees/disbursements as set out in this agreement, in the amount as agreed;
 - 11.3. Payable monthly, from the date of appointment upon presentation of an invoice and details of expenses and disbursements made on behalf of the Company subsequent to cashflow availability; and
 - 11.4. A final payment, on presentation of an invoice on the last date that a notice of substantial implementation of the Business Rescue Plan is filed by the BRP in terms of section **132(2)b**;
 - 11.5. The remaining fees as contemplated above will become due upon receipt of an invoice by the Company on the date of approval of the business rescue plan in terms of section **152** and **153** of the Act.
 - 11.6. The BRP, will be issuing the invoices for payment.

TAXES/WITHHOLDING

12. BRP requires payment of invoices without any deduction or withholding on account of taxes or other fees or amounts of any nature. If any withholding is required by law, the Company will be responsible for paying such additional amounts as is necessary so that BRP receives full payment of its invoice. Any late payment of invoices after the first three months will accrue interest at **1,00%** per month, which will be charged on the next invoice. We therefore agree to abandon the interest on arrear payment for the first three months. The said interest on arrear payments will consequently only apply to amounts due and payable thereafter.

CONFIDENTIALITY

13. The exchange of Proprietary Information (meaning information designated in writing as Proprietary Information by the party disclosing such information at the time of disclosure) will be confidential.

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OWNERSHIP

14. BRP will retain ownership of the copyright and all other intellectual property rights in the product of the services, whether oral or tangible as well as ownership of working papers, until fully paid;
15. BRP shall have the right to use the name of the Company as a reference in proposals or other similar submissions to other prospective clients.

INFORMATION

16. To enable BRP to perform, the Company shall use its best endeavours to procure and promptly to supply all information and assistance, and access to documentation in its possession, custody, or under its control, and to personnel, where required. This shall include in particular, but not be limited to the supply of the following information within 2 (two) business days:
 - 16.1. all material facts, matters and contracts relating to the Company which may have an impact or influence on the final business plan which will be presented to the affected parties;
 - 16.2. all information about the Company, including but not limited to copies of-
 - 16.2.1. the last annual financial statement of the Company, audited, unaudited or in draft format;
 - 16.2.2. The board minutes of the Company and any resolutions taken by the Company.
 - 16.2.3. All the statutory documents of the Company (Directors register, Company documents and all related documentation).
 - 16.3. copies of the latest management accounts, Trial Balance with specific summaries that show the following:
 - 16.3.1. aging of debtors of the Company;
 - 16.3.2. aging of creditors of the Company;
 - 16.3.3. a breakdown of the inventory of the business showing it as raw material, work in progress, finished goods if applicable, movable assets, immovable assets, furniture fittings and equipment, improvements etc.
 - 16.3.4. A list of assets indicating which are under finance, lien or with creditors or landlords;

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- 16.3.5. The list must show the purchase price, book value and the amount which the asset is unencumbered for;
- 16.3.6. A list of amounts owing to SARS or to any other financial institution or any person who may be deemed to be a secured creditor;
- 16.3.7. A list of employees indicating their names, years of service, job descriptions, salaries (total cost to Company), outstanding amounts owing to them and how many leave days are owing to each person. Also, indicate who is the employee's representative or /and who is the unions representative with the necessary contact details.
- 16.3.8. A list of orders on hand with details of the delivery schedule.
- 16.3.9. A list and copies of all customer contracts, long and short term
- 16.4. Copies of all letters of demand, legal notices or summonses served on the Company by any creditors
- 16.5. Copies of all bank statements of the Company including instalment sales, credit cards, long term loans and any current accounts operated by the Company.
- 16.6. Extracts of all movement on loan accounts of Directors / shareholders and any other related party for a period of **24** months prior to the date of the Business Rescue process commencing.
- 16.7. Any tender documents, supply contracts or leases that the Company has an obligation to deliver or pay on behalf of the Company.
17. All information contemplated in **16** must be provided in electronic format and hard copy.
18. Where such information and/or documentation is not in the possession, custody or under the control of the Company, the Company shall use its best endeavours to procure the supply of the information, assistance and/or access to all the documentation.
19. The Company undertakes to inform the BRP of any information or developments which may come to its attention during the Business Rescue process, which might have a bearing on or be relevant to the process.

LIABILITY AND INDEMNITY

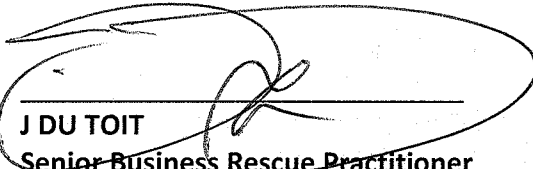
20. Without detracting from the right of the BRP to rely on the provisions of section **78** of the Companies Act, the Company hereby agrees to:



- 20.1. advance to the BRP any and all expenses to defend litigation in any proceedings arising out of the performance of the BRP's duties, cost of consultants required etc. on the basis of post commencement financing or as part of the Business Rescue expenses; and
- 20.2. Indemnify the BRP for expenses contemplated in 20.1 irrespective of whether it has advanced those expenses, if the proceedings-
 - 20.2.1. are abandoned or exculpate the Director; or
 - 20.2.2. arise in respect of any liability for which the Company may indemnify a Director, in terms of the Act.


GOVERNING LAW AND DISPUTES

21. The construction, validity and performance of this engagement shall be governed by South African law.



J DU TOIT
Senior Business Rescue Practitioner

Signed: *Johannesburg*
Date: *12 December 2019*



ORTHOTOUCH LTD & ZEPHAN PROPERTIES PTY LTD
Herein represented by NICOLAS GEORGIU as a Director and duly authorised thereto
(the "COMPANY")

Signed: *Johannesburg*
Date: *12 December 2019*