

From: Paul O'Sullivan <Paul.osullivan@poaa.za.com>
Sent: 31 January 2019 17:27
To: Parliamentary Leader <parliamentaryleader@da.org.za>
Cc: dali mpofu <dali.mpofu@yahoo.com>; sarah.trent@forensicsforjustice.org;
padams@parliament.gov.za; ephraimk@pprotect.org; ceo@pprotect.org
Subject: PAIA Request dated 2019-01-21

Dear Mr Maimane,

REQUEST DATED 11 JANUARY 2019 IN TERMS OF SECTION 53(1) OF THE PROMOTION OF ACCESS TO INFORMATION ACT, Act 2 of 2002

Forensics for Justice act for Mr Andile Ramaphosa, in a *pro bono* capacity and confirm he has not paid us, or agreed to pay us for this matter.

We have advised Mr Andile Ramaphosa that your request as per above is materially defective in a number of ways. The defects render the request *pro non scripto* and it is therefore void or invalid.

We have advised Mr Andile Ramaphosa that, as such, he would be entitled to simply ignore the request unless and until you submit a properly constructed request, which would have to come *de novo*.

However, Mr Andile Ramaphosa has instructed us to advise you as follows:

1. He has absolutely nothing to hide, and, despite the multiple material defects in your request, he will treat same as if it was properly constructed.
2. He is entitled to 30 days within which to comply, assuming same was properly constructed (which it wasn't), which means he could wait until 2019-02-20 before supplying a response.
3. He does not wish to wait the 30 days and has requested us to respond immediately, which we hereby do.
4. We attach a copy of the '**AGO Advisory Mandate**', dated December 2017
5. We attach a copy of the '**Anti-Bribery & Corruption Policy**', which is un-dated, but our client instructs us that it was signed in early 2018, in counterpart.
6. The AGO Advisory Mandate between the relevant entities, is now under review and we will inform you of the outcome of those discussions, when finalised.
7. Mr Andile Ramaphosa has no intention of providing copies of any invoices, as this would invade his right to privacy concerning commercially sensitive information, as anticipated by Section 68 (1) (b) and 68 (1)(c) of Act 2 of 2002.
8. For the same reason, a portion of 'AGO Advisory Mandate' has been redacted, which also pertains to private addresses.
9. Neither Mr Andile Ramaphosa, or anyone associated with him, was aware at any time, of any payments in the amount of R500,000 to either himself or anyone else, from BOSASA or any related entity.
10. His father, the President, 'assumed' that when the matter was raised by you in Parliament, you were referring to payments made to his son, without any knowledge of what payments his son's company might have received.

We have also consulted with the Campaign Manager of what was known as 'CR17', before and following the release of our report dated 2018-12-12, which was placed as an annexure to the sworn statement of Mr Andile Ramaphosa dated which is posted on our website at :

<https://www.forensicsforjustice.org/portfolio-posts/president-south-africa-not-corrupt/> For your convenience, we attach a copy in PDF format.

Our further investigations have revealed the following, over and above that which was stated in our 2018-12-12 report:

1. When you raised the matter in parliament, the President, (wrongly) assumed that you were referring to payments received by his son, but he had no knowledge of what those payments might be, although he had heard there was an advisory agreement in place, but had not been given a copy.
2. His response made, was therefore a genuine error, as he had no first-hand knowledge.
3. After his response to you, an audit was carried out of all donations received in respect of CR17.
4. The amount of R500,00 was identified and it became apparent that the source of funds had been concealed.
5. The President immediately wrote to the speaker to correct his earlier statement.
6. The President had no knowledge as to whom had contributed towards CR17 and did not want to know, so that he would not feel any obligation at any later stage to such contributors. To this day, he still does not know who made contributions, although he has requested the Campaign Manager to verify that all contributions were above board.
7. The initial intention by CR17, was to return the funds to BOSASA / AGO. However, this was not possible, because the funds had not come from BOSASA / AGO, they had been channelled through a 3rd party company's bank account. The third party is in liquidation and it is now clear that the bank account was operated unlawfully.
8. In our report, we recommended the R500,000 be placed in a separate attorneys trust account, pending a finalisation as to what should legally happen to the funds. Our concern was that the funds may at some stage be identified as 'proceeds of crime', or be tainted in some other way.
9. Our advice was recently accepted, the delays being caused by the festive season break. A copy of the proof payment is attached for your information.
10. We will provide a copy of the proof of payment to the DPCI, who are investigating the corruption docket we opened in September last year, with a request that they pass the information on to the Asset Forfeiture Unit 'AFU', in case they have an interest.
11. CR 17, will NOT oppose and application by AFU to recover the monies should they choose to do so.

In summary therefore,

1. The President innocently provided factually incorrect information to Parliament, after your oral enquiry.

2. As soon as he realised he had done so, he urgently set the record straight, even though he was not in the country.
3. Mr Andile Ramaphosa had no prior knowledge of any contributions towards CR17 and was not involved in any manner.
4. With the knowledge and advice now at hand, CR 17 campaign paid the funds in trust to an independent law-firm, Harris Nupen Molebatsi, pending the finalisation of the matter.
5. A review of the arrangement between the parties to the Advisory Mandate, is currently under way.
6. We are satisfied that neither Mr Andile Ramaphosa, his father, or the Campaign Manager of CR 17, have in any way acted unlawfully. To the contrary, upon discovering what has happened, they have taken proper and reasonable steps to extract themselves from any association that may create reputational risk.
7. There has been no attempt by any of the parties named above, to influence in any way, what we have stated above.
8. We have not been in contact with any of BOSASA / AGO personalities.
9. Finally, I confirm that Forensics for Justice are A-political and have no interest of whatsoever nature in the outcome of the matter.

In the interests of transparency:

- We have also supplied a copy of this communication to the EFF, as they have recently shown interest in the matter you have raised.
- We have also supplied a copy to Patricia Adams, of the Parliamentary Ethics Committee, with a request that same be communicated to the Ethics Committee members.
- We have also supplied a copy to the Public Protector.
- We shall also be posting the matter on our website, in the interests of transparency.
- We will also make it available to members of the media.

We trust you find the above in order. However, should you have any further queries, please do not hesitate to contact us.

Best wishes,

Paul O'Sullivan CFE



Tel: +27 82 821 1666 (RSA)

Tip-Offs Line: +27 800 118 118

Tel: + 44 7784 886 408 (UK)

Fax: +27 86 689 2315

FOUNDER

www.forensicsforjustice.org



NPC No. 2015/25962/08

P.O. Box 78200

Sandton

2146

The only thing **necessary for the triumph** of evil is for good men to do nothing. - Edmund Burke

D. Particulars of record

- (a) Provide full particulars of the record to which access is requested, including the reference number if that is known to you, to enable the record to be located.
- (b) If the provided space is inadequate, please continue on a separate folio and attach it to this form. The requester must sign all the additional folios.

1. Description of record or relevant part of the record:

.....

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2. Reference number, if available:

.....

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3. Any further particulars of record:

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E. Fees

- (a) A request for access to a record, other than a record containing personal information about yourself, will be processed only after a request fee has been paid.
- (b) You will be notified of the amount required to be paid as the request fee.
- (c) The fee payable for access to a record depends on the form in which access is required and the reasonable time required to search for and prepare a record.
- (d) If you qualify for exemption of the payment of any fee, please state the reason for exemption.

Reason for exemption from payment of fees:

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F. Form of access to record

If you are prevented by a disability to read, view or listen to the record in the form of access provided for in 1 to 4 below, state your disability and indicate in which form the record is required.

Disability:	Form in which record is required:
Mark the appropriate box with an X .	
NOTES:	
(a) Compliance with your request for access in the specified form may depend on the form in which the record is available.	
(b) Access in the form requested may be refused in certain circumstances. In such a case you will be informed if access will be granted in another form.	
(c) The fee payable for access to the record, if any, will be determined partly by the form in which access is requested.	

1. If the record is in written or printed form:					
	copy of record*		inspection of record		
2. If record consists of visual images - (this includes photographs, slides, video recordings, computer-generated images, sketches, etc.):					
	view the images		copy of the images*		transcription of the images*
3. If record consists of recorded words or information which can be reproduced in sound:					
	listen to the soundtrack (audio cassette)		transcription of soundtrack* (written or printed document)		
4. If record is held on computer or in an electronic or machine-readable form:					
	printed copy of record*		printed copy of information derived from the record*		copy in computer readable form* (stiffy or compact disc)

*If you requested a copy or transcription of a record (above), do you wish the copy or transcription to be posted to you? Postage is payable.	YES	NO
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G. Particulars of right to be exercised or protected

If the provided space is inadequate, please continue on a separate folio and attach it to this form. The requester must sign all the additional folios.

1. Indicate which right is to be exercised or protected:

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2. Explain why the record requested is required for the exercise or protection of the aforementioned right:

.....

.....

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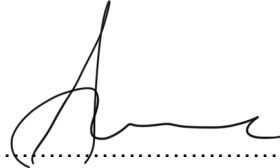
H. Notice of decision regarding request for access

You will be notified in writing whether your request has been approved / denied. If you wish to be informed in another manner, please specify the manner and provide the necessary particulars to enable compliance with your request.

How would you prefer to be informed of the decision regarding your request for access to the record?

.....

Signed at this day..... ofyear



.....
SIGNATURE OF REQUESTER /
PERSON ON WHOSE BEHALF REQUEST IS MADE

Annexure 1

Citizens have the right to make an informed decision about the political party that they vote for, access to these records will help citizens make an informed decision for the upcoming national elections. Every citizen has the right to access of information for the exercise or protection of any rights. Every citizen has the right to administrative action that is procedurally fair, access to these records will protect this right and determine whether fair and just administrative action took place in the awarding of the contract(s) to the son of the President, formerly Deputy President, of the Republic of South Africa.

Advisory Mandate

INSTRUCTIONS:

- 1) Initial each page of the mandate
- 2) Sign the mandate and client information schedule in full where indicated
- 3) Complete and sign either the full discretion schedule or the limited discretion schedule
- 4) Initial all insertions and deletions

The Executive Director
AGO

Company Reg No: 1981/012426/07

Dear Sir

I, the undersigned, hereby being duly authorised to enter into agreements and to act on behalf of AGO (and/or transaction/Project), hereby authorise and appoint BLUE CRANE CAPITAL (PTY) LTD (registration number 2014/084 227/E 7) AND OFFTAKE (PTY) LTD (registration number 2014/033129/E 7) as a Strategic and Financial Advisor, to act and render advisory services to AFRICAN GLOBAL OPERATIONS (PTY) LTD (hereinafter referred to as "AGO") either on a fully discretionary or limited discretionary basis, as set out in the schedules that are attached to this mandate if applicable. This mandate and the applicable attached schedules constitute a mandate as commonly contemplated and intended by both parties to bring about a legal relationship and agreement between the parties hereto. To enable BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD to give effect to this authority, I wish to record that:

- 1 BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD are hereby appointed as AGO's (and/or transaction/Project)'s duly authorized Strategic Advisor to render Strategic Advisory and Financial Advisory services to AGO), in accordance with this mandate.
- 2 BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD are hereby authorised to advise AGO (AND/OR TRANSACTION/PROJECT) in regard to Strategic Advisory and Financial Advisory services to be undertaken on behalf of and for the benefit of AGO subject to the applicable legislation(s).
- 3 Unless otherwise specified in writing by BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD:
 - 3.1 AGO warrants that it is duly authorised to instruct BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD, and that of all such instructions as it may deliver or cause to be delivered to BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD in terms of this mandate that they do not exceed the rights and powers of AGO to issue such, and that they are of good delivery.
- 4 It is specifically recorded that BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD may not exercise the rights attaching to any instruction(s) for its own purpose or interest, but may only act in accordance with AGO's instructions and on the agreed upon projects and/ or transactions as identified between the Parties in the Fee Performance Share Agreement.

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FEES

- 5 In consideration for the services to be provided by BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD in terms of this mandate, BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD shall be entitled to the following fees:
- 5.1 Retainer fee payable by AGO monthly excluding vat at [REDACTED] thousand rand) for the limited period of the advisory as per annexures (retainer shall be capitalized) within the structures of the agreed project. Implying that retainer shall be recouped through the project.
- 5.2 The payments shall be effected monthly, upon submission of a valid invoice.
- 5.3 Any other fees as determined from time to time on the basis set out in this mandate will need to be authorised by AGO
- 5.4 In terms of an increase, BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD will seek authorization from AGO to vary the fees and charges from time to time. AGO shall be given 30 (thirty) days written notice of such. VAT is payable on all fees charged by BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD. No increase shall be payable unless authorised and/or agreed to by AGO.

TERMINATION

- 6 Either party may terminate this mandate by written notice to the other party and termination shall be effective upon receipt of such notice. Such termination shall not, however, affect any legal rights or obligations, which may have already arisen.

NOTICES

- 7 BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD and AGO choose as their respective *domicilium citandi et executandi* for the purpose of the service of all notices and process pursuant to this mandate our respective physical addresses appearing on this, or such other physical and postal addresses as may be stipulated by notice in writing.
- 8 The words and phrases used in this mandate shall, unless the contrary appears, have the meanings ascribed to them in the relevant legislation, or any replacement act/s and any relevant conditions or directives promulgated under the relevant legislation.

INDEMNITY

- 9 AGO hereby indemnify and hold harmless BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD and any third party with whom BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD contracts on behalf of AGO, from any loss incurred by AGO, BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD pursuant to any bona fide attainment/rendering of advisory services by BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD in terms of this mandate and against any and all claims, damages, liabilities, costs and expenses arising as a result of BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD execution of this mandate, except where such loss or claim is

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a result of the gross negligence or willful misconduct of BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD and/or its employees.

- 10 Each Party shall be liable for their own taxes payable in terms of the agreed upon fees relating to the transactions and/or projects. The Tax system and its applicable laws to be considered will be the Tax laws applicable in the legal jurisdictional area in which the transaction is taxable.

GOVERNING LAW

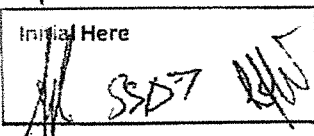
- 11 This mandate is governed by and shall be construed in accordance with South African Law.
- 12 In the event that any provision in this mandate is found to be invalid or unenforceable at law, the remaining provisions shall remain of full force and effect and shall be binding upon the parties.

DISPUTE RESOLUTION

- 13 Any disputes arising from or in connection with this mandate shall by BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD giving written notice to that effect to AGO be finally resolved in accordance with the Rules of the Arbitration Foundation of Southern Africa ("AFSA") by an arbitrator or arbitrators appointed by AFSA. There shall be a right of appeal as provided for in article 22 of the aforesaid Rules;
- 13.1.1. The parties expressly consent to any arbitration in terms of the aforesaid Rules being conducted as a matter of urgency; and
- 13.1.2. Any party shall have the right to apply to such dispute, in writing, to the secretariat of AFSA in terms of article 23(1) of the aforesaid Rules for any such arbitration to be conducted on an urgent basis.

GENERAL

- 14 No addition to or variation or amendment of this mandate shall be binding unless contained in a written document signed by or on behalf of both of us.
- 15 No term, provision, condition or representation relating to the subject matter hereof, not contained herein or in the schedules annexed hereto shall be binding on either of us.
- 16 Both parties are authorized to record/archive any written correspondence with each other to be used in evidence for the sole purpose of resolving any dispute that may arise.
- 17 Any notice given in terms of this mandate shall be given in writing and shall be deemed, unless the contrary is proved, if:
- 17.1. delivered by hand, to have been received on the date of delivery; and
- 17.2. sent by post, to have been received 10 (TEN) days after the date of posting;
- 17.3. sent by facsimile, electronic mail or any other electronic media referred to in the Electronic Communications Act 25 of 2002 of the Republic of South Africa. Such communication / instruction shall be deemed to have been received upon receipt of confirmation of the communication by the sender.

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 A rectangular box containing the text 'Initial Here' at the top. Below the text, there are several handwritten initials and signatures. On the left, there are two vertical lines. In the center, there are the initials 'SSD7' and 'RAN'. To the right of the box, there is a handwritten signature that appears to be 'SM'.

17.4. Neither parties shall be liable for any direct, special, indirect or consequential damages or breach of confidentiality arising from any alteration or interception of my communications by third parties.

18 Any Schedule(s) annexed hereto, if signed by or on behalf of both of parties, shall be binding on both parties as if specifically incorporated into this mandate until cancelled by notice in writing as contemplated herein and any reference to this mandate includes a reference to the schedules to this mandate.

FORCE MAJEURE

19 If any Party becomes subject to a Force Majeure Event that substantially prevents, inhibits and/or frustrates its ability to deliver the Services, the parties must use commercially reasonable endeavors to resume full performance of the Affected Services within the shortest time period following the occurrence of the Force Majeure Event.

RETURN OF PROPRIETARY INFORMATION

20 On termination of this mandate or upon AGO's instruction, all proprietary information shall be returned to the owner thereof within 30 (Thirty) days from the date which such request/termination was made.

Domicillium et citandi

AGO (AND/OR TRANSACTION/PROJECT)

whose domicillium address:

Smart Global Campus
1 Windsor Road
Mogale City
1739

BLUE CRANE CAPITAL (PTY) LTD

whose domicillium address:

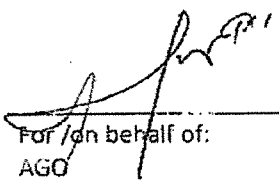
OFFTAKE (PTY) LTD

whose domicillium address:

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SSDT [Signature]

SM

[Redacted]
[Redacted]
[Redacted]

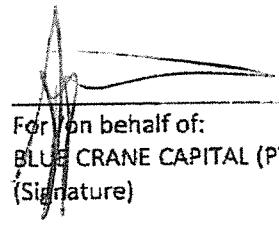


For /on behalf of:
AGO
(Signature)

TREVOR MATHENJWA
Name
DIRECTOR
Designation

Signed at KRUGERSDORP this 5th day of DECEMBER 2017

BLUE CRANE CAPITAL (PTY) LTD hereby accepts its appointment as AGO (AND/OR TRANSACTION/PROJECT) advisor and agrees to be bound by the provisions of this mandate insofar as legally possible.

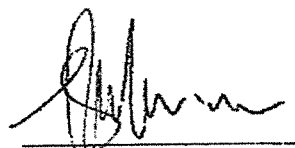


For /on behalf of:
BLUE CRANE CAPITAL (PTY) LTD
(Signature)

Anthe Rungtine
Name
Managing Director
Designation

Signed at _____ this _____ day of _____ 2017

OFFTAKE (PTY) LTD hereby accepts its appointment as AGO advisor and agrees to be bound by the provisions of this mandate insofar as legally possible.



For /on behalf of:
OFFTAKE (PTY) LTD
(Signature)

JOHN MATHWASA
Name
DIRECTOR
Designation

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SSDP [Handwritten initials] [Handwritten initials] [Handwritten initials]

Designation

Signed at Johnsburg, Sadler this 6th day of December 2017

OFFTAKE (PTY) LTD

[Signature]

For /on behalf of:
OFFTAKE (PTY) LTD
(Signature)

SOHN MATHWASA

Name
[Signature]

Designation

Signed at WOODMEAD, SANDTON this 6th day of DECEMBER 2017

[Signature]
[Signature]
SSDP

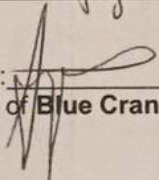
Anti-Bribery and Corruption Policy.

1. This "**Anti-Bribery and Corruption Policy**" is entered into by duly authorised representatives of Blue Crane Capital (Pty) Ltd, Offtake (Pty) Ltd and Africa Global Operations (Pty) Ltd, collectively referred to as "**Parties**" or individually as "**Party**". ("**Policy**")
2. Each Party represents that it is familiar with (i) the South African Prevention and Combatting of Corrupt Activities Act, 12 of 2004, (ii) the U.S. Foreign Corrupt Practices Act 1977, (iii) the UK Bribery Act 2010, (iv) other public and commercial antibribery laws which may apply and (v) international anti-corruption treaties such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption ("**Anti-Bribery Laws**").
3. Each Party represents that its performance vis-à-vis the envisaged and/or existing mandate/s, agreements and all business related activities between the Parties and/or third parties and government officials ("**Engagement Activities**") have been and will be made in compliance with the Anti-Bribery Laws.
4. Each Party warrants that it and its affiliates have not made, offered, or authorised and will not make, offer, or authorise with respect to all Engagement Activities, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any officer or employee of the other party or any public official (i.e., any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organisation) or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate the applicable Anti Bribery Laws.
5. Neither Party shall make any unofficial payment to a government employee/s to speed up an administrative process where the outcome is already pre-determined (facilitation payment) in the performance of its obligations in pursuance of Engagement Activities.
6. Each Party agrees to maintain adequate internal controls and to keep accurate and complete records that support the payments due and all transactions pertaining to all Engagement Activities.
7. Each Party represents that, to the best of its knowledge and belief, and save as disclosed to the other Parties, neither it nor any of its personnel have been investigated (or is being investigated or is subject to a pending or threatened investigation) or is involved in an investigation (as a witness or suspect) in relation to any breach of the Anti-Bribery Laws by any law enforcement, regulatory or other governmental agency or any customer or supplier; or has admitted to; or been found by a court in any jurisdiction to have engaged in, any breach of the Anti-Bribery Laws, or been debarred from bidding for any contract or business; or are public officials or persons who might otherwise reasonably be considered likely to assert a corrupt or illegal influence on behalf of the company. Each Party agrees that if, at any time, it becomes aware that any of the representations set out in this Policy are no longer correct, it will notify the other Parties of this immediately in writing.
8. Each Party (the "Indemnifying Party") shall be liable for and shall indemnify, defend and hold the other (the "Indemnified Party") harmless to the maximum extent provided in law from and against any claims, losses, costs, fees, payment of interest, fines or other liabilities incurred in connection with or arising from the investigation of, or defence against, any litigation or other judicial, administrative, or other legal proceedings brought against the Indemnified Party by a regulator or governmental enforcement agency as a result of acts or omissions by the Indemnifying Party or its Affiliates, subcontractors or agents in violation of, or alleged to be in violation of, the Anti-Bribery Laws.

9. Any breach of, or failure to comply with, the provisions of this Policy shall be deemed material and shall entitle the non-breaching Party to terminate all Engagement Activities forthwith.
10. The indemnity contained in this Policy shall survive the termination of all Engagement Activities.
11. Unless otherwise expressly provided for in this Policy and/or any other agreement reduced to writing:
- a. no Party shall have the authority to represent and/or make decisions on behalf of the other Party or Parties.
 - b. no Party shall have the right to interact with government officials with respect to the matters which pertain or are the subject of any of the Engagement Activities without the written consent of the other Party or Parties.
12. Each Party may request that the other Party or Parties provide a certification to the effect that neither it nor any of its affiliates, directors, officers, agents or other representatives acting on its behalf in connection with the performance under all Engagements Activities have been engaged in any transaction or activity in violation of these Anti-Bribery Laws. Upon request a Party shall deliver such certification within 10 business days.

Name: Andile Ramaphosa

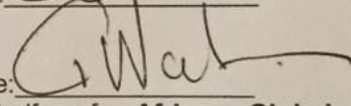
Capacity: Managing Director

Signature: 

On behalf of **Blue Crane Capital (Pty) Ltd**

Name: CLAUDIA WABOJA

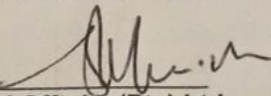
Capacity: CEO

Signature: 

On behalf of **Africa Global Operations (Pty) Ltd**

Name: JOHN MATHWASA

Capacity: CEO & FOUNDER

Signature: 

On behalf of **Offtake (Pty) Ltd**

SWORN STATEMENT

I, the undersigned Andile Ramaphosa, id no. [REDACTED], state under oath as follows:

1.

I am an adult male Managing Director of Blue Crane Capital (Pty) Ltd, with business address at [REDACTED] Gauteng, South Africa and cell phone no. 0 [REDACTED].

2.

I am informed that a criminal case is being investigated by the Directorate for Priority Crimes Investigation Unit ('DPCI') under SANDTON CAS 302/12/2018 into allegations of corruption involving Mr Gavin Watson and/or BOSASA and/or African Global Operations (AGO), pertaining to certain state contracts.

3

I am in possession of a Forensic Report issued by Forensics for Justice which I attach hereto as **Annexure "AR-01"**. I confirm that the contents thereof are true and correct insofar as it relates to me.

5

I further confirm that there is no 'Andile Ramaphosa Foundation', nor do I have a bank account at ABSA and it is therefore impossible for me to have received a payment of R500,000, as has been alleged in the media.

6

Prior to me signing this statement, I have carefully read through it and am satisfied that the facts are correctly and accurately recorded. The following questions were put to me in person by the commissioner of oaths and I entered the answers thereto in my own handwriting:

'Do you know and understand the contents of this statement?'


Yes.

'Do you have any objection to taking the prescribed oath?'

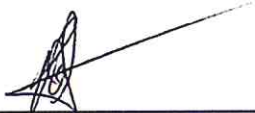
No.

'Do you consider the prescribed oath binding on your conscience?'

Yes.


ANDILE RAMAPHOSA

SIGNED and SWORN to before me at **JOHANNESBURG** on this **12TH** day of **DECEMBER 2018**, the Deponent having acknowledged that he knows and understands the contents of this affidavit, which is deposed to in accordance with the regulations governing the administration of an oath as more fully set out in Government Notice R1258 of the 21st July 1972, as amended.



COMMISSIONER OF OATHS

Paul O'Sullivan
COMMISSIONER OF OATHS (EX-OFFICIO)
Certified Fraud Examiner
7 Janine Road, Sandown Estate
JOHANNESBURG, Republic of South Africa



FORENSICS FOR JUSTICE

MAKING SOUTH AFRICA
A BETTER PLACE FOR ALL

NPC No. 2015/25962/08

FORENSIC REPORT

GAVIN WATSON

and/or

AFRICAN GLOBAL OPERATIONS (previously BOSASA)

and/or

ANDILE RAMAPHOSA

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RELEVANT DOCUMENTS AND/OR DATA

Forensics for Justice has had sight of and are in possession of the following documents voluntarily given to us by Andile Ramaphosa:

“Advisory Mandate” entered into between:

African Global Operations (Pty) Ltd, represented by Trevor Mathenjwa (director) and Blue Crane Capital (Pty) Ltd, represented by Andile Ramaphosa (managing director) and Offtake (Pty) Ltd as represented, represented by John Mathwasa (director)

An extract of the mandate is set out hereunder:

The Executive Director

AGO

Company Reg No: 1981/012426-07

Dear Sir

I, the undersigned, hereby being duly authorised to enter into agreements and to act on behalf of AGO (and/or transaction/Project), hereby authorise and appoint BLUE CRANE CAPITAL (PTY) LTD (registration number 2014/034227/07) AND OFFTAKE (PTY) LTD (registration Number 2006/033139/07) as a Strategic and Financial Advisor, to act and render advisory services to AFRICAN GLOBAL OPERATIONS (PTY) LTD (hereinafter referred to as "AGO") either on a fully discretionary or limited discretionary basis, as set out in the schedules that are attached to this mandate if applicable. This mandate and the applicable attached schedules constitute a mandate as commonly contemplated and intended by both parties to bring about a legal relationship and agreement between the parties hereto. To enable BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD to give effect to this authority, I wish to record that:

- 1. BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD are hereby appointed as AGO's (and/or transaction/Project)'s duly authorized Strategic Advisor to render Strategic Advisory and Financial Advisory services to AGO), in accordance with this mandate.*
- 2. BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD are hereby authorised to advise AGO (AND/OR TRANSACTION/PROJECT) in regard to Strategic Advisory and Financial Advisory services to be undertaken on behalf of and for the benefit of AGO subject to the applicable legislation(s).*

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3. *Unless otherwise specified in writing by BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD:*
 - 3.1 *AGO warrants that it is duly authorised to instruct BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD, and that of all such instructions as it may deliver or cause to be delivered to BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD in terms of this mandate that they do not exceed the rights and powers of AGO to issue such, and that they are of good delivery.*
4. *It is specifically recorded that BLUE CRANE CAPITAL (PTY) LTD AND OFFTAKE (PTY) LTD may not exercise the rights attaching to any instruction(s) for its own purpose or interest, but may only act in accordance with AGO's instructions and on the agreed upon projects and/ or transactions as identified between the Parties in the Fee Performance Share Agreement.*

"Anti-Bribery and Corruption Policy" entered into between:

African Global Operations (Pty) Ltd, represented by Gavin Watson (CEO) and
Blue Crane Capital (Pty) Ltd, represented by Andile Ramaphosa (managing director) and
Offtake (Pty) Ltd as represented, represented by John Mathwasa (director)

The body of the policy is set out hereunder:

Anti-Bribery and Corruption Policy

1. *This "Anti-Bribery and Corruption Policy" is entered into by duly authorised representatives of Blue Crane Capital (Pty) Ltd, Offtake (Pty) Ltd and Africa Global Operations (Pty) Ltd, collectively referred to as "Parties" or individually as "Party". ("Policy")*
2. *Each Party represents that it is familiar with (i) the South African Prevention and Combatting of Corrupt Activities Act, 12 of 2004, (ii) the U.S. Foreign Corrupt Practices Act 1977, (iii) the UK Bribery Act 2010, (iv) other public and commercial antibribery laws which may apply and (v) international anti-corruption treaties such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention against Corruption) (Anti-Bribery Laws')*
3. *Each Party represents that its performance vis-à-vis the envisaged and/or existing mandate/s, agreements and all business related activities between the Parties and/or*

FORENSIC REPORT

third parties and government officials ("Engagement Activities") have been and will be made in compliance with the Anti-Bribery Laws.

- 4. Each Party warrants that it and its affiliates have not made, offered, or authorised and will not make, offer, or authorise with respect to all Engagement Activities, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any officer or employee of the other party or any public official (i.e., any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organisation) or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate the applicable Anti Bribery Laws.*
- 5. Neither Party shall make any unofficial payment to a government employee/s to speed up an administrative process where the outcome is already pre-determined (facilitation payment) in the performance of its obligations in pursuance of Engagement Activities.*
- 6. Each Party agrees to maintain adequate internal controls and to keep accurate and complete records that support the payments due and all transactions pertaining to all Engagement Activities.*
- 7. Each Party represents that, to the best of its knowledge and belief, and save as disclosed to the other Parties, neither it nor any of its personnel have been investigated (or is being investigated or is subject to a pending or threatened investigation) or is involved in an investigation (as a witness or suspect) in relation to any breach of the Anti-Bribery Laws by any law enforcement, regulatory or other governmental agency or any customer or supplier; or has admitted to; or been found by a court in any jurisdiction to have engaged in, any breach of the Anti-Bribery Laws, or been debarred from bidding for any contract or business; or are public officials or persons who might otherwise reasonably be considered likely to assert a corrupt or illegal influence on behalf of the company. Each Party agrees that if, at any time, it becomes aware that any of the representations set out in this Policy are no longer correct, it will notify the other Parties of this immediately in writing.*
- 8. Each Party (the "Indemnifying Party") shall be liable for and shall indemnify, defend and hold the other (the "Indemnified Party") harmless to the maximum extent provided in law from and against any claims, losses, costs, fees, payment of interest, fines or other liabilities incurred in connection with or arising from the investigation of, or defence against, any litigation or other judicial, administrative, or other legal proceedings brought against the indemnified Party by a regulator or governmental*

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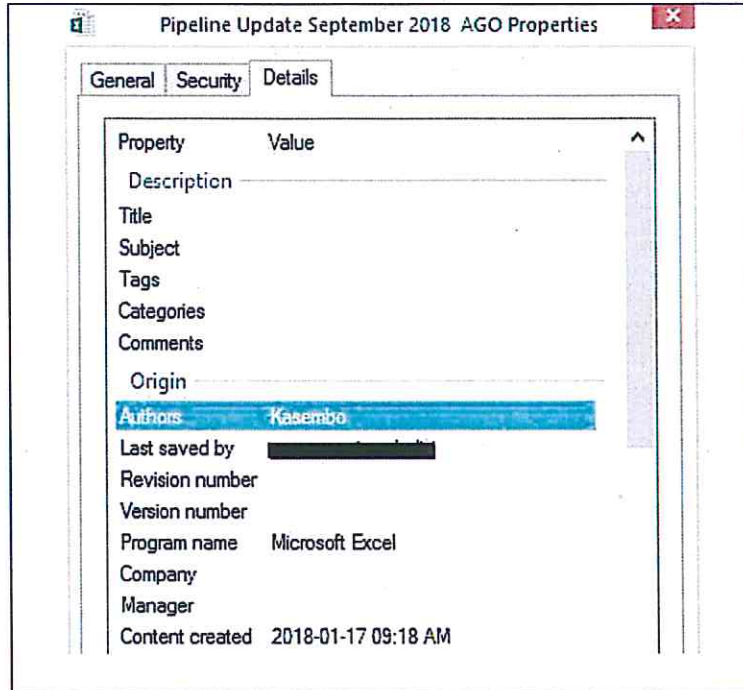
enforcement agency as a result of acts or omissions by the Indemnifying Party or its Affiliates, subcontractors or agents in violation of, or alleged to be in violation of, the Anti-Bribery Laws.

9. *Any breach of, or failure to comply with, the provisions of this Policy shall be deemed material and shall entitle the non-breaching Party to terminate all Engagement Activities forthwith.*
10. *The indemnity contained in this Policy shall survive the termination of all Engagement Activities.*
11. *No Party shall have the right to interact with government officials with respect to the matters which pertain or are the subject of any of the Engagement Activities without the written consent of the other Party or Parties.*
 - a. *Unless otherwise expressly provided for in this Policy and/or any other agreement reduced to writing:*
 - b. *No Party shall have the authority to represent and/or make decisions on behalf of the other Party or Parties.*
12. *Each Party may request that the other Party or Parties provide a certification to the effect that neither it nor any of its affiliates, directors, officers, agents or other representatives acting on its behalf in connection with the performance under all Engagements Activities have been engaged in any transaction or activity in violation of these Anti-Bribery Laws. Upon request a Party shall deliver such certification within 10 business days.*

Tax Invoice, dated 15 February 2018, from Blue Crane Capital (Pty) Ltd to African Global Operations (Pty) Ltd. The Tax Invoice was received from Blue Crane Capital by email in PDF format and the metadata thereto confirms that the document was created and last modified on 15 February 2018 and authored by 'Andile'. The contact person for AGO is stipulated on the Tax Invoice as Trevor Mathenjwa and email address Trevor.Mathenjwa@globaltechnologysystems. Further, the Tax Invoice stipulates the banking details of Blue Crane Capital (Pty) Ltd as an FNB account, with account number [REDACTED].

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“Pipeline Update September 2018 AGO”, an Excel spreadsheet setting out specific advisory projects in respect of the Advisory Mandate. A forensic examination of this document shows it was ‘created’ on **2018-01-17**. See below:



First P Venter Affidavit, signed and dated **18 December 2018**.

‘**Second P Venter Affidavit**’, signed and dated **10 April 2018** by Petrus Stephanus Venter.

In his second affidavit, of two pages some four months after his first sworn statement, Venter attempts to persuade the reader that he signed the first affidavit under duress and as the result of intimidation and blackmail and threats by a certain Angelo Agrizzi. Not once does he state in his second affidavit that the contents of the first affidavit are false. Nor does he say that he was forced to lie, He merely states that he was forced to make an affidavit. We are satisfied that the first affidavit of Venter contained what he believed to be the truth, despite the fact that his averments pertaining to Andile Ramaphosa were partly false, due to the fact that he had been misled by Watson. We believe that by April 2018, Watson had figured out the role of Venter and had, by fair means or foul, persuaded Venter to recant his December 2017 statement. The problem is he did not recant it, he merely states that he signed it under duress. We are of the opinion that the second statement is not worth the paper it is written on. Venter refers to alleged blackmail and intimidation by Agrizzi, without even giving proper details of such.

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RELEVANT PERSONS / ENTITIES

- Watson** Gavin Watson, id no. [REDACTED], the Chief Executive Officer of African Global Operations (Pty) Ltd.
- Andile** Andile Ramaphosa, id no. [REDACTED], the Managing Director of Blue Crane Capital (Pty) Ltd.
- Venter** Petrus Stephanus Venter, employed at D'Arcy Herman Inc., being the auditors and TAX consultants to African Global Operations (Pty) Ltd.
- The President** Matamela Cyril Ramaphosa, id no. [REDACTED], the President of the Republic of South Africa.
- Mathwasa** John Mathwasa, id no. [REDACTED], the Director and Founder of Offtake (Pty) Ltd.
- Mathenjwa** Sarom Smangaliso Duncan Mathenjwa, id no. [REDACTED], the Director of African Global Operations (Pty) Ltd and Global Technology Services (Pty) Ltd.
- Longworth** Margaret Longworth, id no. [REDACTED]. The sister to Petrus Venter and sole director of Miotto Trading and Advisory Holdings (Pty) Ltd.
- GTS** Global Technology Services (Pty) Ltd, Reg. no. 2005/000500/07
- AGO** African Global Operations (Pty) Ltd, Reg. no. 1981/012426/07, with *domicilium* address Smart Global Campus, 1 Windsor Road, Mogale City.
- Blue Crane** Blue Crane Capital (Pty) Ltd, Reg. no. 2014/034227/07, with *domicilium* address at [REDACTED], Johannesburg.
- Offtake** Offtake (Pty) Ltd, Reg. no. 2006/033139/07, with *domicilium* address at [REDACTED] Sandton, 2196.
- Miotto** Miotto Trading and Advisory Holdings (Pty) Ltd, Reg. no. 2016/020813/07, with registered address at [REDACTED] [REDACTED]. In Voluntary Liquidation.
- CR17** The Cyril Ramaphosa ANC presidential election campaign 2017

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INTRODUCTION

Forensics for Justice is a registered not for profit organisation with NPC No. 2015/25962/08. We carry out public interest work for the betterment of the people of South Africa. Our main focus is to expose corruption (see www.forensicsforjustice.org). In this investigation we have been provided with Forensic Services by Paul O'Sullivan & Associates.

In **September 2018**, Forensics for Justice lodged an 'enquiry' at the Directorate for Priority Crimes Investigative Unit ('DPCI') in respect of allegations of corruption against Mr Gavin Watson of Bosasa and then Deputy Minister Mr Vincent Smith, for the offences of Corruption and Racketeering. Forensics for Justice have published an extract of the criminal complaint on our website: <https://www.forensicsforjustice.org/portfolio-posts/the-looting-continues/>.

On **10 December 2018**, the DPCI formally converted the enquiry to a criminal docket on the CAS system at Sandton SAPS.

During the investigation, it was alleged by Mr Petrus Venter in an affidavit, signed on **18 December 2018**, that Mr Gavin Watson had instructed Venter to make an EFT payment of R3,000,000 to a company called Miotto Trading and Advisory Holdings (Pty) Ltd. According to Venters affidavit, Watson informed Venter that the R500,000 payment was to be onpaid to an account known as EFG2 with ABSA Bank which Venter says he was told by Gavin Watson, was a 'foundation / trust of Andile Ramaphosa'.

As a continuance of our investigations, we decided to carry out follow up interviews with a number of people. One of these follow-up interviews was with the President's son, Mr Andile Ramaphosa. We have also extensively interviewed Mr Bejani Chauke, who was the official campaign manager for Ramaphosa 'CR17'.

Forensics for Justice, as part of the investigation, requested Andile Ramaphosa to give us his version of events. Andile Ramaphosa attended the offices of Forensics for Justice and voluntarily handed over documentation pertaining to the by [✓]Petrus Venter. allegations

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THE ALLEGATIONS

By Petrus Venter:

The affidavit of Petrus Venter alleges, *inter alia*, at paragraph 12 thereof:

Gavin Watson took me to Natasha Olivier and instructed her to pay R 3 million from his personal account into Miotto Trading & Advisory Holdings (Pty) Ltd bank acc.

It must be noted that I could not question Gavin Watson as he would get upset with me, so I made the payments even though I knew that this was not correct

- *R 2.5 million was for the purchase of Ms. Gouws residential property and*
- *R 500,000 to Efg2 with an ABSA Bank account, I was merely told it was for a foundation / trust of Andile Ramaphosa, the son of the Deputy President of the republic of South Africa, I found this strange but wouldn't dare question Gavin Watson.*

The R 3 million was paid on 17 October 2017 into Miotto's bank account.

The affidavit of Petrus Venter alleges, *inter alia*, at paragraph 14 thereof:

I was instructed to pay the R 500,000 (part of the R 3 million payment which was received) to Efg2 into an ABSA account Gavin Watson mentioned that the payment is towards Andile Ramaphosa Foundation – proof of payment attached

By Others:

- The President is corrupt, or that the President received a R500,000 bribe from Bosasa / AGO.
- The President lied to Parliament.

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THE INTERVIEW

How Andile met AGO and what became of it

Andile advised Forensics for Justice that he first came to be introduced AGO in and during mid-2017. He was in discussions with a Chinese company by the name of Dahua, based in Hangzhou, China. See: <https://www.dahuasecurity.com> Dahua are specialists in electronic security integration, thereby providing a joined up solution for security. Our investigations have revealed that Dahua Technology are a significant player in electronic security, with global sales exceeding USD2.1Bn in 2016, and ranked second largest in the world. Andile says he wanted to roll out the integrated product offering of Dahua in East African countries and asked them if they had any South African or East African business associates.

The AGO Agreement

Andile was then introduced to a person by the name of Trevor Mathenjwa, of a company called Global Technology Services, which is an operating division of AGO. See: <https://www.globaltechsystems.com/>. As a result of the introduction, Blue Crane Capital entered into three months of sporadic discussions, which culminated in a consulting agreement, styled as an 'Advisory Mandate' between AGO, Blue Crane, and Offtake. The agreement was executed in counterparts on 5 December 2017 and 6 December 2017. We have a copy of the agreement in our possession and are satisfied that it is a genuine document. Andile signed for Blue Crane Capital. Unfortunately Andile forgot to date his signature, however he does remember signing it AFTER it had been signed by Trevor Mathenjwa, who signed for and on behalf of AGO on 5 December 2017. Andile seems to recall he signed it on the same day as John Mathwasa, who signed for Offtake on 6 December 2017.

In terms of the 'Advisory Mandate' Blue Crane and Offtake were to provide 'Strategic Advisory and Financial Advisory services' to AGO on a [REDACTED] plus VAT. We requested Andile to provide us with copies of invoices pertaining to the mandate and have received these. We are satisfied that there was a genuine commercial relationship between Blue Crane Capital and AGO and that the invoices were issued in the

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normal course of business. We note that the bank account of Blue Crane to which AGO paid the invoices, is an FNB account and is NOT the (ABSA / EFG2) account to which the R500,000 was paid by AGO, via Miotto in **October 2017**. Andile confirms he has never with any person from Edelstein Farber Grobler Inc.

The Anti-Bribery and Corruption Policy

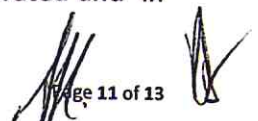
We have been informed by Andile that sometime in and during **January 2018**, a Blue Crane company decision was taken to retrospectively impose an anti-corruption and bribery policy. This led to such policy being incorporated and being sent to the parties to sign. Again it was signed in counterpart and a copy of the signed 'policy' has been provided to us. We note that it has been signed by the same parties as the Advisory Mandate, save for the AGO signatory, which on this document is Gavin Watson. The irony is not lost on us that Mr Watson chose to sign such a policy document at a time when he was engaged in activities which were in contravention of said policy, albeit not with Blue Crane Capital, but with others.

FINDINGS

Petrus Venter Allegations

There is no evidence to suggest Petrus Venter was being dishonest in his first affidavit. We have been able to corroborate most of what he has said, pertaining to bribes of Gavin Watson to other persons, other than the Ramaphosa's and there is no logical reason for him to fabricate anything. This by implication means that Watson intentionally misled Venter into believing that the R500,000 payment was intended for Andile Ramaphosa or a foundation controlled by him. During the interview with Andile, he at no time showed any stress, or any indications that he was being dishonest. He did not have to think about his answers, but quickly and confidently answered every question.

We therefore find that Venter was truthful, but that Watson made a fraudulent misrepresentation to Venter, to conceal the fact that he was actually making a R500,000 payment to the CR17 fund, held by attorneys Edelstein Farber Grobler Incorporated and in



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their trust account. The fact that Watson required the monies to be paid by a company (now liquidated) that was controlled by Venter's sister, is a red-flag for money laundering, with the intention to conceal source of funds.

Despite Venter having stated under oath in December 2017, that he found the payments to his sister's company to be suspicious, he did not comply with Section 34 of Act 12 of 2014, the Prevention and Combatting of Corrupt Practices Act or 'PRECCA', by reporting his suspicions to the authorities.

Other Person/s Allegations

The President is corrupt, or that the President received a R500,000 bribe from Bosasa / AGO:

There is no evidence that any funds were paid, directly or indirectly by Watson, AGO, or any agent of Watson or AGO to the President.

The President lied to Parliament: There is no evidence that the President lied to parliament.

When the question was sprung on him in Parliament, he already knew about business dealings between Andile and AGO and had also seen the contract and Anti-Bribery and Corruption Policy, so obviously assumed the payment being asked about in Parliament, was related to that contract. It was only AFTER the parliamentary question, that he was advised by Andile that he, Andile, had no knowledge of any R500,000 payment. At this stage the President did what any honest person would do, he wrote to Parliament as soon as he could, to set the record straight.


Business Relationship between Blue Crane and AGO: We are satisfied that a genuine business relationship existed between Blue Crane and AGO. The Pipeline Update spreadsheet which we have examined was 'created' a month after Blue Crane entered into the mandate with AGO. By September 2018 the spreadsheet listed 21 projects in process.

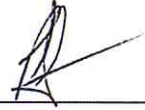
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RECOMMENDATIONS

1. Pay the R500,000 into an attorney's trust account, and provide a copy of the proof of payment to the investigating officer under Sandton CAS 302/12/2018. Further dealing with the R500,000 should await the outcome of the state's investigations.
2. Blue Crane would be advised to immediately terminate the mandate with AGO, which they can do in terms of the mandate. They should then make alternative arrangements to complete the relevant contracts in Africa, as neither AGO or Gavin Watson can be trusted.
3. Provide a copy of this report, with a covering affidavit by Andile, to the investigating officer on Sandton CAS 302/12/2018 with a request to the DPCI to investigate further charges against AGO / Gavin Watson of fraud, in that Watson appears to have induced Venter into believing that the payment of R500,000 was to Andile. The request to DPCI should include a request to investigate money-laundering on the part of Watson, assisted by Venter and Venter's sister. Finally, the request to DPCI should include a request to investigate a breach of Section 34 of PRECCA by Venter, for not reporting his suspicions to the authorities, as he is required to do.

In the public interest, Forensics for Justice intend to publish this report, having first complied with the Protection of Private Information Act, Act 4 of 2013, by redacting certain aspects of it.

DRAFTED BY: 

APPROVED BY: 

<p>Sarah-Jane Trent Bachelor of Law (LL.B) EXECUTIVE DIRECTOR sarah.trent@forensicsforjustice.org Tel: +[REDACTED] Fax: +27 86 234 573</p>	<p>Paul O'Sullivan Certified Fraud Examiner (CFE) FOUNDER paul.osullivan@poaa.za.com Tel: +[REDACTED] (RSA) Tel: +[REDACTED] (UK)</p>
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NPC No 2015/25962/08


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Absa Online: Notice of Payment

25 January 2019

Dear BARRY EUGENE FARBER

Subject: Notice Of Payment: HARRIS NUPEN AND MOL

Please be advised that you made a payment to HARRIS NUPEN AND MOL as indicated below.

Transaction number:	805AE4937F-1
Payment date:	2019-01-25
Payment made from:	EFG 2
Payment made to:	HARRIS NUPEN AND MOL
Beneficiary bank name:	NEDBANK
Beneficiary account number:	1062374045
Bank branch code:	146905
For the amount of:	500,000.00
Immediate interbank payment :	N
Reference on beneficiary statement:	
Additional comments by payer:	-

Please remember that the following apply to Absa Online payments to non-ABSA bank accounts.

- Payments made on weekdays before 15:30 will be credited to the receiving bank account by midnight of the same day but may not be credited to the beneficiary's bank account at the same time.
- Payments made on weekdays after 15:30 will be credited by midnight of the following day.
- Payments made on a Saturday, Sunday or Public holiday will be credited to the account by midnight of the 1st following weekday.

If you need more information or assistance, please call us on 08600 08600 or +27 11 501 5110 (International calls).

If you have made an incorrect internet banking payment, please send an email to digital@absa.co.za

Yours sincerely

General Manager: Digital Channels

This document is intended for use by the addressee and is privileged and confidential. If the transmission has been misdirected to you, please contact us immediately. Thank you.