

THE PUBLIC PROTECTOR

THE RESPONSE OF THE PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA, MR
CYRIL MATAMELA RAMAPHOSA

THE PUBLIC PROTECTOR'S PRELIMINARY FINDINGS ON THE COMPLAINTS
MADE BY THE LEADER OF THE OPPOSITION, MR MMUSI MAIMANE MP, AND THE
DEPUTY PRESIDENT OF THE EFF, MR FLOYD SHIVAMBU MP. THE NATURE,
PURPOSE AND OPERATIONS OF CR17



TABLE OF CONTENTS

INTRODUCTION	3
THE INVESTIGATION IS UNLAWFUL	6
THE PRESIDENT HAS A RIGHT TO QUESTION WITNESSES.....	8
THE NATURE, PURPOSE AND OPERATIONS OF CR17	10
The origin, nature and purpose of CR17	10
Key Messages - Build, Renew, Unite.....	11
Broader political engagement.....	13
The structure and operations of CR17.....	15
CR17 Campaign framework	17
Nature and Extent of the Campaign	19
CR17 campaign governance.....	19
Campaign Expenses.....	23
EFG 2.....	25
The Watson donation.....	30
PAYMENTS TO EFG2, THE RIA TENDA TRUST, LINKD AND CRF	30
Introduction.....	30
Payments to EFG2.....	32
Payments to Ria Tenda Trust.....	33
Payments to Linkd.....	35
Payments to CRF	37
THE PRESIDENT DID NOT MISLEAD PARLIAMENT.....	38
Background	38
Mr Maimane's question	39
The President's truthful answer.....	40
CR17 identified the mistake.....	41
The President set the record straight	41
The President is innocent of any wrongdoing.....	41
Any censure of the President would be unlawful.....	43
The Public Protector must act without fear, favour or prejudice	44
NO CONFLICT OF INTEREST	44
NO DUTY TO DECLARE THE CR17 DONATIONS	46
NO MONEY LAUNDERING	50
CONCLUSION.....	51

INTRODUCTION

1. The leader of the opposition, Mr Mmusi Maimane MP, (**“Mr Maimane”**) and the Deputy President of the EFF, Mr Floyd Shivambu MP (**“Mr Shivambu”**), laid complaints against the President of the Republic of South Africa, Mr Cyril Matamela Ramaphosa (**“the President”**) with the Public Protector. Their complaints arose from the President’s response in the National Assembly on 6 November 2018, to an allegation by Mr Maimane that he had proof that Bosasa had paid an amount of R500 000,00 into a bank account of the President’s son, Mr Andile Ramaphosa.
2. The campaign for the election of Mr Cyril Ramaphosa as President of the ANC, and for the election of others as elected members of the National Executive Committee of the ANC, known as **“CR17”**. It raised funds to finance the campaign *inter alia* by soliciting donations from funders. It held the funds in two bank accounts. One of them was a trust account held by attorneys Edelstein Farber and Grobler Inc (**“EFG”**). It was an Absa account called **“EFG2”**. One of the donations to CR17 deposited in EFG2 was a donation of R500 000,00 made by Mr Gavin Watson (**“Mr Watson”**) of African Global Operations (Pty) Ltd (**“AGO”**), formerly known as Bosasa.
3. CR17 campaign managers and the President (who was then the Deputy President of the Republic of South Africa) agreed that they would not tell him who had made donations to the campaign to avoid any suggestion that his goodwill could be bought. He was accordingly generally ignorant of the donations to CR17 including the one made by Mr Watson.

4. The Public Protector investigated the complaints and unilaterally extended the scope of her investigation. On 30 May 2019 the Public Protector issued a notice (“**the Notice**”) of her proposed findings to the President in terms of section 7(9)(a) of the Public Protector Act 23 of 1994 (“**the Public Protector Act**”).
5. This is the President’s response to the Notice in terms of section 7(9)(b)(i) and section 7(8) of the Public Protector Act. It is based on the following evidence:
 - 5.1. The President’s own evidence provided to the Public Protector. It includes the President’s statement of 1 February 2019, his supplementary statement of 11 March 2019, the documentary evidence he provided to the Public Protector and the oral evidence he gave in his interview with the Public Protector.
 - 5.2. The evidence provided to the Public Protector by the CR17 Campaign Manager and members of the CR17 fundraising committee. It includes the affidavits of Mr Motlatsi of 25 February 2019, Mr Chauke of 25 February 2019, Ms Nicol of 25 February 2019 and the oral evidence they gave to the Public Protector.
 - 5.3. The further evidence by the Public Protector describes in her Notice.
 - 5.4. The accompanying affidavit of the President, and the confirmatory affidavits of Bejani Chauke, Donné Nicol, James Motlatsi, Crispian Olver, Raymond Sifiso Dabengwa and Marion Sparg, all attached and marked “**CMR1**” to “**CMR7**”.
6. The President submits that the Public Protector’s proposed findings are wholly unfounded:
 - 6.1. He did not mislead Parliament about the Watson donation and in any event did not knowingly do so. Mr Maimane asked him to account for a payment of R500,000.00 which, Mr Maimane said, Bosasa had made into a bank account of the President’s son, Mr Andile Ramaphosa. The President truthfully

answered that Andile had told him that he had rendered consulting services to Bosasa for which it had paid him. The President did not know of the Watson donation to CR17 at the time. Donné Nicol, who had been a member of the fundraising committee of CR17, only told him, after his return from Parliament, that the payment Mr Maimane had mentioned, was in fact a donation Mr Watson had made to CR17. The President put the record straight, both in a letter to the Speaker and in a public statement.

- 6.2. The suggestion that the President had exposed himself to *“any situation involving the risk of a conflict between his official duties and his private interest or used his position to enrich himself and his son through businesses owned by AGO”*, is devoid of any substance. Mr Watson was a mere donor to the CR17 campaign. The President and CR17 campaign managers had agreed that it would not disclose the names of donors to him. The President accordingly did not even know that Mr Watson had made a donation to CR17 and never had any relationship of any kind with him or his company.
- 6.3. The President was not required, by the Executive Ethics Code, to declare the donations to CR17. The Code only requires members to disclose their own financial interests and those of their dependent children. The donations to CR17 belonged to the campaign and not the President. The President was not generally aware of the identities of donors or of the amounts of their donations to CR17. He was not required to declare them. This interpretation and application of the Code is borne out by the fact that other politicians, across party lines, also do not declare the contributions to their election campaigns.
- 6.4. The suggestion of a suspicion that the President may in some unspecified way have been involved in money laundering is absurd. It is based entirely on the fact that Mr Watson apparently routed his donation to CR17 via a private

company. The Public Protector apparently did not even ask Mr Watson why he had done so. But, whatever his explanation, the President in any event did not even know of the donation or its pedigree. The suggestion that he might in some unspecified way have been involved in money laundering is quite irrational.

7. The rest of this response is structured as follows:

7.1. We first set out the background to the CR17 internal ANC election campaign, which is critical to contextualise the rest of the submissions in this response.

7.2. We set out the President's responses to the Notice.

7.3. We conclude with a summation of the responses.

8. This response is in addition to the submissions and evidence already provided by both the President and the CR17 campaign to the Public Protector during her investigation. For the avoidance of doubt, all the previous submissions and evidence must be taken as if specifically incorporated in this response.

THE INVESTIGATION IS UNLAWFUL

9. The President does not accept that the Public Protector has jurisdiction to investigate the CR17 campaign and to make any findings in relation to it.

10. Section 6 of the Public Protector Act limits the powers of the Public Protector to investigating matters which concern public administration and the improper exercise of public or statutory powers. The CR17 campaign and its fund-raising operations do not concern public administration or the exercise of public or statutory power. Therefore, the Public Protector has no jurisdiction in terms of the Public Protector Act to investigate the matter at all.

11. Furthermore, to the extent that the Public Protector relies on the Executive Members' Ethics Act 82 of 1998 ("**the Members' Ethics Act**"), we point out that section 3(1) of the Members' Ethics Act only empowers the Public Protector to investigate alleged breaches of the Members' Ethics Act "**on receipt of a complaint**" contemplated in section 4 of the Members' Ethics Act. The Notice makes it clear that the complaints received by the Public Protector, and on the strength of which the investigation was initiated, centred on allegations that the President made "misleading" statements in Parliament on 6 November 2018. There is no complaint concerning the CR17 campaign, its operations and fund-raising endeavours. Once the Public Protector was satisfied that the business relationship between the President's son, Mr Andile Ramaphosa, or his company with AGO/Bosasa is above board and that the contract of which the President spoke when he answered Mr Maimane's question does in fact exist, the Public Protector should have closed her investigation. The Public Protector has improperly and unilaterally extended the scope of the investigation to include CR17 and whether anything done by the President in relation to CR17 breached the Members' Ethics Act.

12. The entire investigation into CR17 and its activities is unlawful. Should the Public Protector persist and make any finding in relation to CR17 and the President's alleged conduct or omissions in relation to the CR17 campaign, the matter will be taken on judicial review in due course. Nevertheless, in light of the gratuitous and false "findings" contemplated in the Notice, the President, while reserving his rights, has decided to address all the Public Protector's intended findings to demonstrate that there is no legal or factual basis for the preliminary conclusions reached by the Public Protector as set out in the Notice. It is sincerely hoped that the Public Protector will take heed of these representations and abandon her adverse findings in her final report.

THE PRESIDENT HAS A RIGHT TO QUESTION WITNESSES

13. On 7 June 2019, we sent a letter to the Public Protector requesting, on behalf of the President, an opportunity to question witnesses who appeared before the Public Protector, including Mr Watson, in order to assist the President in the preparation of his response to the Notice. This request was made in terms of section 7(9)(b)(ii) of the Public Protector Act, which provides that, in the case of a person who, in the view of the Public Protector, is being implicated in a matter being investigated by the Public Protector and where it appears that such implication may be to the detriment of that person or that an adverse finding pertaining to that person may result:

“Such person or his or her legal representative shall be entitled, through the Public Protector, to question other witnesses, determined by the Public Protector, who have appeared before the Public Protector in terms of this section.”

14. On 10 June 2019, we received a letter from the Public Protector’s legal representatives, Seanego Attorneys Incorporated (“**Seanego Attorneys**”), *inter alia*, requesting us to send them the questions we intended to put to Mr Watson, in order for the Public Protector to exercise her discretion in accordance with section 7(9)(b)(ii) of the Public Protector Act (annexure “**CMR8**”).

15. We duly complied with Seanego Attorney’s directive and on 12 June 2019 submitted some of the questions that we intended to put to Mr Watson (annexure “**CMR9**”).

16. On the same day, 12 June 2019, Seanego Attorneys replied (annexure “**CMR10**”), saying:

“We refer to your letter of even date and confirm that our client accedes to your request to question Mr. Gavin Watson.

We shall revert with a date and time for the questions session no later than noon on Thursday, 13 June 2019.”

17. Notwithstanding this undertaking, no arrangements were made by the office of the Public Protector for the questioning of Mr Watson.

18. Instead, we learnt surprisingly, in an article published in the City Press newspaper on 24 June 2019 (annexure “**CMR11**”), that our request to question Mr Watson had been refused on the basis that the Public Protector Act did not provide for the “cross-examining” of witnesses. The article further states that the questions that we had sent to Seanego Attorneys on 12 June 2019 had been forwarded to Mr Watson for his written response. The article states:

“...Segalwe said that Watson had until Tuesday to provide a written response to issues raised by Ramaphosa.

Mkhwebane had also decided that Watson should be allowed to provide his answers in writing as the Public Protector Act did not make provisions for a witness to be “cross-examined”, as happens in trial court...” (Our emphasis)

19. It is most unfortunate that the Public Protector has elected to deal with the President in this fashion.

20. The Notice did not include a transcript of Mr Watson’s evidence to the Public Protector. Without knowing what Mr Watson had said in evidence, we could not formulate a comprehensive list of questions. Our letter of 12 June 2019 to Seanego Attorneys made it clear that it merely listed some of the questions we intended to raise with Mr Watson. The Public Protector’s approach renders the rights guaranteed by the Public Protector Act nugatory.

21. It is most unfortunate that, when the Public Protector decided to go back on her undertaking to allow us to interview Mr Watson, she did not deign to inform us or the President directly, but chose to communicate her change of heart through the press.

This is highly irregular and prejudicial to the President. His rights remain fully reserved.

THE NATURE, PURPOSE AND OPERATIONS OF CR17

The origin, nature and purpose of CR17

22. The CR17 campaign brought together like-minded individuals to support the renewal of the ANC and the candidature of the President as the ANC president, and many others for election to the ANC's NEC. The campaign had broad political objectives, including the unity of the ANC and the restoration of its values and character. Through its communications and messaging, CR17 sought to engage ANC members and supporters in political debate and promote organisational development and unity in the ANC. While the core audience that the campaign sought to reach were ANC members, the campaign also sought to galvanize an anti-corruption movement and presented a particular vision and policy outlook to the broader progressive community, including civil society, faith-based organisations, traditional leaders, business, trade unions, students and the media.
23. In a media statement released in August 2017, responding to a report in the Sunday Times, the campaign managers described the purpose of CR17 as follows:

“The CR17 campaign promotes the unity and renewal of the African National Congress. It seeks to restore the values and character of the ANC as a selfless champion of the South African people. In advancing this effort, CR17 campaigns for the election of a leadership that has the commitment, capacity and integrity to effectively lead the organisation and the country.”

“Since its establishment, the campaign has called on all ANC members and supporters who share this objective to work together – within the structures, practices and discipline of the ANC – to build a united, strong and mass-based movement.”

24. The CR17 website described the campaign in similar terms:

“The CR17 campaign promotes the unity and renewal of the African National Congress. It seeks to restore the values and character of the ANC as a selfless champion of the South African people.

CR17 calls on all ANC members and supporters who share this objective to work together – within the structures, practices and discipline of the ANC – to build a united, strong and mass-based movement.”

Key Messages - Build, Renew, Unite

25. The overall theme of the campaign was one of renewal and, in many ways, it set the scene and was the precursor for the “New Dawn” that has inspired so many South Africans since the President was first sworn in on 15 February 2018.

26. The key messages that the campaign communicated, via various platforms, including a dedicated website, online newsletters, social media, email, lectures and speeches were:

26.1. Unity is paramount:

26.1.1. Only a united ANC can improve people’s lives.

26.1.2. South Africans must unite behind a shared vision of change.

26.1.3. The leadership the ANC elects at its national conference should and must unite us, whoever it comprised of.

26.2. This is a moment of renewal:

26.2.1. Renew the values and restore the organisational integrity of the ANC.

26.2.2. The ANC is not for sale.

- 26.2.3. Renew the ANC's commitment to the values of the Constitution.
- 26.2.4. Build a social compact for fundamental change.
- 26.2.5. Renew the bond between the people and the movement.
- 26.2.6. The ANC needs cadres who are committed to serve no other interest than the interest of the people.

- 26.3. Build a society founded on honesty and integrity:
 - 26.3.1. End corruption and state capture.
 - 26.3.2. Transform law enforcement institutions.
 - 26.3.3. Reform state owned entities.
 - 26.3.4. Return South Africa to a country of integrity.

- 26.4. Transform the economy and create inclusive growth:
 - 26.4.1. Grow an economy that benefits all.
 - 26.4.2. Make sure that our economy is working to include and benefit the poor, landless and marginalised.
 - 26.4.3. Focus on growth and job creation.
 - 26.4.4. Redistribution of wealth.
 - 26.4.5. Competent economic management.

- 26.5. Eradicate poverty and reduce inequality:
 - 26.5.1. Break the cycle of poverty through education.
 - 26.5.2. Empower the poor through the transfer of assets.

- 26.5.3. Reduce income inequality.
- 26.6. Build a society founded on non-racialism and non-sexism.
- 26.7. Promote self-actualisation:
 - 26.7.1. Promote participatory democracy.
 - 26.7.2. Self-actualisation.
 - 26.7.3. Plant seeds of self-belief and the ability to bring about change.

Broader political engagement

- 27. From the outset, CR17 determined that the campaign should not focus simply on promoting an individual's candidacy but should also present a vision for the ANC and the country by electing an ethical leadership collective. The campaign dedicated much effort and resources towards organisational renewal and cadre development, developing a range of communications products that covered policy issues, current debates and struggle history.
- 28. One of the communications platforms was a weekly newsletter, known as #Siyavuma, which was sent to supporters by email. #Siyavuma covered organisational matters, policy issues and ANC history, among others.
- 29. These are some examples of content from the first three of the thirty weekly #Siyavuma newsletters:

"Welcome to the first edition of #SIYAVUMA, the weekly newsletter of the CR17 campaign. The newsletter will focus on the task of promoting the unity and renewal of the ANC and the work that needs to be done to build a more equal society. All ANC members, supporters and interested South Africans are encouraged to subscribe to receive the newsletter by email every week. It is also available in a format that can be printed and

circulated to structures and other interested groups. We hope you find it interesting and encourage you to get involved in the conversation through our various online platforms.”

“Welcome to the second edition of the #SIYAVUMA weekly newsletter. In this issue we focus on the building and renewal of the organisation as well as commitment. We discuss the need to prepare our youth for the workplace of tomorrow, ensuring that our entire approach to skills development is rooted in the future – while redressing injustices of the past and challenges of the present. We also talk about how to develop honest, humble and selfless cadres. Only by staying true to the cause of our people and by mobilising across all strata in society will we be able to build a united nation.”

“Welcome to the weekly #SIYAVUMA newsletter. In this edition we take a look at the ongoing struggle to build a more equal society, as well as how to build ANC branches that are rooted in the real needs of the people. While tremendous progress has been made in many avenues of our society, great challenges remain. Overall emphasis needs to be towards development of long-term productive assets, and benefits of growth must be more equitably shared among all South Africans.”

30. The CR17 campaign produced a special illustrated version of the seminal ANC document, ‘Through the Eye of a Needle’, as part of its political education effort. This document discusses what is expected of ANC leaders and how the election of leaders should be conducted.

31. The CR17 campaign ran a programme to encourage ANC members to organise Umrhabulo events (political discussions and events) to encourage engagement in political discussion. As outlined in an infographic distributed through CR17’s digital platforms:

“Through CR17 Umrhabulo events we can discuss:

The kind of leadership we want

*The true values and principles of the ANC
How to unite, renew and build the organisation
Solutions to address the challenges facing our movement”*

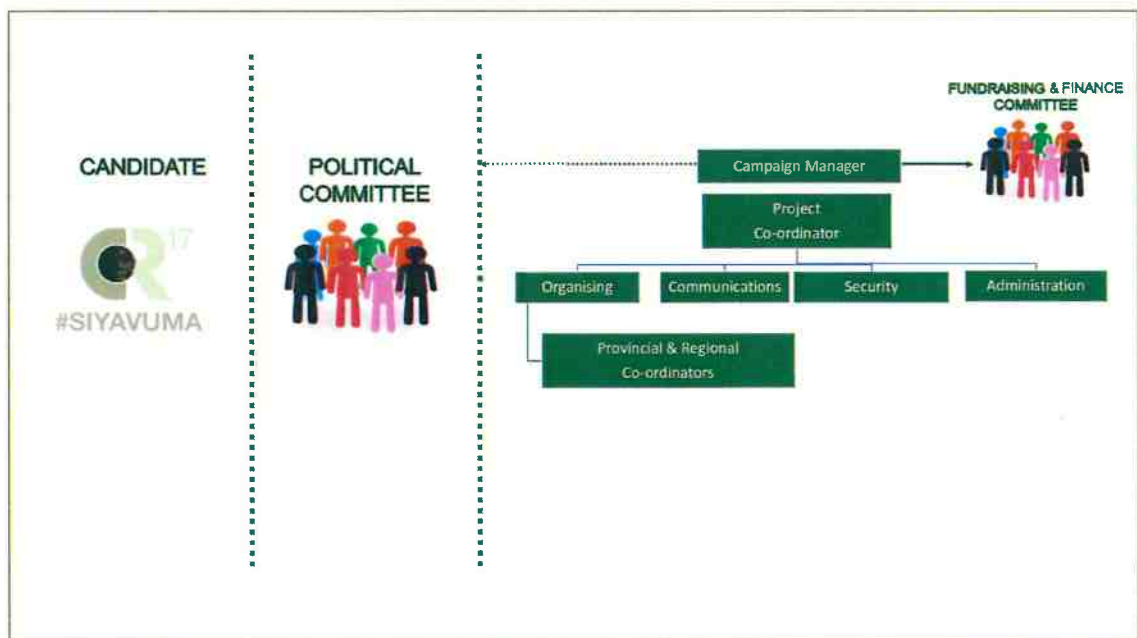
32. Over the course of nearly a year, through its various communications channels – including its website, Facebook, Twitter, and Instagram – CR17 undertook a massive political education and conscientisation campaign, aimed not only at supporting the election of the President and other members of the NEC, but also at shaping the ANC into a more effective and trusted popular movement.
33. CR17 was just as interested in the character of the ANC that emerged from the 54th National Conference in December 2017 as it was with who was elected to its leadership. It moved from the premise that we will not be able to build a better life for the people of South Africa without a strong, united and capable ANC and without a return to the core values upon which the party was founded.
34. The CR17 campaign went through a number of phases from its early genesis in terms of the discussions and meetings that took place to the testing of the waters in relation to the potential support of the movement for the renewal of the ANC and support for the candidates CR17 promoted. There was overwhelming support throughout the provinces and within the structures of the ANC for CR17.

The structure and operations of CR17

35. From May 2017, the CR17 campaign was a national operation intended to captivate a far-reaching audience across the political landscape and multiple societal sectors. To achieve this objective required a phased approach

accomplished by full-time, committed campaign managers, organisers and co-ordinators.

36. The campaign offices were the spine of the day-to-day administration and operations of the CR17 campaign. The campaign manager was Bejani Chauke. He headed a team of organisers and fieldworkers and played an oversight role, bearing the ultimate responsibility for the overall success of the campaign. Marion Sparg was the Project Manager.
37. Campaigns and mobilization were the bedrock of CR17. The objective was to mobilise as many ANC members and supporters in favour of the renewal of the ANC and the objectives of CR17.
38. The President was not involved in the management or the operations of the campaign. He did not participate in organising, communications, administration, and security co-ordination of the campaign.
39. The organisational and operating structure of CR17 is set out below; and explained in the sub-sections that follow.



CR17 Campaign framework

40. CR17 had the following managerial, administrative and operational components.

National Campaign Manager

40.1. The National Campaign Manager, Bejani Chauke, was the head of the campaign, overseeing all aspects of the campaign and responsible for the overall success of the campaign and ensuring that the campaign delivered on its objectives.

Project Manager

40.2. The Project Manager, Marion Sparg, was responsible for planning, co-ordination, execution and monitoring of the campaign activities.

Political Committee

40.3. This body was responsible for providing overall political direction and guidance to the campaign. It was not involved in the day-to-day operations of the campaign. The Political Committee consisted of NEC members, Provincial Executive Committees' and Regional Executive Committees' members, representatives from the alliance partners and constituency co-ordinators, who were responsible for delivering political support from the provinces and the constituencies. The National Campaign Manager, Bejani Chauke, was the main channel of communication, keeping these participants abreast of the campaign's progress.

Fundraising

40.4. The Fundraising Committee comprised of James Motlatsi; Donné Nicol; Sifiso Dabengwa and Crispian Olver. This committee was responsible for mobilising funds and resources for the campaign and acted as trustees of the trust

established for the campaign. It held the final responsibility for the campaign budget and received reports on campaign expenditure.

Organising and Campaigns

40.5. The purpose of this committee was to run mobilisation and branch membership outreach programmes in the first phases, establish and co-ordinate provincial and regional organising structures for the campaign and conduct political education and constituency work.

Communications

40.6. Media and communications were a vital support to mobilization and groundwork. The communications office functioned as the hub of all communications for the campaign with timely, accurate and up-to-date media responses, media briefings and social media campaigns. This media work was essential to manage the positioning of CR17 and the renewal of the ANC, promote the broader objectives of the campaign and undertake crisis management, if required.

Security

40.7. The security committee co-ordinated overall security and risk managements strategies, conducted regular threat assessments and advised on appropriate security measures for the campaign.

Finance

40.8. This committee managed the finances of the campaign and was responsible for the day-to-day bookkeeping and provision of reports to the Project Manager and the Fundraising Committee.

Administration and Logistics

- 40.9. This committee managed and coordinated the office activities and administration, procurement and logistical support for the campaign and assisted in coordinating and providing support to meetings and bigger gatherings.

Nature and Extent of the Campaign

41. CR17 was a national campaign with a national office in Johannesburg. Each province and each ANC region had its own CR17 co-ordinator. The campaign was started and conducted by ANC members across the country with the intention of ensuring a leadership of the ANC which is committed to an identified set of values.
42. Members of the organising committee criss-crossed the country, working closely with provincial and regional structures to ensure that programmes were aligned with the overall CR17 vision. ANC and alliance leadership who supported the CR17 campaign addressed rallies, lectures and meetings across country, addressing important constituencies and supporters. In these discussions, it was always emphasised that the leadership which should emerge at the Nasrec conference must be committed to the renewal of the ANC and be committed to a certain set of values.
43. CR17 also had co-ordinators for key constituencies, such as the youth in each province and in most ANC regions.

CR17 campaign governance

44. It was agreed by the CR17 National Campaign Manager, Bejani Chauke, and the Fundraising Committee, namely James Motlatsi; Donné Nicol; Sifiso Dabengwa and Crispian Olver, that since this was a national campaign with political objectives, it would be open for any individual, who cares about the future of the ANC, the

future of the country and supports the President's vision and candidacy for president of the ANC, and the election of an ethical leadership to the NEC, to contribute to the campaign. The individuals who contributed ranged from active members of the ANC to non-members.

45. CR17 promoted unity in the ANC, as well as the election of the best candidate for each position in the ANC leadership, which positions would be the subject of contest at the ANC National Electoral Conference in December 2017. For completeness sake, there are 80 directly elected positions in the National Executive Committee of the ANC. The intention was to ensure that each of these were suitable persons by reference to their ethical and moral position and their general support of the ANC revival.
46. It was CR17 management and the Fundraising Committee that decided that the President would not be directly involved in the solicitation of funds for the campaign.
47. From September 2015 to May 2016, Bejani Chauke was in charge of the logistics of the campaign and, because of the shortage of money, campaign expenses were paid for directly by the President. The total amount contributed by the President during this period was R200,000.00. This was not a benefit to the President. Instead, the President was spending his own money for the benefit of the campaign.
48. In November 2016, Donn  Nicol made a donation to the campaign of R350000.00. She made a further donation of R10 000 (ten thousand rand) in December 2016.
49. On 16 January 2017, Mr Motlatsi donated R100 000.00 (one hundred thousand rand) into EFG2 and agreed to work on the campaign's Fundraising Committee.

50. On 27 January 2017, the President donated R1 000 000.00 (one million rand) into the account of Linkd, which was the service provider supplying administrative and financial services to CR17.
51. In February 2017, Mr Sifiso Dabengwa donated R500 000. into EFG2, and Mr James Motlatsi donated a further R500 000.00.
52. On 12 September 2017, Donné Nicol deposited R500 000 to the account of Linkd as a loan to the campaign.
53. On 12 September 2017, The President donated R5000 000 into the account of Ria Tenda.
54. On 27 September 2017, Donné Nicol deposited R300 000 into the account of Linkd as a loan to the campaign
55. On 17 November 2017, The President deposited R20 000 000 into the account of Ria Tenda Trust as a loan to the campaign.
56. On 6 December 2017, the President deposited R10 000 000 into the account of Ria Tenda Trust as a loan to the campaign
57. On 28 July 2018, The President deposited R1 000 000, into the account of Ria Tenda Trust as a loan to the campaign.
58. Fundraising was handled by senior members of the team, whose task was to ensure that the campaign was well resourced, and that finances were well managed. Strategic fundraising was carried out at various points in the campaign.

59. Potential funders were informed that the objectives of the campaign were to:
- 59.1. Run a principled campaign around a coherent vision for growth and development, transformation and clean government, rather than about personalities;
 - 59.2. Promote unity in the ANC, run the campaign in ways that bring different groups together around a common vision;
 - 59.3. Promote the election of the best candidate for each position in the NEC and move away from 'slates' and factionalism;
 - 59.4. Build the ANC as an organisation, taking into consideration the need for a new operating model;
 - 59.5. Improve the quality of ANC leadership and make use of veterans and stalwarts of the movement to do this; and
 - 59.6. Return to a principled approach to good governance in the ANC, reviving the values of the movement's great leaders such as Nelson Mandela, Oliver Tambo and Walter Sisulu, among others.
60. The President was generally not aware of the donations, except for his own donation as well as the contributions of James Motlatsi, Sifiso Dabengwa and Donn  Nicol.
61. The Finance Committee oversaw all campaign finances and was responsible for ensuring that funds were spent economically and for the purpose for which they were intended which was the payment of the expenses of the campaign, the categories of which are set out in paragraph 65 below. There were certainly no individual 'beneficiaries' of the campaign funds. No individual received payment

that was not in respect of services rendered to the campaign. If there was a beneficiary, it was CR17 and all that it stood for.

62. Various potential donors were contacted by the fundraising team to solicit donations to CR17. Potential donors were asked to deposit their donation into either EFG2 or the Ria Tenda Trust (once the trust bank account was established in May 2017). All donations received by the Ria Tenda Trust were assessed by Standard Bank and a CR17 representative, in terms of the Financial Intelligence Centre Act, 2001. This was a regular exercise undertaken by the CR17 campaign.
63. On 30 May 2017, Donn  Nicol sent a letter to EFG instructing them that all further payments from account EFG2 should be made to Linkd or to the recently established Ria Tenda Trust. Linkd and the Ria Tenda Trust would then disburse payments on the instructions of the Fundraising Committee. However, following the establishment of the Ria Tenda Trust, no payments were made by EFG to Linkd. All payments from EFG2 were made to the Ria Tenda Trust account.
64. CR17's funds accordingly were raised from party members, the President himself, as well as party supporters and interested parties. The purpose of the funds was to promote a new ANC leadership with Cyril Ramaphosa as President at the 54th National Conference of the ANC to be held in December 2017. His candidature was proposed and supported by individuals and structures within the ANC who shared the vision and direction enunciated by CR17 for the ANC.

Campaign Expenses

65. The costs of running a campaign and of ensuring that the work of each of the committees described in paragraph 40 was significant. The areas of expenditure were the following:

- 65.1. The salaries of full time personnel working in the national, provincial and regional structures of the campaign.
- 65.2. The costs associated with conducting rallies and events across the country, on some occasions as many as three or four being conducted simultaneously in different provinces. This included transport of members and supporters, venue hire, food and refreshments, the hiring of communications equipment and other equipment for the rallies. In certain instances, there were accommodation costs as well.
- 65.3. Mass meetings, constituency meetings, regional meetings and extensive branch meetings, many of which incurred the same types of costs associated with staging an event or rally.
- 65.4. Extensive pre-elective conference meetings and preparation which included travel, venues, accommodation and food.
- 65.5. The costs of the communications and public relations campaign, which had a large social media component, were high and included payments to subcontractors and agencies.
- 65.6. The costs of promotional materials including T-shirts, pamphlets, leaflets, posters and booklets, which were transported all over the country.
- 65.7. Travel and accommodation costs, including airfares, and car hire all over the country.
- 65.8. The costs of security which included office security and security at rallies and mass meetings; and also for certain ANC members who were part of the campaign and were stationed in volatile areas.

66. The categories of costs set out above were incurred over an extended period of time from 2016 onwards, however, they escalated significantly from early 2017 through to and during the ANC National Conference which commenced on 16 December and ended on 20 December 2017.
67. No money was taken from the campaign and given to the President or his family in any manner whatsoever. In fact the President contributed R6 200 000 to the campaign and loaned the campaign a further R31 million of which the campaign has only refunded him R21.5 million.

EFG 2

68. EFG is an established law firm based in Illovo, Johannesburg. EFG employs several attorneys and provides legal services in a variety of practice areas to an array of clients. To comply with the legal framework, namely the Legal Practice Act, 28 of 2014, EFG operates a business account and a trust account.
69. EFG 2 is the trust account established by the CR17 campaign at the law firm of EFG and into which donors made donations to CR17. A 2% commission was paid to EFG on all amounts deposited by donors into the EFG2 account.
70. ABSA bank advised EFG and CR17 that it should not use the EFG 2 trust account on a regular basis to make payments to service providers. Another account was therefore needed to this end. CR17 established the Ria Tenda Trust and directed that regular payments be made from its account.
71. In order to assist in this process, CR17 appointed Linkd as a service provider to CR17 to take responsibility for the payment of CR17 salaries, related financial services, administrative assistance to CR17, and also to make payments to service providers. A Service Level Agreement was concluded between the Ria Tenda Trust (the Customer) and Linkd (the Service Provider) for the provision of

accounting and financial administration services, the allocation of payments to budget items and payment of salaries and payroll services to support and sustain the objects of the Ria Tenda Trust.

72. CR17 occasionally requested the Cyril Ramaphosa Foundation (“**the CRF**”) to provide venues for meetings and also provide additional assistance. Donné Nicol was the CEO of the CRF at the time (and until September 2018). CR17 reimbursed the CRF for all of these costs. This was done on an arms’ length basis and CRF was reimbursed for a total amount of R335 735.42.
73. CR17 also paid an amount of R5 000 000 to CRF on the 26 October 2017 for a communications campaign to promote the longstanding and excellent work of CRF in response to negative attacks on the President.
74. The President was not involved in any decision where venues and additional assistance were sought from the CRF by the CR17 campaign. He would not be involved in any decision such as reimbursement for services rendered by the CRF to the CR17 campaign. No payments made by the CR17 campaign to the CRF benefited the President personally in any manner whatsoever.

The Cyril Ramaphosa Foundation

75. Established as the Shanduka Foundation in 2004, to be the corporate social investment arm of the Shanduka Group, the foundation’s name has since changed to the Cyril Ramaphosa Foundation (“**CRF**”), following the President’s divestment from the Shanduka Group in 2014. It is an independent public benefit organisation that aims to improve lives by creating opportunities through education and enterprise development.
76. CRF’s vision is to be an innovative and effective agent of social and economic change focused on improving lives and creating opportunities in the communities

it serves. Registered as a trust and public benefit organisation, CRF operates in the key areas of education, entrepreneurship, youth development, women and children, social cohesion and nation building.

77. The President and his family have never been beneficiaries of CRF and in fact have been significant donors to the Foundation. In aggregate, he has contributed close to R220 million to CRF. He initially set aside 5% of his shareholding in the Shanduka Group for two trusts that now form CRF. These shares were realised when the President divested from the Shanduka Group. On becoming Deputy President of the Republic he also donated shares in other companies to CRF. He also supports CRF's partner entities with donations for students and has also made donations to Adopt-a-School.
78. CRF effectively delivers on its mandate through four implementing partner entities, namely:
 - 78.1. The Adopt-a-School Foundation: This is a non-profit company which implements a 'Whole School Development' model with the committed support of private sector partners. It hosts annual fundraising functions since 2007 known as Back-to-School parties, at which money is raised for disadvantaged schools. The KST: This is a collaboration between CRF and the Kagiso Trust. KST implements the 'District Whole School Development Programme'.
 - 78.2. The Cyril Ramaphosa Education Trust: This a trust that provides bursaries for tertiary study and holistic support for students, as well as essential work experience opportunities. CRET partners with corporate sponsors and individual donors to achieve its objectives.
 - 78.3. Black Umbrellas: This is an organisation that develops small businesses through a nationwide, three-year incubation programme in partnership with the

private sector, government and civil society to address the stunted entrepreneurship and failure rate of 100% of black owned emerging businesses.

79. To date, R359 million has been contributed by CRF and over R1 billion has been leveraged through its partner entities to programmes that support development in the key focus areas. In addition, the Adopt-a-School Foundation and KST combined, have worked in over 450 schools and benefitted over one million learners. Over 1 400 small businesses have been incubated by Black Umbrellas, which have earned a combined turnover of R2.87 billion and created close to 12 000 jobs.

80. The CRF is governed by a board of seven trustees. As the founder, the President's values are infused throughout the work of the CRF, but his involvement is limited to his role as a board member. He is not involved in the management and operations of the trust. The day-to-day operations are managed by an executive management team, supported by a staff complement across the partner entities of 133 people. The partner entities have independent boards on which the CRF has representation.

Ria Tenda Trust

81. The Ria Tenda Trust was founded by the Fundraising Committee of CR17 in 2017 to advance the social, political and economic interests of South Africa as a whole and to advocate for the establishment and maintenance of non-racist, non-sexist, democratic, ethical, accountable and properly functioning social, political and economic environments in South Africa. The Letters of Authority of the Ria Tenda Trust were issued by the Master of the South Gauteng High Court on or about 13 April 2017.

82. The Ria Tenda Trust was mandated to receive donations that were made towards the CR17 campaign. A copy of the Ria Tenda Trust deed is attached marked "**CMR12**".

83. The trust deed of the Ria Tenda Trust stipulates that no trustee, of which there are four, shall be a beneficiary of the Ria Tenda Trust, nor shall any related person in respect of any trustee be a beneficiary. The trustees are charged with managing and administering the trust fund and are bestowed with broad ranging powers to give effect to this mandate.
84. The President did not establish the Ria Tenda Trust. He had no role in directing its operations as these were done separately and independently of him.

Linkd Environmental Services

85. Linkd is a private company, registered in 2008. It is independent of CR17. Linkd offers a variety of services to the public and private sector including, but not limited to: project management, advisory services, knowledge management and Information Technology services, and sustainable strategic planning services.
86. In 2017, a service level agreement was concluded between the Ria Tenda Trust (the customer) and Linkd (the service provider) for the provision of accounting, financial administration, allocation of payments to budget items and payment of salaries and payroll services to support and sustain the objects of the Ria Tenda Trust. All monies received by Linkd for the purposes of the CR17 campaign were disbursed according to an approved budget and on instruction from the CR17 campaign management. These transactions have been audited and verified by the company's auditors.
87. The President had no involvement with Linkd. He was not involved operationally in any decision related to the transactions between Linkd and the Ria Tenda Trust.

The Watson donation

88. In about September 2017, James Motlatsi, in his capacity as a member of the Fundraising Committee, approached Mr Watson to discuss a donation to the CR17 campaign. Mr Motlatsi did not discuss the approach to Watson with the President.
89. Mr Motlatsi and Mr Watson met at AGO's offices in Randfontein to discuss the possibility of a donation to the CR17 campaign. Mr Watson agreed to make a donation of R 500 000.00 to CR17.
90. Mr Motlatsi told Mr Watson that Ms Donn  Nicol would contact him and that she would explain the donation process. Ms Donn  Nicol sent Mr Watson the banking details for the fundraising accounts, namely, account EFG2 and the Ria Tenda Trust account.
91. On 18 October 2017, the donation of R 500 000.00 from Mr Watson was paid into EFG 2.
92. The President was not informed of this donation at the time. He was only informed about it after the question session in Parliament on 6 November 2018. Ms Donn  Nicol informed him that the EFG2 account referred to in Mr Maimane's supplementary question, was the attorney's trust account that had been used by the CR17 campaign to receive funds for the campaign.

PAYMENTS TO EFG2, THE RIA TENDA TRUST, LINKD AND CRF

Introduction

93. The Public Protector states that she subpoenaed the bank records of the EFG2 account from two banks in order to establish whether the movement of the money

between the bank accounts was improper, as alleged by the complainant, and if there was a suspicion of money laundering.¹ She reaches the following conclusion:

*"I can also confirm that large sums of money were transferred by various benefactors into the EFG2 trust account for the CR17 campaign from where it was disbursed by the attorneys to several beneficiaries, including Ria Tenda Trust, Linked Environmental Services and Ramaphosa Foundation Trust to name a few."*²

94. We have explained what the Ria Tenda Trust, Linkd and CRF are, as well as why payments were made to them.
95. It should also be noted that CR17 funds were spent on a variety of items, including office rental and administration, travel and accommodation, salaries, marketing and communication campaigns, media monitoring, research and security. Expenses were incurred at both national and provincial level, since the campaign included mobilisation and campaign activities across the country.
96. Rallies and events were held across the country, involving the hiring of venues, travel and other logistical costs. Provincial and regional campaign co-ordinators organised these events and were paid monthly stipends. Support was also provided to ANC members attending branch meetings in preparation for the ANC National Conference in December 2017. Items such as leaflets, t-shirts and booklets containing campaign messaging and information were also printed and distributed.
97. Monthly budgets and expenditure reports were submitted to and approved by the Finance Committee. Therefore, the "large sums of money" referred to by the Public Protector were perfectly lawful, did not breach any laws, were necessary for the overall running of the campaign and the payments did not constitute

¹ Section 7(9) Notice paragraph 9.3.10.55

² Section 7(9) Notice paragraph 9.3.10.57

maladministration. No monies went to the President or his family. The President, to the contrary, was one of the donors to the CR17 campaign.

Payments to EFG2

98. The Public Protector says that an amount of R191 482 227.43 was deposited into the EFG2 account between 6 December 2016 and 1 January 2018 and that R190 108 227.00 was transferred out of this account in the same period.³
99. In relation to deposits made into EFG2, it should be noted that between 6 December 2016 and 1 January 2018, R182 143 862.85 was deposited into EFG2. This amount increased to R191 532 144.55 as at 29 January 2018.
100. Therefore, the Public Protector's finding that R191 482 227.43 was deposited into EFG2 between 6 December 2016 and 1 January 2018, is incorrect.
101. It appears that the Public Protector may have considered the incorrect period when determining the abovementioned amounts. This inference is drawn on the basis that, if the period between 6 December 2016 and 29 January 2018 (as opposed to 6 December 2016 and 1 January 2018) is examined, there is only a R49 917.12 discrepancy between the amount that the Public Protector alleges was deposited into EFG2 and the amount that was actually deposited into the account.
102. With respect to transfers out of the EFG2 account, the Public Protector alleges that R190 108 227.00 was transferred out of EFG2 between 6 December 2016 and 1 January 2018. This finding is also incorrect. Only R181 873 991.15 was transferred out of EFG2 during the aforementioned period. This amount increased to R191 396 682.49 as at 29 January 2018.

³ Section 7(9) Notice paragraph 9.3.10.58

103. Therefore, the Public Protector's findings in relation to payments made into the EFG2 account and from the EFG2 account between 6 December 2016 and 1 January 2018 are inaccurate.
104. It should also be noted that, in addition to receiving donations towards the CR17 campaign and disbursing the funds in accordance with the instructions of CR17, the legal firm that opened and administered the EFG2 account, namely EFG, also paid bank charges to ABSA bank and received interest on the amounts in the EFG2 account. The bank charges that were paid from EFG2 between 6 December 2016 and 1 January 2018 totalled R1 963.05. The interest earned on the EFG2 account during this period was R53 571.91. It is unclear whether the Public Protector took these transactions into account when arriving at her findings.

Payments to Ria Tenda Trust

105. The Public Protector asserts that she has evidence that an amount of R388,544,340.34 was deposited into the Ria Tenda Standard Bank account between 1 January 2017 and 20 February 2019 and that R388 518 464.55 was transferred out of the account.⁴
106. It should however be noted that the Ria Tenda Trust account was only opened on 29 May 2017. Therefore, it is unclear why the Public Protector's enquiry into the account commences on 1 January 2017 - some five months prior to the account being opened.
107. It should also be noted that Ria Tenda had a current account and a money market account. When money was deposited into the current account and it was not required immediately, it would be transferred into the money market account to ensure that interest was earned. This money was then transferred back into the

⁴ Section 7(9) notice paragraph 9.3.10.59

Ria Tenda current account as and when it was required. However, it appears that the Public Protector did not consider these inter-account transfers. As a result, the Public Protector has double counted the amounts that were paid into the Ria Tenda current account, as she did not realise that a certain portion of these amounts were the same monies that were transferred out of the Ria Tenda current account and into the money market account, as they were not required by CR17 at that particular time.

108. By way of illustration, in 2017, R331,067,376.80 was paid into the Ria Tenda current account. R114,573,997.00 of this amount was received from the money market account. Therefore, only R216,493,379.80 was paid into the Ria Tenda current account in 2017.
109. In 2018, R53,776,963.54 was paid into the Ria Tenda current account. R17,480,000.00 of this amount was received from the money market account. Therefore, only R36,296,963.54 was paid into the Ria Tenda current account in 2018.
110. In 2019, R3,700,000.00 was paid into the Ria Tenda current account, and this entire amount was received from the money market account.
111. Therefore, a total of R252,790,343.34 was paid into the Ria Tenda current account from sources other than own funds, and not R388,544,340.34, as alleged by the Public Protector.
112. In total, R135,753,997.00 was paid into the Ria Tenda current account from the money market account between 31 May 2017 and 20 February 2019. As previously stated, it appears that the Public Protector erroneously included this amount when calculating the amounts that were paid into the Ria Tenda account.

113. In relation to payments made out of the Ria Tenda account, the Public Protector has correctly found that a total of R388,518,464.55 was transferred out of the account. However, it should be noted that, included in this amount, is a total of R140,089,979.00 that was transferred from the Ria Tenda current account into the money market account.

Payments to Linkd

114. The Public Protector says that an amount of R441 179 572.43 was deposited into the Linkd account between 15 December 2016 and 13 February 2019 and an amount of R441 147 804.83 was transferred out of this account in the same period.⁵ She is however mistaken for the following reasons.

115. The first payment to Linkd from the CR17 campaign was on 27 January 2017. Therefore, it is unclear why the Public Protector would consider any period prior to 27 January 2017 in her investigations into Linkd.

116. The full amount CR17 paid to Linkd was R295,605,123.40 as at 13 February 2019. In the period December 2016 to February 2019 Linkd received monies from other business clients unrelated to the CR17, amounting to R13 345 369.78. It is therefore unclear on what basis the Public Protector has considered all payments made to Linkd during the period between 15 December 2016 and 13 February 2019; instead of focusing only on those payments that were made in relation to CR17.

117. The total income received in the Linkd business account (excluding CR17 donations) during the period between 15 December 2016 and 13 February 2019 was only R13 345 369.78, which is made up as follows:

⁵ Section 7(9) Notice paragraph 9.3.10.60

117.1. December 2016 – February 2017: R583 169.33.

117.2. March 2017 – February 2018: R7 036 051.90.

117.3. March 2018 – February 2019: R5 726 148.55.

118. The total income that was received in the Linkd business account, including the CR17 donations that were paid into Linkd between 15 December 2016 and 13 February 2019 equates to R308 950 493.18 which is less than the amount that the Public Protector alleges was paid into Linkd during that period, namely R441 179 572.43.

118.1. It is unclear on what basis the Public Protector has arrived at the findings in the Notice in respect of the payments made to Linkd because, as indicated above, her allegations in this regard are incorrect. It should also be noted that, it is impossible for an amount of R441 147 804.83 to have been transferred out of the Linkd account between 15 December 2016 and 13 February 2019, as alleged by the Public Protector, if the total amount that was paid into the Linkd account during the aforementioned period was only R308 950 493.18, of which only R295 605 123.40 was deposited by CR17 for purposes of the campaign.

118.2. Furthermore and as indicated earlier, in 2017 a Service Level Agreement was concluded between the Ria Tenda Trust (the Customer) and Linkd (the Service Provider) for the provision of accounting and financial administration services, the allocation of payments to budget items and payment of salaries and payroll services to support and sustain the objects of the Ria Tenda Trust. Therefore, Linkd was not only entitled, but was also obliged to receive and transfer funds from the Linkd account at the instructions of CR17. There is nothing untoward about the above payments.

Payments to CRF

119. The Public Protector further states that:

“about 335 738 42 was transferred from the Linked Environmental Services FNB Account into the Cyril Ramaphosa Foundation Trust between 20 July 2017 and 26 March 2018.”⁶

120. The Public Protector appears to allege that R335 738.42 was transferred from Linkd to CRF between 20 July 2017 and 26 March 2018.

121. CR17 made the above mentioned payments to CRF to reimburse it for the costs it had incurred in hosting meetings and travel and accommodation for the CR17 campaign. The campaign also made a donation of R5 million to CRF to help fund CRF's own communications campaign to publicise its work in the areas of education and enterprise development. CR17 did so because it believed that CRF's work reflected the ethos and values of the CR17 campaign.

122. I emphasise again that CRF is a charitable trust and that the President and his family have never been beneficiaries of CRF.

123. The following payments were made to CRF to reimburse them for costs incurred for CR17.

123.1. On 20 July 2017, a total of R8,974.49 was paid from Linkd to CRF for the costs incurred in setting up the Ria Tenda Trust;

123.2. On 25 January 2018, a total of R292,957.54 was paid from Linkd to CRF for travel and accommodation costs;

⁶ Section 7(9) Notice paragraph 9.3.10.61

- 123.3. On 29 January 2018, a total of R500 was paid from Linkd to CRF for printing costs;
- 123.4. On 28 February 2018, a total of R31,867.62 was paid from Linkd to CRF for travel and accommodation costs; and
- 123.5. On 26 March 2018, a total of R1 435.77 was paid from Linkd to CRF for travel and accommodation costs.
124. The abovementioned payments amount to R335,738. 42, which was transferred from Linkd to CRF between 20 July 2017 and 26 March 2018, at the instruction of CR17. The payments were for the reimbursement of costs incurred on behalf of the campaign, and do not reflect income or donations to CRF or any other form of benefit.

THE PRESIDENT DID NOT MISLEAD PARLIAMENT

Background

125. Mr Chauke told the President on about 5 September 2018 of a rumour that his son, Andile, had received a payment of R500 000,00 from AGO.
126. The President asked Andile about the rumour. Andile assured him that he had an arm's length business relationship with AGO:
- 126.1. In December 2017, Andile's company, Blue Crane Capital (Pty) Limited, signed an Advisory Mandate with AGO for possible business entry and activities in some East African countries.
- 126.2. In January 2018, Blue Crane Capital (Pty) Limited signed an Anti-Bribery and Corruption Policy with AGO. The signing of such a policy was a practice Andile had instituted with all his clients as a precautionary measure following the President's election as president of the ANC in December 2017.

126.3. Andile showed the President copies of both the Advisory Mandate and the Anti-Bribery and Corruption Policy.

127. The President had no reason to believe that there was anything untoward about Andile's relationship with AGO.

Mr Maimane's question

128. On 6 November 2018, Mr Maimane asked the President the following question without prior notice:

*"Mr President, here I hold a proof of payment that was transferred to say that R500 000,00 had to be transferred to a trust account called EFG2 on 18 October 2017. This was allegedly put for **your son, Andile Ramaphosa**. [Interjections]. Following on that, I have a sworn affidavit from Peet Venter, stating that he was asked by the chief executive officer of Bosasa to make this transfer **for Andile Ramaphosa**.*

*Mr President, we can't have **family members** benefiting. [Interjections]. I would want to ask you, right hereto today, that you bring our nation into confidence and please set the record straight on this matter. Thank you very much." (our emphasis)*

129. As appears from the words we have highlighted, Mr Maimane asserted no less than three times that the payment was one Bosasa had made to Andile. We now know that Mr Maimane was wrong. The payment was in fact one made to CR17 and not to Andile.

130. We accept that Mr Maimane acted in good faith, and do not accuse him of any wrong-doing. He seems to have relied on the affidavit of Mr Venter who said that the payment was made to Andile or Andile's trust.

131. Mr Shivambu also understood Mr Maimane's question to be about a payment AGO had made to Andile. The Public Protector describes his complaint as follows:

*"Mr Shivambu also requested my office to investigate whether the above statement by President **that he saw the contract between his son's company and African Global Operations is true, and that a contract does exist.**"⁷(sic)*

132. Mr Maimane was therefore the one who misled Parliament on this score. He no doubt did so in good faith and we do not accuse him of any wrongdoing. But if Parliament was misled, then it was Mr Maimane's doing and not that of the President.

The President's truthful answer

133. The President accepted Mr Maimane's statement that Bosasa had paid an amount of R500 000,00 to Andile. It accorded with what Andile had told the President some two months earlier. The President had no reason to doubt the accuracy of the information given to him by Mr Maimane because he did not know about Mr Watson's donation to CR17.

134. The President's answer to Mr Maimane's question was thus entirely honest and correct, given the facts given to him. He said that Andile had an honest and arm's length relationship with Bosasa and that there was nothing untoward about its payments to him. There is no reason to doubt the truth and accuracy of this statement.

⁷ Section 7(9) Notice paragraph 3.10

CR17 identified the mistake

135. After the parliamentary session, when the President returned to his office in Tuynhuys, Ms Donn  Nicol told him that Mr Watson's payment of R500 000,00 to EFG2 was in fact a donation to CR17 and not a payment to Andile. This was the first time the President learnt that Mr Watson had made a donation to CR17 into that account.

136. It is thus clear that both Mr Maimane and the President mistakenly believed that the payment had been one Bosasa had made to Andile. To blame the President for the mistake is unfair. Mr Maimane assured the President that he had proof that Bosasa had made the payment to Andile. The President had no reason to doubt the truth of the statement. It moreover accorded with what Andile had told him. He was accordingly not to blame for the mistake.

The President set the record straight

137. Upon discovery of the mistake, the President set the record straight. He did so by a letter to the Speaker on 14 November 2018 and a media statement issued by the Presidency on 16 November 2018. CR17 also clarified the matter via a media statement issued on 17 November 2018.

The President is innocent of any wrongdoing

138. The Public Protector has correctly found that the President acted in good faith.⁸ That should be the end of the matter. Any suggestion that the President contravened the Executive Ethics Code is incompatible with the Public Protector's own finding that his response to Mr Maimane's question was given honestly and in good faith.

⁸ Section 7(9) Notice paragraph 11.1.4.

139. But it goes further than that. The President in fact did not mislead Parliament at all. Mr Maimane told Parliament that he had proof that the payment was one Bosasa had made to Andile. He was the one who misled Parliament, albeit that he did so innocently.

140. The gist of Mr Maimane's question to the President was to ask him to explain a payment which, he said, Bosasa had made to Andile. That was what the President did. He truthfully and accurately explained that Andile had in good faith and at arm's length rendered consultancy services to Bosasa for which it has paid him. There is no reason to doubt the truth and accuracy of this statement.

141. The mistake underpinning both Mr Maimane's question and the President's answer was that the particular payment to EFG2 had been a donation to CR17 and not a payment to Andile. But the President was not responsible for that mistake. It was one introduced by Mr Maimane.

142. The Public Protector suggests that the President should have taken time to check his facts before responding to Mr Maimane's question.⁹ But this suggestion is unfounded for the following reasons:

142.1. Mr Maimane assured the President that he had proof that Bosasa had made the payment to Andile. The President had no reason to doubt Mr Maimane's assurance.

142.2. It accorded with the information Andile had given the President two months earlier.

142.3. The President accordingly had no reason to delay his answer.

⁹ Section 7(9) Notice paragraphs 9.1.23 to 9.1.25 and 9.1.31 to 9.1.34.

142.4. It is in any event quite unrealistic and unfair on the President to suggest that he should have allowed Mr Maimane's serious accusation to hang in the air unanswered and prolong the political harm it caused when there was absolutely no reason to do so.

143. There is accordingly no basis for any finding that the President's response to Mr Maimane was wrongful in any way.

Any censure of the President would be unlawful

144. Any censure by the Public Protector of the President's conduct in Parliament in good faith would be in breach of the Constitution and unlawful on the following grounds:

144.1. Section 58(1) of the Constitution provides that cabinet members (including the President),

“(a) have freedom of speech in the Assembly and in its committees, subject to its rules and orders; and

(b) are not liable to civil or criminal proceedings, arrest, imprisonment or damages for-

(i) anything that they have said in, produced before or submitted to the Assembly or any of its committees.”

144.2. Rule 63 of the rules of the National Assembly echoes these provisions of the Constitution.

144.3. It would accordingly be unconstitutional and unlawful for the Public Protector to censure the President for statements made in good faith in the National Assembly.

The Public Protector must act without fear, favour or prejudice

145. Section 181(2) provides that the Chapter 9 institutions, including the Public Protector, *“must be impartial and must exercise their powers and perform their functions without fear, favour or prejudice”*.
146. The Public Protector would be in clear breach of her constitutional duty of impartiality if she were to censure the President but not Mr Maimane for the statement both of them made in good faith that the Bosasa payment had been made to Andile.

NO CONFLICT OF INTEREST

147. The Public Protector proposes to find that the President *“improperly and in violation of the provisions of the Executive Ethics Code ... exposed himself to any situation involving the risk of a conflict between his official duties and his private interest or used his position to enrich himself and his son through businesses owned by AGO”*.¹⁰
148. This statement is incomprehensible. The President never had any relationship with AGO. He never did anything to exploit such a relationship. He was never at any risk of any conflict of interest by virtue of such a relationship. CR17 received a donation from Mr Watson of AGO. But that was not unlawful. The President in any event did not even know about the donation.
149. Section 96(2)(b) of the Constitution provides that members of the cabinet (including the President) may not,

¹⁰ Section 7(9) Notice paragraph 11.2.1.

“act in any way that is inconsistent with their office, or expose themselves to any situation involving the risk of a conflict between their official responsibilities and private interests.”

150. Section 2(2)(b)(iii) of the Members’ Ethics Act echoes this constitutional provision.

151. Paragraph 2.3(f) of the Executive Ethics Code does the same.

152. The President never contravened any of these provisions. He never placed himself at risk of a conflict of interest between his official responsibilities and his private interest:

152.1. Many people made donations to CR17. Mr Watson was one of them. There were no strings attached to any of those donations.

152.2. The President moreover took the precaution to agree with CR17 that they would not tell him of any of the donations they received from anybody. It was probably not necessary for them to go that far but it was a wise precaution. It precluded any suggestion that the President’s goodwill can be bought.

152.3. The President never had any relationship of any kind with Mr Watson or his company. He also never did anything to exploit such a relationship.

152.4. Mr Watson never attended any CR17 fundraising dinners.

152.5. There was accordingly never any risk whatsoever of any conflict between the President’s responsibilities on the one hand and his relationship with Mr Watson or his company on the other.

NO DUTY TO DECLARE THE CR17 DONATIONS

153. The Public Protector proposes to find that the President was obliged, under the Executive Ethics Code, to disclose all the donations made to CR17.¹¹ But that is not correct.
154. The President and the leaders of the CR17 campaign have explained to the Public Protector that the campaign was not just for the election of the President as the president of the ANC.
155. The funds were raised by the fundraising committee; the President also contributed financially to the campaign; and party supporters and sympathisers as well as South Africans generally who are invested in the South African democratic project were also approached for donations. Party members contributed their own salaries, their own savings, investments, and persuaded other interested parties who were supporters and sympathisers of the ANC and within the ANC to take part - their preferred presidential candidate was the President, and hence he became the flag bearer of the campaign and his initials "CR" were used to name the campaign. This was certainly not his personal project or pursuit. It is important to underscore that the funds were raised from members and supporters of the party. In the section detailing the CR17 campaign above we have set out at length how it was structured and the President's general lack of knowledge of the identity of donors or amounts donated. We specifically refer to those submissions.
156. The purpose of the funds was to promote the leadership of President Cyril Ramaphosa at the helm of a new ANC leadership to be elected at the 54th National Conference in December 2017. His candidature was supported by many structures of the ANC on the basis of a shared vision about the policy direction of the party

¹¹ Section 7(9) Notice paragraphs 9.2.21 to 9.2.29 and 11.2.2 to 11.2.5.

and the kind of leadership required to take the organisation and country forward. Many leaders of the ANC and alliance participated in the campaign, addressing rallies and meetings. The President as the flag bearer of the campaign obviously got the significant share of campaigning responsibilities but the campaign was certainly not only about his leadership but rather the renewal of the ANC as a whole.

157. As explained in the section dealing with CR17, the funds raised were used exclusively for the campaign, including settling its debts and defraying its expenses.

158. The Executive Ethics Code only requires members to disclose their own financial interests. The President never had any financial interest in the donations made to CR17. The money was donated to CR17. The President did not have any claim to the money or any say over it, with the exception of amounts he himself loaned to the campaign. He never received any of it. It thus remained CR17's money alone.

159. This understanding accords with the common practice of all politicians across party lines. Many of them, which they never declared. They were not required to do so.

160. Section 19(1) of the Constitution provides that every citizen is free to make political choices which includes the right,

“(a) to form a political party;

(b) to participate in the activities of, or recruit members for, a political party; and

(c) to campaign for a political party or cause.”

161. The right to participate in the activities of a political party is thus constitutionally entrenched. It includes the right to campaign for election to office in a political party and to raise funding for such campaigns. It follows that CR17 campaigned for its preferred candidates to be elected to office in the ANC in the exercise of a constitutional right. In doing so CR17 exercised the collective constitutional right of those who were part of and supported the campaign, to campaign for election of its preferred candidates to office in the ANC. The Public Protector is accordingly not entitled to interfere with the exercise of their constitutional rights.
162. It accords with the universal practice across all political parties for campaign funds to be raised for the election of party political office bearers without declaring donations under the Executive Ethics Code.
163. Section 96(1) of the Constitution provides that members of the cabinet (including the President) *“must act in accordance with a code of ethics prescribed by national legislation”*.
164. The Executive Members’ Ethics Act 82 of 1998 is the national legislation required by the Constitution. It provides in section 2(2)(c) that the code must require all Cabinet members, Deputy Ministers and MECs to disclose *“all their financial interests when assuming office”* and *“any financial interests acquired after their assumption of office”*.
165. Paragraph 5 of the Executive Ethics Code requires members to disclose *“all the financial interests, as set out in paragraph 6, of-*
- (a) *the member; and*
 - (b) *the member’s spouse, permanent companion or dependent children, to the extent that the member is aware of those interests.”*

166. Paragraph 6 describes the interests subject to disclosure in terms of paragraph 5. Paragraph 6.2(a) lists,

“The source and description of direct financial sponsorship or assistance from any source other than the member's party which benefits the member in his or her personal and private capacity.”

167. All these provisions make it clear that the interests subject to disclosure are the members' own financial interests and that of their partners and dependent children. They are not obliged to disclose the financial interests of anybody else.

168. The President was thus never obliged to disclose the donations made to CR17. The donations were made to CR17 and not to him. It owned the money and he did not. He never received any of it. The money was spent on the campaign for his election but that was not only his cause. It was also a cause to which others including CR17 dedicated themselves. The President was accordingly not required to disclose any of the donations made to CR17.

169. If the Public Protector were to censure the President for his failure to do so, it would unduly interfere with the constitutionally protected political rights of both the President and the people who constituted CR17. The Public Protector would then also have to extend her investigation, in pursuance of her constitutional duty of impartiality, to all other politicians who failed to disclose the donations made to their party political election campaigns.

NO MONEY LAUNDERING

170. The Public Protector says that her preliminary view is that *“there is merit to the allegation relating to the suspicion of money laundering as alluded to in the complaint lodged with my office”*.¹²
171. The only basis upon which the Public Protector raises this suspicion is that Mr Watson apparently routed his donation to CR17 via Miotto Trading, a small company that belongs to Mr Petrus Venter.¹³
172. If there is any basis for the Public Protector’s suspicion, then the suspects would be Mr Watson, (who routed his donation through Miotto Trading), his PA, Ms Olivier, (who made the transfer to Miotto Trading), and Mr Venter, (who in turn made the transfer to CR17). The Public Protector interviewed all three of them but does not disclose the explanation they gave for routing the donation via Miotto Trading. It means that she either did not ask them or that she asked them but chooses not to disclose their answers. Either explanation is intriguing. If the Public Protector harboured any suspicion and interviewed the suspects then it would be very odd for her not to ask them for an explanation. If, on the other hand, she asked and they offered an explanation, it would be equally intriguing and inexplicable that she chooses not to disclose it.
173. Be that as it may, neither CR17 nor the President had any knowledge of the route by which the Watson donation reached CR17’s bank account. The President did not even know of the donation itself, least of all the route by which the money had ended up with CR17.

¹² Section 7(9) Notice paragraph 9.3.10.70.

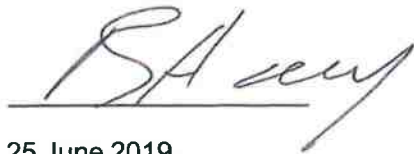
¹³ Section 7(9) Notice paragraphs 3.7, 3.13.3, 9.1.13, 9.3, 9.3.3, 9.3.10.31 to 9.3.10.39, 9.3.10.45, 9.3.10.46, 11.3 and 11.3.1.

174. The Public Protector thus owes it to the President to make it clear that her suspicion of money laundering does not implicate him or CR17 in any way. To suggest that they were in some way complicit in money laundering would be an unlawful and wholly unjustified slur.

CONCLUSION

175. We submit that the President is not guilty of any of the accusations raised against him. The Public Protector owes it to him to proclaim his innocence of any wrongdoing.

176. Paragraphs 15 and 16 of the Public Protector's section 7(9) Notice envisages that she may yet determine remedial action against the President. She is called upon, before she does so, to afford the President a hearing as she is required to do at common law and under the Promotion of Administrative Justice Act 3 of 2000.

A handwritten signature in black ink, appearing to read 'Peter Harris', is written over a horizontal line.

25 June 2019

Peter Harris

Harris Nupen Molebatsi Inc.

CONFIRMATORY AFFIDAVIT

I, the undersigned,

CYRIL MATAMELA RAMAPHOSA

do hereby declare under oath as follows:

1. I am an adult male and the President of the Republic of South Africa.
2. The facts contained herein are within my personal knowledge, save where the converse appears within the context, and are both true and correct.
3. The leader of the Democratic Alliance, Mr Mmusi Maimane, MP ("**Mr Maimane**") and the Deputy President and Chief Whip of the Economic Freedom Fighters, Mr Floyd Shivambu, MP, lodged complaints against me with the Public Protector arising from my response to a follow-up question from Mr Maimane in the National Assembly on 6 November 2018.
4. On 14 December 2018, I received a letter from the office of the Public Protector requesting me to respond to the allegations by Mr Maimane and to provide the Public Protector with any information that may assist the investigation.
5. On 29 January 2019, I appeared before the Public Protector to give evidence in relation to the abovementioned investigation. I also submitted a statement to the Public Protector on 1 February 2019 and a supplementary statement on 11 March 2019.

6. On 30 May 2019, the Public Protector delivered a notice in terms of section 7 (9) of the Public Protector's Act ("**section 7 (9) Notice**") and her provisional report into the abovementioned investigation. In terms of the section 7 (9) Notice and the provisional report, I was required to respond to the Public Protector's findings in terms of Rule 24 (2) of the Public Protector Rules.
7. I instructed my attorney, Peter Harris of Harris Nupen Molebatsi Inc., to prepare a response to the section 7 (9) Notice and the provisional report on my behalf.
8. I have read the response to the section 7 (9) Notice and the provisional report, signed by my attorney, Peter Harris of Harris Nupen Molebatsi Inc., duly instructed by the State Attorney, and I confirm the contents thereof.

DEPONENT

I certify that the Deponent acknowledged that he knows and understands the contents of this affidavit, that he has no objection to the making of the prescribed oath and that he considers this oath to be binding on his conscience. I also certify that this affidavit was signed in my presence at _____ on this ____ day of _____ 2019 and that the Regulations contained in Government Notice R1258 of 21 July 1972, as amended by Government Notice R1648 of 19 August 1977, have been complied with.

COMMISSIONER OF OATHS

CONFIRMATORY AFFIDAVIT

I, the undersigned,

BEJANI CHAUKE

do hereby declare under oath as follows:

1. I am an adult male, currently employed as a special advisor to the President of the Republic of South Africa, President Cyril Ramaphosa.
2. The facts contained herein are within my personal knowledge, save where the converse appears within the context, and are both true and correct.
3. I have read the response of President Cyril Ramaphosa to the Public Protector's section 7 (9) notice and provisional report, signed by Peter Harris of Harris Nupen Molebatsi Inc., and I confirm the contents thereof insofar as it relates to me and CR17.

DEPONENT

I certify that the Deponent acknowledged that he knows and understands the contents of this affidavit, that he has no objection to the making of the prescribed oath and that he considers this oath to be binding on his conscience. I also certify that this affidavit was signed in my presence at _____ on this ____ day of _____ 2019

and that the Regulations contained in Government Notice R1258 of 21 July 1972, as amended by Government Notice R1648 of 19 August 1977, have been complied with.

COMMISSIONER OF OATHS

CONFIRMATORY AFFIDAVIT

I, the undersigned,

DONNÉ LEIGH NICOL

do hereby declare under oath as follows:

1. I am an adult female, currently employed as a special advisor to the President of the Republic of South Africa.
2. The facts contained herein are within my personal knowledge, save where the converse appears within the context, and are both true and correct.
3. I have read the response of President Cyril Ramaphosa to the Public Protector's section 7 (9) notice and provisional report, signed by Peter Harris of Harris Nupen Molebatsi Inc., and I confirm the contents thereof insofar as it relates to me and CR17.

DEPONENT

I certify that the Deponent acknowledged that she knows and understands the contents of this affidavit, that she has no objection to the making of the prescribed oath and that she considers this oath to be binding on his conscience. I also certify that this affidavit was signed in my presence at _____ on this _____ day

of _____ 2019 and that the Regulations contained in Government Notice R1258 of 21 July 1972, as amended by Government Notice R1648 of 19 August 1977, have been complied with.

COMMISSIONER OF OATHS

CONFIRMATORY AFFIDAVIT

I, the undersigned,

JAMES THOKOANA MOTLATSI

do hereby declare under oath as follows:

1. I am an adult male, currently employed by TEBA (Pty) Limited as a Non-Executive Chairman.
2. The facts contained herein are within my personal knowledge, save where the converse appears within the context, and are both true and correct.
3. I have read the response of President Cyril Ramaphosa to the Public Protector's section 7 (9) notice and provisional report, signed by Peter Harris of Harris Nupen Molebatsi Inc., and I confirm the contents thereof insofar as it relates to me and CR17.

DEPONENT

I certify that the Deponent acknowledged that he knows and understands the contents of this affidavit, that he has no objection to the making of the prescribed oath and that he considers this oath to be binding on his conscience. I also certify that this affidavit was signed in my presence at _____ on this ____ day of _____ 2019

and that the Regulations contained in Government Notice R1258 of 21 July 1972, as amended by Government Notice R1648 of 19 August 1977, have been complied with.

COMMISSIONER OF OATHS

CONFIRMATORY AFFIDAVIT

I, the undersigned,

CRISPIAN GARTH OLVER

do hereby declare under oath as follows:

1. I am an adult male, currently employed at the University of the Witwatersrand Politics Department as a research fellow.
2. The facts contained herein are within my personal knowledge, save where the converse appears within the context, and are both true and correct.
3. I have read the response of President Cyril Ramaphosa to the Public Protector’s section 7 (9) notice and provisional report, signed by Peter Harris of Harris Nupen Molebatsi Inc., and I confirm the contents thereof insofar as it relates to me and CR17.

DEPONENT

I certify that the Deponent acknowledged that he knows and understands the contents of this affidavit, that he has no objection to the making of the prescribed oath and that he considers this oath to be binding on his conscience. I also certify that this affidavit was signed in my presence at _____ on this _____ day of _____

2019 and that the Regulations contained in Government Notice R1258 of 21 July 1972, as amended by Government Notice R1648 of 19 August 1977, have been complied with.

COMMISSIONER OF OATHS

CONFIRMATORY AFFIDAVIT

I, the undersigned,

RAYMOND SIFISO NDLOVU DABENGWA

do hereby declare under oath as follows:

1. I am an adult male, currently employed by Sigma Capital (Pty) Limited as a Director.
2. The facts contained herein are within my personal knowledge, save where the converse appears within the context, and are both true and correct.
3. I have read the response of President Cyril Ramaphosa to the Public Protector's section 7 (9) notice and provisional report, signed by Peter Harris of Harris Nupen Molebatsi Inc., and I confirm the contents thereof insofar as it relates to me and CR17.

DEPONENT

I certify that the Deponent acknowledged that he knows and understands the contents of this affidavit, that he has no objection to the making of the prescribed oath and that he considers this oath to be binding on his conscience. I also certify that this affidavit was signed in my presence at _____ on this _____ day of _____ 2019

and that the Regulations contained in Government Notice R1258 of 21 July 1972, as amended by Government Notice R1648 of 19 August 1977, have been complied with.

COMMISSIONER OF OATHS

CONFIRMATORY AFFIDAVIT

I, the undersigned,

MARION SPARG

do hereby declare under oath as follows:

1. I am an adult female, currently employed as a Monitoring and Evaluation Manager in the office of the Presidency.
2. The facts contained herein are within my personal knowledge, save where the converse appears within the context, and are both true and correct.
3. I have read the response of President Cyril Ramaphosa to the Public Protector's section 7 (9) notice and provisional report, signed by Peter Harris of Harris Nupen Molebatsi Inc., and I confirm the contents thereof insofar as it relates to me and CR17.

DEPONENT

I certify that the Deponent acknowledged that she knows and understands the contents of this affidavit, that he has no objection to the making of the prescribed oath and that he considers this oath to be binding on his conscience. I also certify that this affidavit was signed in my presence at _____ on this ____ day of _____ 2019 and that the Regulations contained in Government Notice R1258 of

21 July 1972, as amended by Government Notice R1648 of 19 August 1977, have been complied with.

COMMISSIONER OF OATHS



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Fax: (031) 694 3430
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Our Ref: TNS/PUB1/0016

Your Ref: 7/2-021366/18

10 June 2019

HARRIS NUPEN MOLEBATSI
3rd Floor, Bompas Road
Dunkenveld West
Johannesburg
2024

Attention: Mr Peter Harris

Email: pharris@hnmattorneys.co.za

Dear Mr Harris

INVESTIGATION INTO ALLEGATIONS OF VIOLATION OF THE EXECUTIVE ETHICS CODE THROUGH AN IMPROPER RELATIONSHIP BETWEEN THE PRESIDENT AND AFRICAN GLOBAL OPERATIONS, FORMERLY KNOWN AS BOSASA.

1. We act on behalf of the Public Protector ("our client").
2. Your letters dated 7 and 10 June 2019 relating to the above matter have been referred to us for a response.
3. Kindly be informed that on 30 May 2019, our client met with your client to submit and take him through the section 7(9) notice ("the notice"). At the end of the meeting, our client then advised your client that in terms of the Public Protector Rules, in particular Rule 24(2)(b) as gazetted on 14 September 2018, a response to the notice will be expected within 10 (ten) working days from receipt thereof. The return date was then worked out and even confirmed by Adv. Jele as being 13 June 2019. This date was then agreed upon by both parties on 30

Director: Theophilus Noko Seanego B. PRO.C. LLM (Corporate Law).

Candidate Attorneys: Nandi Kunene BCom Law, LLB; Phiwokuhle Mnyandu LLB, PGD Labour Law, Nqubeko Makhanya LLB.

May 2019.

4. Kindly take note that our client has considered, with concern, the request for an extension only after seven (7) days after the meeting referred to above. There is no explanation proffered by your client for the delayed in requesting an extension.
5. However, our client has deemed it fair under the circumstances to grant your request for an extension until **21 June 2019**, not until 28 June 2019 as requested.
6. Take further note that this matter is investigated in terms of the Executive Members' Ethics Act which has a strict turnaround time of 30 (thirty) days to finalise. As it stands, our client is pressed for time to finalise the report.
7. In connection with your request to be afforded an opportunity to question the CEO of Bosasa, Mr Gavin Watson as well Mr Mmusi Maimane, kindly indicate specifically what do you want to interview the said persons on by sending such questions to us to enable our client to exercise her discretion in that regard, in line with section 7(9)(b)(ii) of the Public Protector Act, 23 of 1994.
8. Please note that our client did not interview any bank officials, but subpoenaed bank records from the banks as well as from the Financial Intelligence Centre (FIC) with which our client has a Memorandum of Understanding (MoU).
9. We hope find the above in order and look forward to hearing from you.

Yours faithfully



SEANEGO ATTORNEYS INC.

Per: Theo Seanego

"CMR9"

Rethabile Makhetha

From: Rethabile Makhetha
Sent: Wednesday, 12 June 2019 15:06
To: info@seanego.co.za; phiwokuhle@seanego.co.za
Cc: ephraimk@pprotect.org; Peter Harris
Subject: Investigation into allegations of a violation of the Executive Ethics Code
Attachments: 1906012 Letter to Seanego Attorneys.pdf

Dear Sirs,

Please find attached hereto a letter for your urgent attention.

Please confirm receipt of this email.

Kind regards,

OBO Peter Harris

Rethabile Makhetha



Tel +27 [0] 11 017 3100 | Cell +27 [0] 76 030 6321
Fax +27 [0] 11 268 0470 | Email rethabile@hnmattorneys.co.za
3rd floor, 1 Bompas Road, Dunkeld West, Johannesburg
P.O. Box 411268, Craighall, Johannesburg, 2024

Your Ref: TNS/PUB1/0016

12 June 2019

Seanego Attorneys Inc.

Att.: Theo Seanego

Per email: info@seanego.co.za

CC: Office of the Public Protector of South Africa

Email: Ephraimk@pprotect.org

Dear Sirs,

Re: Request to question witnesses in terms of section 7 (9) (b) (ii) of the Public Protector Act, 23 of 1994 (“the Public Protector Act”): Investigation into allegations of a violation of the Executive Ethics Code through an improper relationship between the President and African Global Operations, formerly known as Bosasa.

1. We refer to the above matter and to your letter dated 11 June 2019, the contents of which have been noted.
2. We acknowledge the reasons set forth in the abovementioned letter in relation to why we may not question the leader of the Democratic Alliance, Mr. Mmusi Maimane MP, in terms of section 7 (9) (b) (ii) of the Public Protector Act.
3. However, we confirm that we still intend to question the Chief Executive Officer of Bosasa, Mr Gavin Watson (“**Mr Watson**”). In order to ensure that we have sufficient time to question Mr Watson and to consider the information that we receive from him in the preparation of our response to the Public Protector’s provisional report, we would be grateful if the Public Protector could urgently provide us with a suitable date to question Mr. Watson. In this regard, please note that we intend to put, *inter alia*, the following questions to Mr. Watson:

- 3.1. What were the reasons for Mr. Watson paying the R500 000.00 donation ("**the Donation**") to the CR17 campaign through Miotto Trading and not directly to CR17?;
 - 3.2. Did Mr. Watson receive a tax benefit as a result of paying the Donation from a company as opposed to paying it from his personal bank account, and did this influence his decision to pay the Donation from a company?;
 - 3.3. What are the details of Mr. Watson's donation to Ms Nkosazana Dlamini-Zuma?;
 - 3.4. Why did Mr. Watson inform Mr. Petrus Venter ("**Mr. Venter**") that the Donation to CR17 was a donation to the Andile Ramaphosa Foundation?;
 - 3.5. In the Commission of Enquiry into State Capture, Mr. Venter stated that he signed his affidavit of 18 December 2017, which relates to, *inter alia*, the payment of the Donation, under duress. Is this statement correct and what could be the reason for Mr. Venter making this allegation?;
 - 3.6. Has Mr. Watson, Bosasa, or any person or company associated with either Mr. Watson or Bosasa made any donations to –
 - 3.6.1. any other persons in previous African National Congress leadership campaigns;
or
 - 3.6.2. any political parties in respect of a political party election.
 - 3.7. Did you attend a 'Back to School' dinner in 2016 or 2017, at which there were approximately 1000 (one thousand) guests of the Adopt a School Foundation? If so, -
 - 3.7.1. what did you wear to the dinner (school uniform was mandatory)?; and
 - 3.7.2. were you sitting at a sponsored table?
 - 3.8. Have you attended a CR17 fundraising dinner?
4. We would appreciate your urgent response hereto.

Yours faithfully,

Peter Harris

Harris Nupen Molebatsi Inc.

(Dispatched electronically, unsigned)



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Email: info@seanego.co.za

Our Ref: TNS/PUB1/0016

12 June 2019

Your Ref: 7/2-021366/18

HARRIS NUPEN MOLEBATS!
3rd Floor, Bompas Road
Dunkenveld West
Johannesburg
2024

Attention: Mr Peter Harris

Email: pharris@hnmattorneys.co.za

Dear Mr Harris

INVESTIGATION INTO ALLEGATIONS OF VIOLATION OF THE EXECUTIVE ETHICS CODE THROUGH AN IMPROPER RELATIONSHIP BETWEEN THE PRESIDENT AND AFRICAN GLOBAL OPERATIONS, FORMERLY KNOWN AS BOSASA.

1. We refer to your letter of even date and confirm that our client accedes to your request to question Mr. Gavin Watson.
2. We shall revert with a date and time for the questions session no later than noon on Thursday, 13 June 2019.

Yours faithfully



SEANEGO ATTORNEYS INC.

Per: Theo Seanego

Director: Theophilus Noko Seanego B. PRDC, LL.M (Corporate Law).

Associates: Thembeke Kumalo LLB; Nandi Kunene BCom Law, LLB.

Candidate Attorneys: Phiwokuhle Mnyandu LLB, PGD Labour Law; Nqubeko Makhanya LLB.

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Ramaphosa to receive Bosasa answers on Tuesday

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Setumo Stone
2019-06-24 00:00

On Tuesday, President Cyril Ramaphosa will receive the answers to the list of questions he posed to a witness in Public Protector Busisiwe Mkhwebane's Bosasa donation probe, drawing nearer to the conclusion in the longstanding matter that threatens to erode his public standing.



Public Protector Busisiwe Mkhwebane. Picture: Leon Sadiki/City Press

After receiving the responses from Gavin Watson, the former chief executive of the corruption-accused facilities management company, Ramaphosa then faces his own preferred deadline to file representations to the allegations of wrongdoing against him by Friday – although Mkhwebane wants the submissions "soon".

Critics have accused Ramaphosa of using delaying tactics in responding to the allegations that he misled Parliament regarding the R500 000 donation by Watson to his ANC presidency campaign.

Oupa Segalwe, Mkhwebane's spokesperson, said: "Following the decision to grant the president an extension until June 21 2019, he made another request for an extension until June 28 2019.

"The Public Protector granted him an extension that he must respond soon."

Segalwe said that Watson had until Tuesday to provide a written response to issues raised by Ramaphosa.

Mkhwebane had also decided that Watson should be allowed to provide his answers in writing as the Public Protector Act did not make provisions for a witness to be "cross-examined", as happens in trial court.

At the end of last month, Mkhwebane asked Ramaphosa to make submissions to

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R500 000 donation from Watson to his 2017 ANC leadership campaign, which was in violation of the ethics code governing Cabinet members.

Ramaphosa told Parliament in November that the funds related to a business contract his son Andile had with Bosasa, but later backtracked and admitted that it was a donation to his campaign for the ANC presidency.

He added that he was not privy to details regarding any of the donations.

In the initial response to Mkhwebane's preliminary findings, Ramaphosa said he wanted to "exercise his entitlement to question ... witnesses who would have appeared before the Public Protector during the course of this investigation".

Ramaphosa to step in on the SA Revenue Service 'rogue unit' saga

In an interview last week, Mkhwebane told City Press that, on May 27, she wrote to Ramaphosa asking him to assist with access to the declassified report of the State Security Agency (SSA) that is linked to the SA Revenue Service rogue unit allegations – which former state security minister Dipuo Letsatsi-Duba had refused to hand over.

She said Ramaphosa was yet to respond to that request. However, the investigation was proceeding since she had issued a section 79 notice to Public Enterprises Minister Pravin Gordhan, who is implicated.

Mkhwebane said the office of the Public Protector had also applied to court for the declassified report to be made into an order.

However, the SSA had indicated that it would oppose the application.

Segalwe said Gordhan had also requested an extension until the end of next month to respond to the notice, but, on Friday, he had complied with Mkhwebane's request and filed his submissions.

"Minister Gordhan's deadline was initially set for June 18 2019. He requested an extension to the end of July. He was granted an extension until June 21 instead. He met the deadline."

Presidency spokesperson Khusela Diko confirmed receipt of the letter, saying that Ramaphosa "is engaging with Minister Gordhan on the issues raised".

TALK TO US

Do you think former Bosasa CEO's responses to Ramaphosa will lay the donation issue to rest?

SMS us on 35697 using the keyword BOSASA and tell us what you think. Please include your name and province. SMSes cost R1.50. By participating, you agree to receive occasional marketing material

Bongani Bongo

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JUNE 23 2019



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DEED OF TRUST

entered into between

James Thokoana Motlatsi

Identity Number: 510605 5703 086

(as the founder of the trust)

and

each of

Gesertifiseer 'n ware afskrif van die oorspronklike en geen aanduiding van enige veranderinge op die oorspronklike deur ongemagtigde persone nie.
 Certified a true copy of the original and no indication of any alteration on the original by unauthorised persons.

EX OFFICIO
 MASTER OF THE SOUTH GAUTENG HIGH COURT
 MEESTER VAN DIE SUID GAUTENG HOOGGEREGSHOF

MEESTER VAN DIE SUID GAUTENG HOOGGEREGSHOF
 PRIVAATSAK/PRIVATE BAG X5
 2017 -04- 26
 MARSHALLTOWN 2107
 MASTER OF THE SOUTH GAUTENG HIGH COURT (157)

James Thokoana Motlatsi

Identity Number: 510605 5703 086

and

Raymond Sifiso Ndlovu Dabengwa

Identity Number: 580405 5939 086

and

MEESTER VAN DIE SUID GAUTENG HOOGGEREGSHOF
 PRIVAATSAK/PRIVATE BAG X5
 2017 -03- 23
 MARSHALLTOWN 2107
 MASTER OF THE SOUTH GAUTENG HIGH COURT (190)

Crispian Garth Olver

Identity Number: 590218 5006 089

and

Donné Leigh Nicol

Identity Number: 700628 0225 087

respectively (as the first trustees of the trust)

(Handwritten signature and initials)

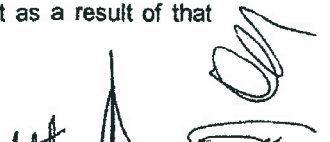
1. **NAME, REGISTRATION OF IMMOVABLE PROPERTY AND LEGAL PROCEEDINGS**

- 1.1. The name of the trust hereby created is Ria Tenda Trust or such other name as the Trustees may resolve and the applicable Master of the High Court will allow.
- 1.2. The Trustees may by unanimous resolution change the name of the Trust.
- 1.3. Any immovable property acquired by the Trust or forming part of the Trust Fund may be registered in the name of the Trustees for the time being and legal proceedings instituted by or against the Trust may be instituted in the name of the Trust.

2. **INTERPRETATION AND DEFINITIONS**

In this Deed, unless the context clearly indicates otherwise:

- 2.1. references to any one gender include references to all other genders;
- 2.2. words in the singular include the plural and *vice versa*;
- 2.3. references to natural persons include references to juristic persons (whether incorporated or not) and juristic persons include, without limitation, trusts, partnerships, political parties, organisations, Non-Governmental Organisations and interest groups and office bearers which are relevant under the Objects of the Trust. References to a "person" or "persons" include references to both natural person/s and juristic person/s;
- 2.4. references to, or the use of the words, "person" or "persons" include both natural persons and juristic persons;
- 2.5. headings in this Deed are used for reference and convenience only and are not to be taken into account in the interpretation of this Deed;
- 2.6. "**Beneficiary**" means such person or persons (including, for the avoidance of doubt but without limitation, an organisation or organisations), as the case may be, who the Trustees, in their sole and absolute discretion, from time to time determine should be a beneficiary in respect of a particular distribution of (a) the whole or part of the Trust Capital, (b) the whole or part of the Trust Income and/or (c) both, which person or persons will or may, in the sole and absolute discretion of the Trustees, contribute towards the realisation of all or any of the Objects of the Trust as a result of that person or those persons so being a beneficiary under the Trust;



- 2.7. "Deed" means this deed of trust, as amended from time to time if applicable;
- 2.8. "First Trustees" means James Thokoana Motlatsi (South African Identity Number: 510605 5703 086), Raymond Sifiso Ndlovu Dabengwa (South African Identity Number: 580405 5939 086), Crispian Garth Olver (South African Identity Number: 590218 5006 089) and Donn  Leigh Nicol (South African Identity Number: 700628 0225 087);
- 2.9. "Founder" means James Thokoana Motlatsi (South African Identity Number 510605 5703 086);
- 2.10. "Objects of the Trust" means the objects of the Trust set out in clause 3;
- 2.11. "Related Person" means, in respect of any Trustee, any person (whether a natural person or a juristic person) who is under section 2 of the Companies Act, No. 71 of 2008 related either (a) to that Trustee or (b) to any person who is, in turn, related to that Trustee;
- 2.12. "Statute" means the Trust Property Control Act, No. 57 of 1988 and any other legislation or subordinate legislation generally applicable to South African trusts;
- 2.13. "Trust" means the trust established under this Deed;
- 2.14. "Trustees" means the trustees of the Trust from time to time in their representative capacities as such, with the First Trustees being the first Trustees of the Trust;
- 2.15. "Trust Capital" means collectively:
- 2.15.1. the amount of R10,000 donated by the Founder to the Trust under clause 4.2;
- 2.15.2. all assets acquired into the Trust by the Trustees, in their representative capacities as such, whether by way of:
- 2.15.2.1. addition or augmentation to the assets contemplated by clause 2.15.1; and/or
- 2.15.2.2. in substitution of or in addition to, all or any of the assets contemplated by clause 2.15.1 and/or all or any of the assets contemplated by this clause 2.15.2; and

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2.15.3. any Trust Income not distributed to a Beneficiary;

2.16. "Trust Fund" means the Trust Capital and the Trust Income; and

2.17. "Trust Income" means any income generated or received into the Trust by the Trustees, in their representative capacities as such.

3. THE OBJECTS OF THE TRUST

The objects of the Trust (the "Objects of the Trust") are to:

3.1. Advance the social, political and economic interests of the people of South Africa as a whole; and

3.2. Advocate for the establishment and maintenance of non-racist, non-sexist, democratic, ethical, accountable and properly functioning social, political and economic environments in South Africa.

4. CREATION OF THE TRUST AND INITIAL DONATION

4.1. The Trust is hereby created.

4.2. The Founder irrevocably donates to the Trustees R10,000.

4.3. The donation made in terms of clause 4.2 shall immediately vest in the Trustees in their representative capacities as such.

5. FIRST TRUSTEES

5.1. Each of the First Trustees is hereby appointed as a first Trustee of the Trust.

5.2. Each of the First Trustees hereby accepts:

5.2.1. his or her appointment under clause 5.1; and

5.2.2. the donation under clause 4.2.



6. MINIMUM NUMBER OF TRUSTEES AND NO TRUSTEE SHALL BE A BENEFICIARY

- 6.1. There shall at all times while the Trust exists be at least 3 (three) Trustees. If there are at any time less than 3 (three) Trustees in office and the remaining Trustee/s fail to appoint one or more additional Trustees under clause 9.1, then the Founder shall be entitled, by way of a written statement to that effect signed by him, to appoint additional Trustees so as to bring the number of Trustees up to the required minimum of 3 (three).
- 6.2. The Trustees shall have the powers of assumption and co-option.
- 6.3. No Trustee shall be a Beneficiary nor shall any Related Person in respect of any Trustee be a Beneficiary.

7. EXEMPTION FROM SECURITY

✓ No Trustee shall be required to furnish to the Master of the High Court or to any other person or authority any security whatsoever in connection with his or her duties as Trustee, whether under the Trust Property Control Act, No. 57 of 1988 or any other applicable law. If despite the foregoing, any Trustee is at any time required to furnish any such security, the cost of doing so may be recovered by that Trustee from the Trust Fund.

8. DISTRIBUTION OF TRUST INCOME AND TRUST CAPITAL

- 8.1. The Trustees may, in their sole and absolute discretion from time to time:
 - 8.1.1. determine who is a Beneficiary in respect of any particular distribution made or to be made from the Trust Fund (provided that no Trustee nor any Related Person in respect of any Trustee shall be determined to be a Beneficiary); and
 - 8.1.2. distribute all or any part of the Trust Fund to, on behalf of or for the benefit of one or more Beneficiaries, or any one or more of them, in such amounts and/or proportions as the Trustees in their sole and absolute discretion consider appropriate or desirable from time to time for the advancement or realisation of all or any of the Objects of the Trust.
- 8.2. The Trustees shall have the power to accumulate, from time to time, any part of the Trust Income and to hold any such accumulations so made as part of the Trust Capital for all the purposes hereof, but so that the Trustees may, at any time, pay or apply to, on behalf of or for the benefit of any one or more of the Beneficiaries, in



their discretion, the whole or any part/s of those accumulations as if they were still Trust Income.

8.3. Notwithstanding anything to the contrary herein contained, the Trustees shall have the power, in their entire sole and absolute discretion, to vest both Trust Capital and Trust Income in any one or more of the Beneficiaries, as determined by the Trustees in their sole and absolute discretion.

8.4. On the date of the termination of the Trust, the Trust Fund shall be distributed by the Trustees to that/those Beneficiary/ies, as the Trustees in their sole and absolute discretion determine, in such amounts and/or proportions, as the Trustees in their sole and absolute discretion determine.

9. OFFICE OF TRUSTEES

9.1. The Trustees shall have the power, by way of a unanimous resolution of the Trustees then in office (even if there are then less than 3 (three) Trustees in office), to appoint further Trustees in addition to those then in office or to replace those who have ceased to hold office. Any vacancy in the minimum number of Trustees shall be filled as soon as practicable after it occurs.

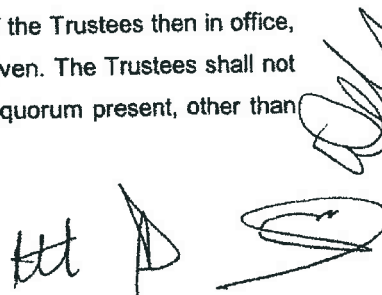
9.2. No Trustee nor any Related Person in respect of any Trustee shall be entitled to act for the Trust in the course of his business or his professional capacity or otherwise provide any services or goods to the Trust other than, in respect of any Trustee, the performance of his duties as a Trustee.

9.3. The Trustees shall convene and regulate their meetings and the manner of conducting their business as they think fit.

9.4. Any Trustee may at any time summon a meeting of Trustees on not less than seven days' written notice to the remaining Trustees, or on such shorter reasonable notice as is appropriate under the circumstances to all the Trustees if an urgent matter needs to be considered on shorter notice.

9.5. A resolution in writing signed by all the Trustees shall be as valid and effective as if it has been passed at a quorate meeting of the Trustees duly called and constituted.

9.6. A quorum of Trustees shall not be less than two thirds of the Trustees then in office, provided that proper notice of such meeting has been given. The Trustees shall not conduct any business at any meeting unless there is a quorum present, other than

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the appointment of one or more further Trustees under clause 9.1 if there is less than the required number of Trustees in office at the time.

- 9.7. Save as is set out in clauses 1.2, 9.1, 15 and 17, a resolution proposed or considered at a quorate meeting of the Trustees shall have been adopted and passed if the majority of the Trustees present at that meeting voted in favour of that resolution.
- 9.8. The Trustees may from time to time delegate to any individual Trustee/s or to a committee of Trustees any specific power, duty or assignment.
- 9.9. A Trustee shall automatically cease to hold office as such if:
- 9.9.1. his estate becomes insolvent;
 - 9.9.2. he is convicted of any criminal offence;
 - 9.9.3. he resigns by way of giving at least 30 (thirty) days' written notice to that effect to the remaining Trustees;
 - 9.9.4. at least 2 (two) of the remaining Trustees resolve that he should cease to be a Trustee; or
 - 9.9.5. he becomes "ineligible" or "disqualified" under the Companies Act, No. 71 of 2008 to be a director of a company or he or she becomes disqualified under South African law from holding office as a director of a company or as a person acting in a fiduciary capacity.
- 9.10. The Trustees shall cause proper records and accounts (which may be wholly or partially computerised) to be kept of their administration of the Trust Fund and of the financial affairs of the Trust and they shall ensure that a statement of the assets and liabilities of the Trust Fund is prepared annually in respect of each calendar year during which they are Trustees.

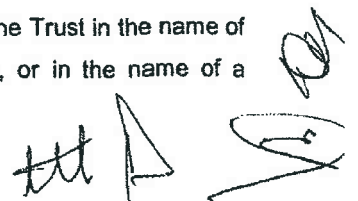
10. POWERS OF THE TRUSTEES

- 10.1. The Trustees shall manage and administer the Trust Fund, and for this purpose shall have full and unrestricted powers of dealing with the Trust Fund as if they were beneficially entitled thereto and the owners thereof. Accordingly the Trustees have, in addition to all powers enjoyed by them under the common law or by statute, the power for the benefit and purposes of the Trust to do whatever may be effected by a



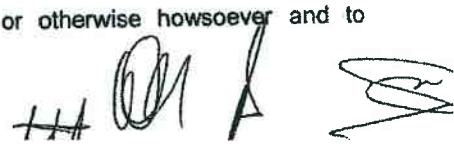
natural person who is *sui juris* in relation to his own affairs and, without derogating from the generality of the foregoing nor from the powers expressly or impliedly given to them elsewhere in this Deed, the Trustees also have the following specific powers:

- 10.1.1. to (a) reject or (b) accept and receive, any donations or other contributions made by anyone whomsoever to the Trust Fund;
- 10.1.2. to retain or to realise, invest and re-invest the Trust Fund in such manner and in such property, movable or immovable and tangible or intangible, whatsoever and wheresoever, in any part of the world, as they consider appropriate, regardless of limitation or restrictions imposed by statute or otherwise as to the character of investments to be made by trustees, and whether income producing or speculative or not and subject to such conditions as they may consider appropriate;
- 10.1.3. to acquire (whether by loan, purchase or otherwise howsoever), any assets whatsoever on such terms as to payment and acquisition as they consider appropriate;
- 10.1.4. to borrow such funds as they consider appropriate, with or without security, and/or pledge of all or any of the Trust Fund for such purposes as the Trustees regard as appropriate;
- 10.1.5. to buy, sell, lease, mortgage, encumber, let, insure, alter, maintain, improve, turn to account, demolish, amortise, exchange and/or alienate any property forming part of the Trust Fund, whether movable or immovable and whether tangible or intangible;
- 10.1.6. to lend money or other assets, whether upon security or not, to any person (other than and excluding to any Trustee and other than to and excluding to all Related Persons in respect of any Trustee), upon such terms and conditions as they consider appropriate;
- 10.1.7. to engage in any litigation or any other dispute resolution or administrative proceedings for and on behalf of the Trust, and to commence and prosecute or defend any proceedings before any court or any body or person of competent jurisdiction ;
- 10.1.8. to register investments or other assets acquired by the Trust in the name of the Trust without specifically naming the Trustees, or in the name of a



nominee company, or in such other manner as the Trustees consider appropriate;

- 10.1.9. to allocate income from any particular source and of any particular nature to a particular Beneficiary or Beneficiaries, to make any payments either in cash or in kind or partly in cash and partly in kind and to redistribute and allocate assets to any Beneficiary in such manner as they consider appropriate;
- 10.1.10. to determine the time of capitalisation of any Trust Income and to determine which Trust Fund assets constitute Trust Capital and which constitute Trust Income;
- 10.1.11. subject to clause 9.2 and any other relevant clause of this Deed, to employ, engage or otherwise contract with, and pay agents, advisers, service providers and other third parties;
- 10.1.12. to incorporate or acquire companies;
- 10.1.13. to form further trusts on substantially the same terms and conditions as this Trust, with the same trustees;
- 10.1.14. to exercise all rights of shareholders and members (including voting rights, receipt of dividends and entering into shareholders' agreements) in respect of shares and/or members' interests forming part of the Trust Fund;
- 10.1.15. to enter into any contracts on behalf of the Trust with any person whomsoever other than and excluding with any Trustee or any Related Person in respect of any Trustee, provided that the Trustees may enter into donation or other contribution agreements with one or more Trustees and/or Related Persons insofar as those agreements entail that Trustee or Related Person making a donation and/or other contribution to the Trust Fund;
- 10.1.16. to, in their representative capacity and in respect of the whole or part of the Trust Fund, bind themselves, as sureties for and on behalf of any Beneficiary or any body corporate in which the Trust or any Beneficiary may have an interest;
- 10.1.17. to carry on any business or enterprise on behalf of the Trust, whether through a company or in partnership or otherwise howsoever and to

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determine what proportion of the profit hereof, if any, shall be retained and what shall be available for distribution;

10.1.18. to, if the Trustees at any time purchase or otherwise acquire any share in any private company, nominate (and have elected) any one or more of their number or any other person to be a director/s of that company;

10.1.19. to divide the Trust Fund from time to time into separate portions and to administer each such portion for one or more Beneficiaries; and

10.1.20. to make such donations, payments and/or other contributions of any nature whatsoever from the Trust Fund to such person or persons as the Trustees resolve may contribute to the realisation of all or any of the Objects of the Trust.

11. TRUSTEES' REIMBURSEMENT AND REMUNERATION

11.1. The Trustees shall be reimbursed out of the Trust Fund for all reasonable and necessary travelling and accommodation expenses incurred by them insofar as it was necessary to do so in order to enable them to perform their duties as Trustees, whether in attending meetings of the Trustees or otherwise and the Trustees shall charge those expenses so incurred to the Trust Capital and/or the Trust Income in such proportions as they in their discretion determine.

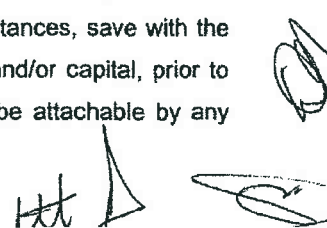
11.2. The Trustees will not receive any fee or other financial compensation for the performance of their duties as such.

12. TRUST FUND IS SEPARATE FROM TRUSTEES' PERSONAL ASSETS

Howsoever or wherever the Trust Fund may be held or registered it shall be held by the Trustees on and for the account of the Trust and at no time shall the Trustees acquire for themselves or on their personal account any vested right or interest in the Trust Fund.

13. RESTRICTIONS ON BENEFICIARIES

13.1. The income and/or capital to which any Beneficiary is or may become entitled to under this Deed), shall not, prior to any such income and/or capital vesting in such Beneficiary, be capable of being disposed of, ceded, assigned, pledged or encumbered in any way by any Beneficiary under any circumstances, save with the prior written consent of the Trustees, nor shall such income and/or capital, prior to any such income and/or capital vesting in such Beneficiary, be attachable by any



creditor of such Beneficiary or vest in his trustee on insolvency or in any statutory assignee.

- 13.2. If the estate of any Beneficiary is sequestrated or any Beneficiary is placed in business rescue, liquidation, administration or any similar status, the right of that Beneficiary to receive payment or distribution of any Trust Income and/or Trust Capital or any portion thereof shall, if the Trustees so resolve, cease and be forfeited immediately in favour of the Trust.
- 13.3. As the Trust is a discretionary trust, no Beneficiary has any right or entitlement to any asset in the Trust Fund unless and until the Trustees have resolved that that asset should be distributed to that Beneficiary.
- 13.4. Any class of income distributed by the Trustees to a Beneficiary shall retain the same character in the hands of that Beneficiary as it had in the hands of the Trust.

14. TAXATION

All taxes which are levied by any government or other competent authority on the Trustees, in their representative capacities or on the Trust Fund, shall be paid out of the Trust Capital or the Trust Income.

15. TERMINATION OF THE TRUST AND DISTRIBUTION OF TRUST FUND

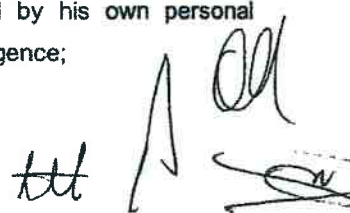
The Trustees shall be entitled by way of unanimous resolution at any time to terminate the Trust, in part or in whole, by distributing to such Beneficiary/ies, in such proportions (if applicable) as they may in their sole and absolute discretion decide all of the Trust Fund.

16. DISCRETION

16.1. Where this Deed provides for the exercise of discretion by the Trustees or the exercise of any power in their discretion, that discretion shall be the sole and absolute discretion of the Trustees as they think fit.

16.2. Subject to the Statutes –

16.2.1. no Trustee shall be liable to make good to the Trust or any Beneficiary any loss occasioned or sustained by any cause, howsoever arising, except such loss as may arise from or be occasioned by his own personal dishonesty or other wilful misconduct or gross negligence;

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16.2.2. no Trustee shall be liable for any act of dishonesty or other misconduct committed by any other Trustee unless he knowingly allowed it or was an accessory thereto; and

16.2.3. the Trustees shall be indemnified out of the Trust Fund against all claims and demands of whatsoever nature that may be made upon them arising out of the exercise or purported exercise of any of the powers hereby conferred upon them.

17. AMENDMENT OF TRUST

The provisions of this Deed may be varied in writing by way of a unanimous resolution of the Trustees to that effect, but during the lifetime of the Founder, the Trustees may only so vary this Deed if they have also obtained the Founder's written consent thereto. After the Founder's death the provisions of this Deed may be varied by way of a unanimous resolution of the Trustees to that effect but they may not vary the Deed to add or remove Beneficiaries unless they in their discretion consider that doing so will contribute towards the realisation of all of any of the Objects of the Trust.

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SIGNED at BRAMFLESBURG on the following dates respectively:

DATE

SIGNATURE

7/2/17

James Thokoana Motlatsi
James Thokoana Motlatsi

7/2/17

James Thokoana Motlatsi
James Thokoana Motlatsi

7/2/17

Raymond Sifiso Ndlovu Dabengwa
Raymond Sifiso Ndlovu Dabengwa

7/2/17

Crispian Garth Olver
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Donné Leigh Nicol
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MASTER OF THE SOUTH GAUTENG HIGH COURT (137)

Gesertifiseer 'n ware afskrif van die oorspronklike en
geen aanduiding van enige veranderings op die oorspronklike deur ongemagtigde persone nie.
Certified a true copy of the original and no indication
of any alteration on the original by unauthorised
persons.
EX OFFICIO *Donné Leigh Nicol*
MASTER OF THE SOUTH GAUTENG HIGH COURT
MEESTER VAN DIE SUID-GAUTENG HOOGGEREGSHOF