1

I Tiaan Lombard ID Number 700510 5064 08 5 hereby declare under Oath in English.

2

I am a 54 year old adult male, currently residing at 24 Nicklaus street, Silver Lakes, Pretoria.

3

This affidavit is made to further with existing Cases laid against individuals mentioned herein as well as to add further charges against the following entities and/or individuals:

a) Mr Gerhard Ferreira – Fraud, Theft, Money Laundering, Corruption, Attempted Bribery, Attempted destruction of evidence used in a criminal investigation.
b) Hoërskool Waterkloof School Board - Corruption and Attempted Bribery.
c) Mr Eduard Hugo – Theft, Money Laundering, Tax evasion, VAT Fraud.
d) Judge Eberhard Bertelsmann – Corruption.
e) Christopher Roos – Corruption.
f) Vaughn Victor – Corruption.
g) Strydom Rabie Attorneys – Corruption.
h) Ian De Jager – Corruption.

4

I am the sole Director and 100% Shareholder of All Encompassing Switching, also known as AE Switch.

5

All AE Switch is a fintech Business duly registered with the Payments Association of South Africa (PASA), as a Third-Party Payments Provider (TPPP). – **ANNEX1**

6

As a registered TPPP, AE Switch is regulated and governed by

The South African Reserve Bank Act (SARB ACT 90 of 1989)

The National Payment Systems Act (NPS ACT 78 of 1998) and it's Directives

The South African Banks Act (Banks ACT 94 of 1990)

The Payments Association of South Africa (PASA) now becoming the New Payments Industry Body (PIB) of which AE Switch is a member.

HISTORY AND BACKGROUND

7

From 21 August 2021 I have been assisting the Hawks with an undercover project named Project Dune. This project was later extended to 31 January 2023. – **ANNEX 2**

8

The Data supplied and collected by AE Switch is crucial in the successful prosecution of the Parties involved and has exposed crimes that are still under investigation by the Hawks.

9

Since February 2023 to date, AE Switch has been assisting Price Waterhouse Coopers (PWC) whom have been appointed by the Hawks to audit the data. This data has been found to be correct attesting to the accuracy of the AE Switch System.

10

I met Mr Eduard Hugo through a mutual acquaintance during an event named KKNK held in Oudshoorn during April of 2023 as a payment service provider to Absa Bank. Due to the efficiency of the AE Switch platform, Mr Hugo expressed his desire to make use of the AE Switch Solution to provide services to his business named SA Concerts (Pty) Ltd.

11

I introduced Mr Hugo to Mr Gerhard Ferreira whom at the time was an employee of AE Switch and in charge of our event management.

12

Mr Ferreira, I met while providing payment services to Hoërskool Waterkloof as the vice chairman of the Hoërskool Waterkloof School Board. I knew Mr Ferreira to be an attorney whom from then on assisted with the drawing up of ALL AE Switch Legal Documentation and Contracts.

13

At the end of 2022, Mr Ferreira could no longer serve on the School Board, since his son, a student in Hoërskool Waterkloof has completed Grade 12.

14

During the Beginning of 2023, Mr Ferreira was employed as a permanent employee of AE Switch. **– ANNEX 3**

15

Mr Marius van der Walt I met during 2020, through Mr Ferreira whom at the time was freelancing for AE Switch, in assisting with developing Web Interfaces. Mr van der Walt was permanently employed by AE Switch as from June 2022 **– ANNEX 4**

16

At no time did AE Switch or can it supply services through 3rd party service providers as this would be in contravention of Section 7 of the NPS ACT 78 of 1998. AE Switch also does not have any contract with any 3rd party service provider who are not registered with PASA.

17

Mr van der Walt, who permanently employed by AE Switch at the time, had the task of developing web-based interfaces specifically for the AE Switch V-Ticket and V-Wallet interfaces while using the AE Switch backend as core to the application functionality. AE Switch Customized the

appearance of each interface for it's clients but the core functionality and service remains the same. – **ANNEX 5**

18

V-Wallet and V-Tickets is a product owned by AE Switch, a name coined by mr Ferreira as these products was client facing and all internal processing and data management handled by the AE Switch Platform. Such applications are thus hosted on AE Switch owned hardware and hosting facilities. (Refer URL - Annex 5).

19

I, Tiaan Lombard hereby further declare under Oath in English

AE Switch Platform

20

AE Switch does not provide services to clients with whom It does not have a signed agreement. In terms of PASA it is also a requirement that such company be VAT Registered.

21

Clause 5 of our Client Contract specifically states that the agreement between AE Switch and it's clients only becomes binding once all of the regulatory requirements have been met. – **ANNEX** 6

22

These regulatory requirements must include a signed contract, All KYC documentation as well as an SARS related documentation such as VAT and TAX certificates. – **ANNEX** 6 Clause 5

23

It is further a requirement that all Merchants maintain an adequate audit trail of all transactions in relation to it's agreement with AE Switch. **ANNEX 6** Clause 9

24

Merchants may only make use of AE Switch devices to perform transactions and 3rd party or competitor devices is not permitted. Transactions performed on 3rd party devices will not reflect on the AE Switch merchant platform and AE Switch would thus not be able to account for such transactions. – **ANNEX 6** Clause 9.11

25

When accepting Credit Card or online transactions, funds do not reflect in AE Switch TPPP account immediately since AE Switch makes use of various bank devices and online payment providers to facilitate these transactions.

26

During public holidays, banks and payment institutions publish the dates on which settlement would take place in the AE Switch TPPP Account. Over December holidays, this time delay for funds to be received could take as long as 7 to 8 days, depending on the holiday dates, such as was the case during December 2023.

27

Members of the public still have the ability to dispute, reverse or cancel credit card transactions made up until 3 months after payment was made by credit card. Thus funds are only made available to clients once the audit has been completed up to a maximum of 180 days. Clause 14 and Specifically clause 14.15 of the Merchant Agreement. – **ANNEX** 6

28

Thus, should payment be received from a credit card holder and paid over to the merchant, such funds would be returned to the card holder by the card holders bank from the AE Switch TPPP Account. This would mean that AE Switch would be short in it's required funds since the funds would then already be in the merchant's bank account.

29

At the end of the event, and only at the end of the event does AE Switch perform an audit on all transactions and funds received. This is to ensure that reversals performed by card holders are accounted for, and that all VAT and other fees are recouped from the merchant account before funds are paid to the merchant.

30

AE Switch VAT registered with the South African Revenue Services (SARS) with VAT Number 4570278632. Thus all services including ticket sales incurs VAT payable to SARS by AE Switch.

SA Concerts Events

30

Since a VAT certificate is required, On 26 June 2023, Mr Hugo requested my assistance in obtaining a VAT certificate since his appointment with whomever he was requesting assistance for such, could only be made on the 27th of July 2023. – **Whatsapp Voice Note Eduard Hugo**.

31

I referred Mr Hugo to my internal accounting officer, mr Casper Kruger since this would have given him immediate access to a person whom can assist in applying for such VAT certificate. I later found out from Mr Kruger, that Mr Hugo did not attempt to contact him to assist with the application for A VAT certificate.

32

On 28 July we did the first event for SA Concerts called Bok van Blerk, held in Mosselbay Townhall. At this time Mr Hugo was stating that he is still awaiting his VAT certificate.

33

On the 4th and 5th of August we did the second event for Mr Hugo called Loslit Fees 2023 held at Krugersdorp. Mr Hugo again stated that he was still awaiting his VAT certificate and that this would be ready within the next 6 to 8 weeks.

F-5

34

On the 3rd of May, Mr Eduard Hugo made his first request for a sponsorship on a group chat via whatsapp. – **ANNEX** 7

35

During this Whatsapp and throughout all discussions Mr Hugo indicated a minimum turnout of at least 15 000 people attending the event per day. – **ANNEX** 7

36

At first I had no intention to sponsor any event as I was merely a service provider at this point. On 31 May at 14H00, I had a meeting with Mr Gerhard Ferreira at my house in Silver Lakes where he consistently attempted to persuade me to Sponsor the event for SA Concerts.

37

From then on Mr Ferreira nagged me to sponsor the event until I had a meeting on the 9th of June 2023 with both Mr Ferreira and Mr Hugo. During this meeting Mr Hugo told me that he needed to buy out his business partner and that this would cost around a million Rand. Mr Hugo further told me that he was supposed to have had the money already to do so but was still waiting for R 7 Million Rand being owed to him by Afrikaans Is Groot, another music industry leader.

38

During this meeting, Mr Ferreira produced a spreadsheet indicating that even if a minimum of 10 000 people per day was to attend, instead of the expected 15 000 people per day, that there would still be profit to be made even if we had sponsored R 1 700 000.00. I asked how they could be so sure, and was assured by both Mr Ferreira and Mr Hugo, that Mr Hugo had done these numbers at all of the events that he had hosted before.

39

Mr Hugo stated that if he was to buy out his business partner, which he apparently had to do at the time, that he would not have enough funds to host the event. I told Mr Hugo that I could not assist with buying out his partner but would rather sponsor the sound and stage. That way Mr Hugo can use the funds he has to buy out his partner, but I would need to think about it.

40

At this point, AE Switch had already invested a tremendous amount of money in developing additional interfaces and functionality to accommodate for the 6 day Festival to be held called Somerfees, in Mosselbay from the 27th of December 2023 until the 1st of January 2024

41

Based on both Mr Hugo and Mr Ferreira's so called facts about the number of people that will attend the event, I decided to sponsor the SOUND AND STAGE Only and received an invoice for R 1 000 000.00 from SA Concerts on the 1st of July 2023 – **ANNEX 8.**

F. S

42

Since this would push SA Conerts over a million rand Threshold, I again raised my concerns about Mr Hugo having to get a VAT number. With this turnover through his business, a VAT number would now become crucial as this would be a SARS requirement.

43

Mr Hugo again assured me that his accountant had already applied for the VAT Number and that he is just waiting for the number from SARS. Mr Ferreira indicated that he was assisting mr Hugo in getting all the required documentation in order to have this done speedily.

44

On the 14th of July, I paid the invoice to SA Concerts (Pty) Ltd bank account to the amount of R 1 000 000.00 – ANNEX 9

45

From 27 Novermber until the 3rd of December 2023, AE Switch had conducted an event held at Kungwini Welfare organization, and was busy with the monitoring of this event when AE Swith COO, Mr Jansen brought it to my attention that funds was paid from the funds due in a previous event to the merchant, to the personal bank account of Mr Marius van der Walt. These funds were taken from the AE Switch TPPP Account and was allocated for the cash transactions float to be completed at the Mosselbay Festival.

46

During this audit we also found that Absa bank had placed a hold on funds in excess of R 500 000 from the AE Switch TPPP Account. I informed Mr Ferreira of the hold on the account placed by Absa in order for him to be aware that we will be short of these funds in the TPPP account as a result on the hold, while I am communicating with Absa Bank on the matter. – ANNEX 10.

47

By mid December, Absa had rectified the matter and funds was released. Mr Gerhard Ferreira was aware of this fact. – ANNEX 11

48

By this time tickets were being sold for SA Concerts, Mr Hugo consistently requested financial assistance as he had to pay other service providers that he had not yet been able to pay since he did not yet receive the money owed to him by Mr Arnold Koleski from Afrikaans is Groot. This got to a point where even Mr Ferreira was begging from me to assist Mr Hugo with the funds.

49

Keeping in mind that AE Switch did not yet receive all the funds from ticket sales, (Refer Clause 9 Above) I allowed Mr Ferreira whom had administrator access to the platform as it was his duty to perform all KYC and client registrations to grant access to Mr Hugo to funds already received, knowing that this is a risk as some ticket holders could cancel their tickets and members of the public could reverse their transactions.

50

On 16 December, I Received another Invoice from Mr Hugo for R 200 000.00 for Sound and Stage.

Mr Hugo assured me that he had already paid the R 1 000 000 as a deposit to the person supplying the sound and stage and that only the balance is now outstanding. – ANNEX 12

51

Since at this point less than a thousand tickets had sold for the entire event spanning over 6 days thus far, I took R 200 000 from my personal Credit Card to pay this invoice. On 21 December 2023 Mr Hugo gave me the number for Mr Leon Pheiffer from EPH Productions and requested I contact him to arrange for how the balance could be paid, as there is a balance outstanding of R330 000.

52

Both Mr Hugo and Mr Ferreira insisted that the ticket sales would pick up as the event is started as this is usually the case. I raised my concerns several times about the promises of 15000 people per day.

53

I immediately contacted Mr Pheiffer and assured him that he will be the first to get his funds once we settle the merchant accounts as at this time Mr Pheiffer refused to continue with the event unless paid in full.

54

From before the event started up until the last day of the event Mr Hugo was withdrawing all the funds Mr Ferreira had given him access to, including fees and even funds not yet received for online credit card transactions or card transactions performed on the payment terminals.

55

During the event I also found out that Mr Hugo had purchased a new vehicle for himself and I assumed that he had received the funds owed to him from Mr Koleski.

56

Mr Alex Beeforth, one of my employees present at the event had also informed me that competitor devices were being utilised for payments at the event by merchants not even registered on our merchant platform. This was already a serious breach of contract (Refer Clause 24)

57

Arguments ensued between myself and Mr Ferreira as it was his duty to ensure that rules are complied with at all times. During these arguments, I further realised that Mr Marius van der Walt working with Mr Ferreira had absconded since I enquired about the funds that was transferred to his private bank account by Mr Ferreira from the AE Switch TPPP Account.

58

By the 5th of January 2024, I came to realize that Mr Hugo had already taken out more funds from his merchant account that was due to him due to the access granted to him by Mr Ferreira. I could not be sure as we were still waiting for the online transactions to settle to our TPPP account and still needed to audit the merchant account.

59

The audit process started on the 8th of January, performed by both myself and Mr Ian Jansen, COO of AE Switch. Due to funds being paid to SA Concerts pre-maturely to assist with his shortage of funds the audit process in itself took longer than anticipated.

60

While conducting the SA Concerts Somerfees Audit, we came to realise that even the VAT payable by AE Switch to SARS on ticket sales had already been paid to SA Concerts Bank Account. ANNEX 13b

61

For complete Reference, The Audit Report is attached as **ANNEX 13 a-g**

62

By this time I had suspected foul play by conducting the audit and contacted Mr Leon Pheiffer again just to find out that both Mr Eduard Hugo and Mr Gerhard Ferreira had lied to me about the actual cost of the stage. – **ANNEX 15**

63

Mr Pheiffer even indicated on the invoice itself each payment received and the date on which the payments was received for the hire of the stage. These dates matched amounts paid out by Mr Hugo from the Merchant account and included funds that should not have been taken in the first place.

64

This meant that the deposit of R 1 000 000 for the sound and stage was never paid to EPH Productions.

65

On 7 February 2024, I contacted Mr Arnold Koleski from Afrikaans is Groot just to find out that the R 7 000 000 apparently owed by him to Mr Hugo is also a lie. Mr Koleski Denied owing any money to Mr Eduard Hugo and stated that he had warned Mr Hugo on previous occasions to stop spreading false accusations.

66

Mr Koleski confronted Mr Hugo telephonically about this allegation and Mr Hugo told Mr Koleski that his lawyer, Gerhard was advising him on the matter in some manner or another.

67

When Mr Koleski spoke to me again and told me about Mr Ferreira's involvement, I immediately confronted Mr Ferreira that must have spoken to MR Eduard Hugo About this. I also told Mr Koleski that this could not be since Mr Ferreira, although being a lawyer could not act as his lawyer since he is my employee.

68

Mr Koleski forwarded the message he got from Mr Eduard Hugo to me after Gerhard must have spoken to Mr Hugo. – **ANNEX 16**

69

At this point in time, Mr Hugo still did not have a VAT Number. I requested from Mr Hugo at least a TAX clearance certificate to ensure that AE Switch is compliant with the regulations set out by SARB. To date, AE Switch still did not receive either a VAT number or Tax Clearance Certificate. **ANNEX 14**

70

By 31 January 2024 and while still busy with the audit, Mr Hugo had already announced to the media that AE Switch did not pay him and that many of the merchants at the event had not received their funds. This while the audit process was still ongoing. I was contacted by Jana van der Merwe from Network 24 and given 2 hours to respond to the allegations.

71

This long before the audit was complete. I knew that Mr Hugo was still in debt as the event did not even come close to 10% of the expected number of people expected to attend the event, while cancelling some of the shows that was supposed to be held due to lack of ticket sales. – **ANNEX 17**

72

I confronted Mr Hugo whom at that stage told me that Mr Gerhard Ferreira had advised him to pursue a liquidation application against AE Switch. I found this extremely peculiar since Mr Ferreira was still in the employment of AE Switch.

73

Again I confronted Mr Ferreira. Mr Ferreira threw his hands in the air and stated that he did not know what else to do or say. Mr Ferreira was fully aware that the audit process needed to be completed and said that he would rectify the matter.

74

Mr Hugo did not only contact the media, but contacted ABSA Bank and other service providers to AE Switch, stating that AE Switch owes him money, causing extreme reputational damage to AE Switch.

75

Mr Hugo sent me a voice message after Mr Ferreira had contacted him, stating "cool Tiaan, I think we just tried one another. I was furious and threatened both him and Mr Ferreira with criminal charges for the fraud I had already discovered. (Voice Note – Eduard HUGO)

76

After threatening Mr Hugo with Criminal Action, I received a letter from his attorney stating that all actions against AE Switch had been withdrawn. – **ANNEX 18**

77

On 31 January, Mr van der Walt resigned with immediate effect after returning from holiday without giving 30 days notice as was by his contract of employment with AE Switch.AE Switch initiated a disciplinary process against Mr van der Walt, firstly for absconding and to further establish to reason for funds being transferred from AE Switch TPPP account to his private account.

78

Since we were investigating this fraudulent transaction of funds moving to Mr van der Walt's personal account, Mr Ferreira pleaded for me not to pursue legal action against Mr van der Walt.

I responded to mr Ferreira that it was my fiduciary duty to take action against Mr van der Walt as the transaction was criminal in nature. Mr Ferreira committed to rectify the matter himself since he was the person performing the transaction. I laid a criminal charge against Mr van der Walt at Boschkop Police station, since he refused to give us access to our equipment and for the money that was paid to his personal account. Boschkop CAS 142/2/2024. Mr van der Walt then only returned all AE Switch equipment but not the funds that was transferred to his account by Mr Ferreira.

79

Not only did Mr van der Walt ignore 3 requests to attend a disciplinary hearing but also initiated action against AE Switch with the CCMA (Case Number GATW 2794/24). AE Switch attended this hearing and again Mr van der Walt did not attend. The CCMA office even contacted mr Van der Walt whom stated that he had withdrawn. **ANNEX 20**

80

On 8 February I discovered the letter that Mr Ferreira had given to Mr Hugo dated 18 January 2024, wherein mr Ferreira falsely stated that AE Switch is a service provider to Virtual Wallet and Hugo Holdings (Pty) Ltd. This letter immediately raised serious flags since this was a fraudulent document. **ANNEX 19**

81

On 5 March 2024 I registered a case with Boschkop police against mr Eduard Hugo whom I had by now confirmed that his claim of being owed money by Mr Koleski was a scam to obtain a sponsorship from me as he had never before had any successful event as claimed by him and Mr Ferreira. Boschkop CAS 19/3/2024

Liquidation Mafia

82

During November 2023, I was contacted by a Mr Christopher Roos, a liquidator whom at the time was in the process of attempting to liquidate a holiday resort. I was being offered an opportunity to purchase a property valued at several million rand for a fraction of the actual value of the property. I declined.

83

Mr Roos then requested names of people held on our database that they could use to liquidate the person against whom I was assisting the Hawks with the investigation called Project Dune. I refused to divulge any information in this regard, notifying Mr Roos, that this would interfere with an ongoing Investigation being conducted by the Hawks.

84

Mr Roos, clearly stated that I need not worry about a thing, since the people involved in the liquidation had experience in state security matters and had done this type of thing before. At this point Mr Roos indicated that they already had an entire team ready to perform the liquidation of the person being investigated which would include Judge Bertelsmann ("The father of liquidation in South Africa"), The Master of the Supreme Court, Advocate Vaughn Victor, attorney Ian de Jager and Attorney Susan Strydom. I declined, and Kept Col Danie Bruwer, Head of project Dune abreast of all developments.

85

On 22 February 2023, whilst still performing the audit for SA Concerts, I received a message from Mr Roos, again requesting information – **ANNEX 21.**

86

At this time, Mr Roos stated that they had already been appointed by the Master of the Supreme Court as Liquidators to the case against Tariomix, one of the companies being investigated in Project Dune. At this point demanding funds to be paid over to the liquidators. No appointment had been made yet by the Master of the Court. At the time, mr Roos confirmed that the Master is on leave and that they would have the documentation in hand by the time he returns. I need not worry, since he is in their pocket.

87

Since I already knew that this was being set up, I demanded the appointment Certificate stating that they were in fact already appointed as provisional liquidators to the case. I found it extremely alarming since no liquidation was granted yet, but they already knew that they would be appointed as provisional liquidators. ANNEX22

88

Mr Ferreira introduced me to Advocate Christo Zietsman whom would assist with the matter as well as supporting the matter himself. All matters related to the Liquidation process of Tariomix was then handled by Adv Zietsman whom also attended each liquidator enquiry held by the liquidators. ANNEX 23

89

From the onset, I expressed my concern to Judge Bertelsmann about the corruption taking place, whom indeed had then been appointed as Commissioner along with the rest of the team as mentioned by mr Chritopher Roos. Judge Bertelsmann, ordered that not only Tariomix data be handed over to the liquidators, but all information given to the hawks pertaining to Project Dune. ANNEX 23 a-f

90

At the last 417/418 Enquiry held with Commissioner Bertelsman, I expressed my disgust that as a Judge he did not concern himself with Justice but rather with receiving payment for the ongoing liquidation process which was already being chased unethically and left the hearing stating that I would take all evidence I had to the media to expose this corruption.

91

Mere hours later it was front page news in Network 24 whereby the liquidator himself contacted Network 24 exposing my 252A warrant directly to the media endangering my life as no one at the time knew that I was assisting the Hawks. In addition Judge Bertelsmann withdrew from the case with immediate effect.

92

During this publication the liquidators published "findings" from the data handed to them under order of Judge Bertelsmann that was completely incorrect and fabricated. I told them that PWC took 2 years to do a complete audit, while they did it in a matter of a few days which was impossible.

93

The liquidators also stated that I, the person whom had developed the application, did not understand the data. I found this preposterous since the entire system was designed by myself and knew that their information was entirely incorrect

94

At the subsequent Hearing held on 26 April 2024, while a new Commissioner was appointed, I was again requested for assistance to help analyse the data. I questioned why my help is required at this point, since they had already made their so called findings public, which I also again informed them that the their findings was incorrect. **ANNEX 24**

95

Throughout this, Mr Ferreira was actively involved in the matter along with Advocate Christo Zietsman. I expressed my concerns about mr Ferreira to mr Zietsman, whom I feared at the time may jeopardize the case as Mr Ferreira was now criminally implicated too. As such a criminal case of fraud was laid at Boschkop Police station against Mr Ferreira. Boschkop CAS 21/6/2024

96

My understanding from supervisor of the investigating officer at Boschkop (Captain Smit) was that the 3 cases had been combined as one and sent to the Provincial Commisioners office for investigation due to the seriousness of the crimes. At this point we had through our audit discovered that Mr Ferreira removed 56 names of Waterkloof Hoërskool staff and management from the tariomix platform being investigated by the Hawks, along with several hundred other individuals whom were also implicated in the scheme in order to protect them from being hunted by the liquidators.

97

Two of the names were persons specifically investigated as key individuals in the matter and co-planners of the organized crime ring. One of these persons has a family member, very senior in the school and also an investor in the Ponzi Scheme Operated by Tariomix. -ANNEX 25

SA Concerts Liquidation Application

98

At this point the Liquidation application was made by SA Concerts as the only attempt to claim funds from AE Switch. To my surprise I found that there was not only one letter addressed by Mr Ferreira to Mr Hugo but 3.

99

Again I confronted mr Ferreira and asked him about letters 2 and 3 now used as evidence in a liquidation attempt against AE Switch. Mr Ferreira stated that at the time, he wrote the first letter to mr Hugo whom was not satisfied, and requested a 2nd and 3rd letter from Mr Ferreira. Mr Ferreira Said that he had wrote the additional letters to the behest of Mr Hugo.

100

I told mr Ferreira that he should rectify this matter immediately and supply me with an affidavit indicating his reasons for writing letters to mr Hugo, claiming to be the owner of the company providing services to Mr Hugo.

101

Mr Ferreira said that he would speak to Advocate Zietsman to assist with this affidavit to rectify the matter. I could not understand that Mr Ferreira, being an attorney would need to get assistance from an Advocate to write his affidavit. Mr Ferreira deliberately avoided each attempt to finalize this affidavit and kept on stating that he was too busy with clients.

102

On 11 September 2024, I received an Invoice from Advocate Zietsman for the amount of R31 625.00 for the so called affidavit made by Mr Ferreira to rectify the fraud committed by him. To date, I did not receive this affidavit. – ANNEX 26

103

Shortly after the liquidation attempt against AE Switch, I was informed by Advocate Hendrik van Staden that the same provisional liquidator that was appointed corruptly to liquidate Tariomix, had been appointed as provisional liquidator to AE Switch. The coincidence was uncanning.

104

In a 381 Complaint to the Master of the High Court, about this corruption by the person being investigated for criminal activity, I found the communication between the liquidators specifically stating that AE Switch MUST Fall. I surmised that this would be since I did not want to co-operate with their corruption. – ANNEX 27

105

On 25 May, Mr Ferreira stated that he had a solution to the problem and that I should not worry about a thing. Mr Ferreira stated that Waterkloof Hoërskool would foot the bill for the liquidation application made by mr Hugo, to the extent of either R1.6 Million or R1.9 Million. I was intrigued by why this would be the case and requested a meeting with Waterkloof Hoërskool on 27 May 2024. This meeting was thus held with the School board of Waterkloof at their school on the 27th of May 2024.

106

During the meeting held at the school with the board, I first requested who's idea this was to which every reply I got was that it is an unanimous decision by the board. I could not find out whom the person was who suggested this bail-out, which I immediately construed as a bribe not to continue with the case against Mr Ferreira.

107

I expressly stated that I am not comfortable with taking a bribe and demanded whom the person was that made such suggestion. By accepting the bribe, and letting go of the application made by mr Hugo, would indicate that my data is wrong, and that I could not in terms of my fiduciary duties agree with such notion.

108

The deal would consist of Waterkloof Highschool paying Mr Hugo, while Waterkloof School would "purchase a licence" to make use of the AE Switch Software which they themselves had already been utilizing for several years by this time.

109

Subsequent requests to meet with the principal of Waterkloof High School was denied as I realised that at this time, all focus was on protecting Mr Ferreira.

My Arguments

110

Mr Hugo nor Eduard Hugo Holdings had any contract with AE Switch and the only contract handed in by Mr Hugo in the application was that of SA Concerts (Pty) Ltd. Mr Hugo used this tactic to inflate the number of applicants, but all applicants in this matter is the same person.

111

Mr Hugo did not produce the two fake applicants' contract with AE Switch, namely Eduard Hugo Holdings and Eduard Hugo himself. AE Switch has no legal or binding contract with either these to applicants.

112

Mr Hugo did not attempt dispute resolution as is catered for in section 34 of the Merchant Agreement. Instead opted to immediately apply for liquidation.

113

Mr Hugo did not adhere to the timelines of up to 180 Days or allowing for the audit process to complete before this application. I believe that this was done to obscure the theft they had already committed by taking funds not owed to them.

114

The applicant did not produce his audit trail of which he was supposed to have kept record of to prove that funds are being owed – ANNEX 6 Clause 9.8

115

Mr Hugo has still not supply a tax clearance certificate. AE Switch is a regulated company and even if we had owed him money, such money would only clear upon presentation of a tax clearance certificate.

116

In Mr Hugo's voice note sent to me on 26 June 2023 at 15:23, he already acknowledged that he would need a VAT number yet made no effort to obtain such, knowing that he would be applying for liquidation instead of going through every legal channel available to him.

117

Mr Hugo was in breach of contract during the festival by utilizing competitor payment devices, realizing then already the extent of the problems he had created.

118

I find it peculiar that the 3 persons whom have been criminally charged, are the very same 3 persons pursuing this liquidation with such contempt for the truth.

119

Mr Hugo furthermore did not show the entire conversation he supposedly had with Absa Bank and I surmise that he used the knowledge of Absa holding funds back on the AE Switch TPPP account since he had been coaxed by Mr Ferreira.

120

The documents presented to the Court as proof of funds being owed is a document created fraudulently by Mr Ferreira, making the entire application fraudulent. Especially if Mr Ferreira had to redo the letter another 2 times in order to satisfy Mr Hugo's needs.

121

I now believe that Mr Ferriera had assisted Mr Hugo in this fraudulent attempt, since Mr Ferreira had already contacted AE Switch clients, stating that they should rather proceed with Mr Ferreira doing business as AE Switch was being liquidated. These clients includes OBC Chicken as well as Waterkloof School.

122

The funds used to sponsor the stage was obtained by scamming me out of the money with lies about funds being owed to Mr Hugo by Afrikaans is Groot. This is the funds utilized to purchase his new vehicle instead of paying the costs due.

123

By now I had also realised that Mr Ferreira had already engaged with Mr Hugo to continue business with Mr Hugo in attempting to supply the same services, effectively hijacking AE Switch business from 3 different clients, all with fraudulent applications.

124

While examining the company Laptop owned by AE Switch after it's return from mr Ferreira, we realized that the data on the laptop has all been deleted. This in effect is deliberate destruction of private property. All Company contracts and documents belongs to AE Switch, and Mr Ferreira had no authority to destroy the data.

125

An attempt to retrieve the deleted documents was made but unfortunately only some documents could be retrieved. Among these recovered documents, we found additional documentation fraudulently created by Mr Ferreira and presented to AE Switch Clients for Payments – ANNEX 25

126

I hereby thus lay charges of Corruption and Attempted Bribery against Mr Gerhard Ferreira and the School Board of Hoërskool Waterkloof. I wish to also include theft of all AE Switch Documents held in Mr Ferreira's possession, including all client contracts as well as an additional charge of Deliberate destruction of company property.

127

I furthermore wish to lay a charge of corruption against the liquidators of Tariomix (Pty) Ltd and request that this matter be thoroughly investigated.

128

I know and understand the contents of this affidavit. I have no objection to taking the prescribed oath and I consider the prescribed oath to be binding on my conscience.

TIAAN LOMBARD (DEPONENT)

I certify that the above statement was taken by me and that the deponent has acknowledged that he/she knows and understands the contents of this statement. This statement was sworn to/affirmed before me and deponent's signature/mark/thumbprint was placed thereon in my presence.

Boschkop 2024-11-13 om at 13:44 2024

(HANDTEKENING) KOMMISSARIS VAN EEDE DATE (SIGNATURE) COMMISSIONER OF OATHS

VOLLE VOORNAME EN VAN IN DRUKSKRIF
FULL FIRST NAMES AND SURNAME IN BLOCK LETTERS

Plot 34 Mog Place

BESIGHEDSADRES (STRAATADRES)
BUSINESS ADDRESS (STREET ADDRESS)

Boschkop

RANG/RANK

SA POLISIEDIENS
SA POLICE SERVICE

SUID-AFRIKAANSE POLISIEDIENS
STATION COMMANDER
2024 -11- 13
BOSCHKOP
SOUTH AFRICAN POLICE SERVICE