

SETTLEMENT AGREEMENT

between

PETER ANDREW FAUCITT
(Identity Number: 5204305708185)

and

JACQUELINE FAUCITT
(Identity Number: 5706070898181)

and

DANIEL JAMES FAUCITT
(Identity Number: 8207155300182)

(Together "the Parties")

A handwritten signature in black ink, appearing to read 'Peter Andrew Faucitt', located at the bottom right of the page.

1. Introduction

- 1.1. Peter Faucitt obtained an *ex parte* order against Jacqueline Faucitt and Daniel Faucitt under case no: 2025-137857. A number of disputes arise in relation to the order and the relief sought in respect of part B of the proceedings under case no: 2025-137857.
- 1.2. The parties have agreed to settle in good faith the disputes which exist between them on the basis set out below.
- 1.3. The parties agree to remain bound by the terms of the aforesaid order of Court until such a time as same is set aside or agreement is reached with regards to the finalisation of the aforesaid matter.

2. Settlement

2.1. Forensic investigation

- 2.1.1. The parties jointly agree that Forvis Mazars will be appointed to conduct a forensic investigation into the financial affairs of the third to sixth respondents in case number 2025-137857.
- 2.1.2. The parties' attorneys of record will jointly finalise the terms of reference, which will include but are not limited to:
 - 2.1.2.1. Interviews being held with Peter Faucitt, Daniel Faucitt, Jacqui Faucitt, Rynette Farrar and any other role players identified by the investigators;
 - 2.1.2.2. The investigation will address aspects relating to the IT payments processed from the accounts of the third to sixth respondents, misappropriation of funds and procurement concerns; and
 - 2.1.2.3. The investigation being concluded without any delay.
- 2.1.3. The costs of the forensic investigation are to be borne by the third to sixth respondents.

2.2. Transaction process

- 2.2.1. Pending the conclusion of the forensic investigation, the process for transfer of any funds or transactions in respect of the accounts of the third to sixth respondents shall take place as follows:



2.2.1.1. Peter Faucitt will, prior to giving effect to any transfer of funds or transactions on the accounts of the third to sixth respondents, Peter Faucitt will send an email to Jacqueline and Daniel Faucitt specifying the nature of the transaction, value of and brief description for the transaction; and

2.2.1.2. Jacqueline and Daniel Faucitt reserve their rights in relation to any such transactions effected during this period.

2.3. Reimbursement of payments

2.3.1. Peter Faucitt, through the third to sixth respondents, as the case may be, undertakes to reimburse Daniel Faucitt for all *bona fide* business-related transactions which he has incurred in his personal capacity from 7 June 2025 to date.

2.3.2. Daniel Faucitt will prepare a schedule setting out the date, value and brief description of the transaction, along with supporting documents and/or invoices

2.3.3. The reimbursement will take place within seven (7) business days of receipt of the schedule and documentation referred to in paragraph 2.3.3 above.

2.4. Processing of business-related payments

2.4.1. Peter Faucitt (through the third to sixth respondents) agrees to effect payment of the SAGE account of the third respondent.

2.4.2. The parties hereby acknowledge that the reference to "registered owner" does not indicate any proprietary interest in the third respondent and is merely a term used by the service provider.

2.4.3. All other business expenses which have not been paid will be identified by Daniel and/or Jacqui Faucitt and provided to Peter Faucitt who will then arrange payment of such expenses, from and on behalf of the relevant entity, and subject to the provision of supporting documentation and/or invoices therefore

2.5. Upon receipt of the forensic investigator's written report, these mediation proceedings shall reconvene for the purposes of discussing and effecting the forensic investigator's findings and written recommendations, together with any other issues that flow from the forensic investigation report.



- 2.6. Pending the mediation referred to in paragraph 2.5 above, the time periods for the filing of further papers in respect of the proceedings under case number 2025-137857 remain suspended, as the proceedings remain pending.
- 2.7. Insofar as the court order dated 19 August 2025 under case number 2025-137857 is concerned, the parties agree that paragraph 2.8.3 will be read as follows:

"are interdicted and directed to answer all questions put to them in regard to the forensic investigation and the experts appointed by the forensic investigators, honestly and forthrightly"

- 2.8. This shall not preclude any party from approaching a Court for any appropriate or necessary relief.

3. Costs

- 3.1. Save for the costs referred to in paragraph 2.1.3 above, each party will bear their own costs.

4. General


- 4.1. This settlement agreement constitutes the sole agreement regarding the subject (subject to any further agreement entered into between the parties) matter hereof and no amendment or variation shall be of any force or effect unless reduced to writing and signed by all the parties.
- 4.2. No party will be bound by any express, implied or tacit term, representation, warranty or promise or the like not recorded in writing in this settlement agreement.
- 4.3. The parties are not entitled to cede any of their rights or delegate any of their obligations under this settlement agreement.
- 4.4. The rule of interpretation that, in the event of ambiguity, this settlement agreement must be interpreted against the party responsible for drafting the settlement agreement does not apply.
- 4.5. This settlement agreement may be executed in counterparts, each of which will be an original and which together constitute the same agreement.

Signed at SANDOWN on this 18th day of September 2025.


Peter Andrew Faucitt



Signed at SANDTON on this 18th day of **September 2025**.



Jacqueline Faucitt

Signed at SANDTON on this 18th day of **September 2025**.



Daniel James Faucitt

