# **FINAL ANSWERING AFFIDAVIT - JACQUELINE FAUCITT**

## **Case No: 2025-137857**

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## **IN THE HIGH COURT OF SOUTH AFRICA**

## **GAUTENG DIVISION, PRETORIA**

**CASE NO: 2025-137857**

In the matter between:

**PETER ANDREW FAUCITT** - Applicant

and

**JACQUELINE FAUCITT** - First Respondent

**DANIEL JAMES FAUCITT** - Second Respondent

**REGIMA WORLDWIDE DISTRIBUTION (PTY) LTD** - Third Respondent

**REGIMA SKIN TREATMENTS CC** - Fourth Respondent

**VILLA VIA ARCADIA NO 2 CC** - Fifth Respondent

**STRATEGIC LOGISTICS CC** - Sixth Respondent

**FIRSTRAND BANK LTD t/a FIRST NATIONAL BANK** - Seventh Respondent

**ABSA BANK LIMITED** - Eighth Respondent

**THE COMPANIES AND INTELLECTUAL PROPERTY COMMISSION** - Ninth Respondent

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## **ANSWERING AFFIDAVIT**

I, the undersigned,

**JACQUELINE FAUCITT**

do hereby make oath and state that:

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## **1. INTRODUCTION AND IDENTIFICATION**

1.1 I am an adult female, South African citizen, with identity number 570807 0898 18 1, and the First Respondent in this matter.

1.2 I am married to the Applicant, Peter Andrew Faucitt. We have been married for [X] years.

1.3 I am the mother of the Second Respondent, Daniel James Faucitt.

1.4 The facts contained herein are, save where the context indicates otherwise, within my personal knowledge and are both true and correct.

1.5 Where I make legal submissions, I do so on the advice of my legal representatives and believe such submissions to be correct.

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## **2. PURPOSE OF THIS AFFIDAVIT**

2.1 The purpose of this affidavit is to respond to the Applicant's founding affidavit and to place before this Honourable Court material facts that were not disclosed in the ex parte application that resulted in the interdict granted on 19 August 2025.

2.2 **Material Non-Disclosure in Ex Parte Application:**

2.2.1 The Applicant obtained the ex parte interdict by failing to make full and frank disclosure of material facts that would have caused this Honourable Court to refuse the relief sought or to craft substantially different relief.

2.2.2 The duty of utmost good faith (\*uberrima fides\*) in ex parte applications requires an applicant to disclose all material facts, including those that may be adverse to the application.

2.2.3 The Applicant failed to disclose the following material facts:

**(a) My Role as Legally Designated Responsible Person:**

The Applicant failed to disclose that I serve as the legally designated "Responsible Person" for RegimA products in 37 international jurisdictions under EU Regulation 1223/2009 and equivalent laws, and that the interdict would prevent me from performing non-delegable legal duties, creating immediate regulatory non-compliance and exposing the businesses to substantial penalties, product recalls, and loss of market access.

**(b) Settlement Agreement Signed 8 Days Before Interdict:**

The Applicant failed to disclose that he and I signed a settlement agreement on or about 11 August 2025, and that he filed this interdict application merely 2 days later (13 August 2025), suggesting the interdict is part of a coordinated strategy rather than a genuine response to urgent financial misconduct.

**(c) Upcoming Investment Payout in 9 Months:**

The Applicant failed to disclose that a significant investment payout is due to mature in approximately May 2026 (9 months from the August 2025 interdict), suggesting a financial motive for gaining control of the businesses before this major financial event.

**(d) Applicant's Transfer of Control to Non-Director Bookkeeper:**

The Applicant failed to disclose that he has systematically granted Ms. Rynette Farrar (a non-director bookkeeper) unprecedented access and authority, including: access to all bank accounts, all of his passwords and login credentials, signatory authority on multiple accounts, and ability to transact unilaterally without director approval.

**(e) Applicant's Own Unilateral Actions Causing Business Disruption:**

The Applicant failed to disclose that he unilaterally cancelled all business cards in June 2025, restricted director access to systems, characterized director oversight as "interference", and excluded the First and Second Respondents from decision-making.

**(f) Historical Collaborative Business Model:**

The Applicant failed to disclose that the RegimA businesses operated for [X] years with an informal, trust-based, collaborative model in which directors drew from loan accounts without formal board resolutions, and that the Applicant participated in and benefited from this model throughout its history.

**(g) Director Loan Account Structure:**

The Applicant failed to disclose that directors maintain loan accounts with credit balances of several million rand, that companies owe directors substantial sums at all times, and that the Applicant himself has received similar payments without formal board resolutions on numerous occasions.

**(h) Quantified Disproportionate Harm from Interdict:**

The Applicant failed to disclose that the interdict would cause quantifiable harm **at minimum 36 times greater** than the alleged misconduct: while alleging concerns of approximately R500,000, the interdict has caused documented losses of R18,141,647.70+, regulatory exposure of R50,000,000+ across 37 jurisdictions, and complete business destruction—demonstrating that the remedy creates exponentially more harm than the alleged disease.

2.2.4 Had this Honourable Court been aware of these material facts, the Court would likely have:

- Refused to grant the ex parte interdict; or

- Crafted substantially different relief that preserved my ability to perform non-delegable legal duties and that did not reward the Applicant's own misconduct.

2.3 I will demonstrate in this affidavit that:

2.3.1 The Applicant's material non-disclosures undermine the foundation of the ex parte interdict;

2.3.2 The interdict creates immediate and serious compliance risks for the RegimA businesses in 37 international jurisdictions;

2.3.3 The Applicant's objections to business expenses and the R500,000 director's loan payment are fundamentally inconsistent with his own conduct over many years and are pretextual;

2.3.4 The timing of events demonstrates a suspicious pattern suggesting strategic litigation rather than genuine concern about financial misconduct;

2.3.5 The systematic transfer of business control to Ms. Rynette Farrar represents a departure from the collaborative business model that operated successfully for [X] years and is the actual cause of any business disruption;

2.3.6 **The interdict creates quantifiable harm that is at minimum 36 times greater than the alleged misconduct**: the Applicant alleges R500,000 in concerns while the interdict has caused R18M+ in documented losses, R50M+ in regulatory exposure, and complete business destruction—demonstrating gross disproportionality.

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## **3. RESPONDENT IDENTIFICATION AND MY ROLE AS RESPONSIBLE PERSON**

### **AD PARAGRAPH 3 TO 3.10**

3.1 The contents of paragraphs 3 to 3.10 of the founding affidavit are admitted insofar as they relate to the identification and citation of the Respondents.

3.2 However, the Applicant has failed to disclose material facts regarding my role and responsibilities that are directly and immediately affected by the interdict granted on 19 August 2025.

### **3.3 My Role as Legally Designated Responsible Person**

3.3.1 I serve as the legally designated "Responsible Person" for RegimA International Skin Treatments across **37 international jurisdictions**, including:

- All 27 European Union member states;

- United Kingdom;

- Norway;

- Switzerland;

- Iceland;

- [List remaining 5 jurisdictions].

3.3.2 This designation is not an administrative or managerial role, but a **specific legal requirement** under:

- **EU Cosmetics Regulation 1223/2009 (Article 4);**

- **UK Cosmetics Regulations (as retained EU law post-Brexit);**

- **Equivalent cosmetics regulations in 35 other jurisdictions.**

3.3.3 Documentary evidence of this designation is attached as **Annexure JF-RP1**, including:

- Regulatory appointment letters from authorities in 37 jurisdictions;

- CPNP (Cosmetic Products Notification Portal) registration confirmations;

- Correspondence with regulatory authorities in the EU, UK, and other jurisdictions;

- Product Information Files (PIFs) bearing my designation as Responsible Person.

### **3.4 Legal Responsibilities and Personal Liability**

3.4.1 As Responsible Person, I bear **personal legal liability** under international law for:

**(a) Product Information Filing and CPNP Registration:**

- Ensuring all cosmetic products are registered on the EU Cosmetic Products Notification Portal;

- Maintaining equivalent registrations in 36 other jurisdictions;

- Updating product information when formulations or safety data change.

**(b) Cosmetic Product Safety Reports (CPSRs):**

- Maintaining current safety assessments for all products;

- Ensuring ongoing toxicological evaluation;

- Updating safety reports based on new scientific data or adverse events.

**(c) Good Manufacturing Practice (GMP) Compliance:**

- Ensuring all manufacturing facilities comply with GMP standards;

- Monitoring supply chain compliance;

- Maintaining manufacturing records and batch documentation.

**(d) Regulatory Liaison:**

- Serving as the designated point of contact with regulatory authorities in 37 jurisdictions;

- Responding to regulatory inquiries;

- Submitting required reports and notifications.

**(e) Market Surveillance and Adverse Event Reporting:**

- Continuous monitoring of product safety in the market;

- Investigating and reporting adverse events;

- Implementing corrective actions when necessary.

**(f) Product Recalls and Corrective Actions:**

- Authority and obligation to initiate recalls if safety issues arise;

- Implementing corrective and preventive actions;

- Notifying regulatory authorities of serious incidents.

### **3.5 Non-Delegable Nature of This Role**

3.5.1 The Responsible Person designation is **personal to me** and **cannot be delegated or transferred** without:

- Formal regulatory approval in each of the 37 jurisdictions;

- Re-registration of all products with the new Responsible Person;

- Notification to all relevant regulatory authorities;

- Processing time of several months per jurisdiction.

3.5.2 Under EU Regulation 1223/2009, Article 4(4), the Responsible Person must be established within the jurisdiction (EU/UK) or have a designated representative. I am the designated representative for RegimA products in these markets.

### **3.6 Direct and Immediate Impact of the Interdict**

3.6.1 The interdict granted on 19 August 2025 **prevents me from:**

- Accessing business premises where regulatory documentation is stored;

- Accessing computer systems containing CPNP login credentials and product data;

- Accessing product formulation data and safety assessment documentation;

- Accessing manufacturing records and GMP compliance documentation;

- Accessing regulatory correspondence and submission records;

- Communicating with regulatory authorities on behalf of the businesses.

3.6.2 **This is Not Speculation - This is Direct Legal Consequence:**

Without access to these systems and documentation, I **cannot legally perform my duties** as Responsible Person. The regulatory framework **does not provide for temporary suspension** of these duties. The obligations are **continuous and immediate**.

3.6.3 **Compliance Crisis in 37 Jurisdictions:**

The RegimA businesses **cannot legally sell cosmetic products** in the following 37 jurisdictions without a Responsible Person who has access to necessary documentation and systems:

**European Union (27 jurisdictions):**

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden

**Other Jurisdictions (10):**

United Kingdom, Norway, Switzerland, Iceland, [list remaining 6 jurisdictions]

3.6.4 **Potential Consequences (Annexure JF-RP2 - Regulatory Risk Analysis):**

- Immediate suspension of sales in non-compliant jurisdictions;

- Regulatory penalties and fines (up to €[amount] per violation under EU law);

- Product recalls mandated by regulatory authorities;

- Loss of market access potentially affecting **R[amount] in annual revenue**;

- Reputational damage in international markets;

- **Criminal liability** for continued sales without proper Responsible Person designation.

3.6.5 **Timeline for Compliance Restoration:**

If the interdict remains in place and a new Responsible Person must be designated:

- Identification and appointment of qualified replacement: 1-2 months;

- Regulatory notification in 37 jurisdictions: 2-4 months;

- Re-registration of all products: 3-6 months per jurisdiction;

- **Total estimated timeline: 6-12 months;**

- **Estimated cost: R[amount]** (regulatory fees, consultant fees, lost sales).

### **3.7 Material Non-Disclosure by Applicant**

3.7.1 The Applicant **failed to disclose any of the above facts** in his ex parte application.

3.7.2 Had this Honourable Court been aware that the interdict would create **immediate regulatory non-compliance in 37 international jurisdictions** and expose the businesses to substantial penalties and loss of market access, the Court would likely have:

- **(a) Refused to grant the interdict;** or

- **(b) Crafted different relief** that preserved my ability to perform non-delegable legal duties.

3.7.3 This material non-disclosure undermines the foundation of the ex parte interdict.

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## **4. JURISDICTION**

### **AD PARAGRAPH 4**

4.1 I admit that this Court has jurisdiction to determine this matter.

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## **5. LOCUS STANDI**

### **AD PARAGRAPH 5**

5.1 It is admitted that the Applicant purports to rely on section 162(2) of the Companies Act, and that he is a director and shareholder of the Third Respondent, being RegimA Worldwide Distribution (Pty) Ltd.

5.2 It is, however, denied that the Applicant is a member of the Third Respondent, as the said entity is a company and not a close corporation.

5.3 The Applicant's standing to bring this application is noted, but his conduct in bringing this application (including material non-disclosures in the ex parte application) demonstrates abuse of process rather than genuine concern for corporate welfare.

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## **6. CORPORATE STRUCTURE**

### **AD PARAGRAPH 6 TO 6.5**

6.1 The contents of paragraphs 6 to 6.5 of the founding affidavit are admitted.

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## **7. RESPONSE TO ALLEGATIONS OF FINANCIAL MISCONDUCT**

### **7.1 Accountant's Attendance**

### **AD PARAGRAPH 7 TO 7.1**

7.1.1 The contents herein are admitted insofar as Daniel Bantjes attended the corporations' office for various tax-related administration.

7.1.2 However, it is denied that his observations constitute evidence of financial misconduct. Mr. Bantjes' role is routine tax preparation and compliance, not forensic investigation.

7.1.3 The Applicant characterizes normal documentation requests during tax season as "discrepancies" and "irregular payments" without any proper investigation or forensic analysis.

### **7.2 Alleged IT Expense Discrepancies**

### **AD PARAGRAPH 7.2 TO 7.5**

7.2.1 The contents of these paragraphs are denied. The alleged discrepancies and irregular payments referred to by the Applicant are entirely misconstrued and misleading.

### **7.2.2 Context: International Operations Requiring Substantial IT Infrastructure**

The RegimA businesses operate across **37 international jurisdictions**, including all 27 European Union member states, the United Kingdom, and [list other 9 jurisdictions].

This international scope requires substantial IT infrastructure, including:

**(a) Regulatory Compliance Systems:**

- CPNP (Cosmetic Products Notification Portal) access and management;

- Product Information File (PIF) database systems;

- Safety assessment and toxicological evaluation platforms;

- Regulatory submission and tracking systems for 37 jurisdictions.

**(b) Business Operations Systems:**

- International e-commerce platforms and payment processing;

- Multi-jurisdiction inventory and logistics management;

- Customer relationship management (CRM) systems;

- Enterprise resource planning (ERP) systems;

- Cloud storage and data backup systems.

**(c) Communications and Collaboration:**

- International telecommunications and video conferencing;

- Email and collaboration platforms for distributed teams;

- Translation and localization services;

- Technical support and IT security services.

7.2.3 The IT expenses cited by the Applicant (R6,738,007.47 for 2024 and R2,116,159.47 for 2025 year-to-date) must be understood in this context of substantial international operations across 37 jurisdictions.

7.2.4 For a business of this international scope and regulatory complexity, these IT expenses are not unusual or excessive, but rather **necessary and appropriate**.

### **7.2.5 The Applicant's Unilateral Actions Created the Documentation "Problem"**

7.2.6 In June 2025, the Applicant **unilaterally cancelled all business bank cards**, including those used by the Second Respondent for IT-related subscriptions and services.

7.2.7 This unilateral cancellation caused immediate disruption to business operations, including:

- Suspension of essential IT services and subscriptions;

- Loss of access to cloud-based systems and data;

- Interruption of regulatory compliance systems;

- Disruption of international communications and operations.

7.2.8 Following the card cancellations, the Applicant then requested invoices and documentation for IT expenses.

7.2.9 However, the Applicant **simultaneously:**

- **(a)** Restricted the Second Respondent's access to systems containing the requested documentation (System access logs, **Annexure JF-SAL1**);

- **(b)** Restricted access to email accounts containing vendor correspondence and invoices (Email access logs, **Annexure JF-EAL1**);

- **(c)** Restricted access to financial systems containing transaction records (Financial system logs, **Annexure JF-FSL1**).

7.2.10 The Second Respondent provided the documentation that was accessible despite these restrictions (Correspondence, **Annexure JF-CORR1**).

7.2.11 The Applicant then characterized the expenses as "unexplained" - but this characterization is **misleading** because:

- **(a)** The Applicant himself restricted access to the systems containing the documentation;

- **(b)** The Second Respondent provided available documentation;

- **(c)** The Applicant deemed the provided documentation "insufficient" without specifying what additional information was required;

- **(d)** The Applicant never restored access to allow comprehensive documentation gathering.

7.2.12 **The Applicant cannot restrict access to documentation systems, then claim documentation doesn't exist, and use that as a basis for allegations of financial misconduct.**

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### **7.3 Card Cancellations and Invoice Requests**

### **AD PARAGRAPH 7.6**

7.3.1 The allegations in this paragraph are denied. The Second Respondent did not fail to account for transactions.

7.3.2 On the contrary, the evidence (including the Applicant's own annexure PF7) shows the Second Respondent actively clarifying the accounts and seeking access to supporting documents that had been **unilaterally restricted by the Applicant**.

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### **7.4 Subscriptions and Services Halted**

### **AD PARAGRAPH 7.7 TO 7.8**

7.4.1 It is admitted that certain subscriptions were halted as a result of the Applicant's unilateral cancellation of the relevant company bank cards.

7.4.2 The Second Respondent did not, in any way, adopt a "superior" position as alleged. On the contrary, he at all times acted cooperatively and professionally in attempting to resolve the disruption **caused by the Applicant's unilateral actions**.

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### **7.5 Communications with Second Respondent**

### **AD PARAGRAPH 7.9 TO 7.11**

7.5.1 The contents hereof are denied. The annexure referred to as PF7 does not, as alleged, confirm "all of the above."

7.5.2 On the contrary, the communications contained therein demonstrate that the Second Respondent and his assistant repeatedly provided the Applicant and his representatives with the necessary information and documentation, to the extent accessible given the Applicant's system restrictions.

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### **7.6 Alleged Interference with Staff**

### **AD PARAGRAPH 7.12 TO 7.13**

7.6.1 The contents hereof are denied. It is evident from PF7 that the Second Respondent engaged appropriately and transparently with staff members and did nothing improper.

7.6.2 The Applicant's own version, when read together with the annexure, undermines his allegations.

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### **AD PARAGRAPH 7.14 TO 7.15**

7.7.1 The contents herein are denied. The alleged "interference" did not continue as the Second Respondent fully complied with all reasonable requests made of him.

7.7.2 Any suggestion that his transparency was not in the interests of the corporations is both illogical and ironic, as the Second Respondent provided all information accessible to him despite the Applicant's restrictions.

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### **7.8 The R500,000 Director's Loan Payment**

### **AD PARAGRAPH 7.16 TO 7.17**

7.8.1 It is admitted that I approached the Seventh and Eighth Respondents to obtain replacement bank cards, as I had no knowledge or understanding of the reasons why the existing cards had been cancelled.

7.8.2 It appeared to me to be a routine administrative step to request new cards once the previous ones were cancelled.

### **AD PARAGRAPH 7.18 TO 7.20**

### **7.8.3 Director Loan Account Structure**

7.8.3.1 The RegimA businesses maintain director loan accounts for all directors, including the Applicant, myself, and the Second Respondent.

7.8.3.2 As of [date], the director loan account balances (amounts owed by companies to directors) were:

- **Applicant: R[X] million** (Annexure **JF-DLA1**)

- **First Respondent (myself): R[X] million** (Annexure **JF-DLA2**)

- **Second Respondent: R[X] million** (Annexure **JF-DLA3**)

7.8.3.3 These substantial credit balances demonstrate that the companies owe the directors large sums at all times, accumulated over [X] years of operations.

### **7.8.4 Established Practice for Director Loan Transactions**

7.8.4.1 For the entire history of the RegimA businesses ([X] years), director-company transactions have been processed according to the following **established practice:**

- Transactions are clearly marked on bank statements with appropriate references;

- Bank feeds automatically allocate transfers to corresponding director loan accounts;

- Reconciliation occurs during regular accounting processes;

- **Formal board resolutions are NOT required for routine director loan account transactions.**

7.8.4.2 This practice has been **accepted and utilized by all directors, including the Applicant**, throughout the history of the businesses.

### **7.8.5 The R500,000 Payment on 16 July 2025**

7.8.5.1 On or about 16 July 2025, a payment of R500,000 was processed from [company name] to [recipient/account].

7.8.5.2 This payment was clearly marked on the bank statement as **[exact reference]** (Bank statement, **Annexure JF-BS1**).

7.8.5.3 The payment was allocated to the appropriate director loan account in accordance with established practice (Accounting records, **Annexure JF-AR1**).

7.8.5.4 This transaction was **entirely consistent with the established practice** that has operated successfully for [X] years and that the Applicant has accepted and utilized throughout that period.

### **7.8.6 The Applicant's Inconsistent Position**

7.8.6.1 The Applicant now characterizes the R500,000 payment as an unauthorized "birthday gift" and uses it as a basis for this interdict application.

7.8.6.2 However, **the Applicant himself has received similar payments** from director loan accounts without formal board resolutions on numerous occasions, including:

- **[Date 1]: R[amount]** - [Reference] (Bank statement, **Annexure JF-PA1**)

- **[Date 2]: R[amount]** - [Reference] (Bank statement, **Annexure JF-PA2**)

- **[Date 3]: R[amount]** - [Reference] (Bank statement, **Annexure JF-PA3**)

- **[Date 4]: R[amount]** - [Reference] (Bank statement, **Annexure JF-PA4**)

7.8.6.3 The Applicant **never objected to this practice**, never requested formal board resolutions for his own withdrawals, and never characterized such transactions as "unauthorized" or improper until [date/event].

7.8.6.4 **The Applicant's sudden objection to the R500,000 payment, despite years of accepting and utilizing the identical practice for his own benefit, is fundamentally inconsistent and demonstrates that this allegation is pretextual.**

### **7.8.7 Timing Demonstrates Pretext**

7.8.7.1 The R500,000 payment occurred on **16 July 2025**.

7.8.7.2 The Applicant first consulted attorneys on or about **5 August 2025** (20 days after the payment).

7.8.7.3 The Applicant filed this ex parte interdict application on **13 August 2025** (28 days after the payment).

7.8.7.4 This timeline demonstrates that **the R500,000 payment was used as a pretext** for the interdict application, rather than representing genuine concern about unauthorized transactions.

- Director loan account statements for all three directors (Annexures JF-DLA1, JF-DLA2, JF-DLA3)

- Bank statement for 16 July 2025 with clear reference (Annexure JF-BS1)

- Accounting records showing allocation (Annexure JF-AR1)

- MINIMUM 4 examples of Peter's own similar withdrawals (Annexures JF-PA1 through JF-PA4)

- Timeline documentation

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## **8. RESPONSE TO IT EXPENSE ALLEGATIONS**

### **AD PARAGRAPH 8 TO 8.3**

8.1 The contents hereof are denied. When examining annexures PF9 and PF10, it is clear that the payments reflected therein relate to legitimate and bona fide business expenses incurred in the ordinary and lawful course of business.

8.2 These expenses were duly authorized, properly recorded, and paid for operational requirements of an international business operating across 37 jurisdictions.

8.2.1 **Critical Context - International Regulatory Compliance Requirements:**

The IT expenses cited by the Applicant must be understood in the context of my role as Responsible Person under EU Regulation 1223/2009 across 37 international jurisdictions (as detailed in Section 3.3 above). The IT infrastructure is **not optional** but is **legally mandated** to fulfill non-delegable regulatory compliance obligations, including:

**(a) CPNP Registration and Product Information Systems:**

- Secure database systems to maintain Product Information Files (PIFs) for all cosmetic products across 37 jurisdictions;

- Cloud-based storage with redundancy to ensure 24/7 access to safety data, formulation records, and regulatory documentation;

- Backup and disaster recovery systems to prevent compliance failures.

**(b) Multi-Jurisdiction Regulatory Tracking Systems:**

- Software platforms to track regulatory submission deadlines, renewal dates, and compliance requirements across 37 different regulatory frameworks;

- Communication systems to correspond with regulatory authorities in multiple languages and time zones;

- Document management systems to organize and retrieve regulatory correspondence and approvals.

**(c) International E-Commerce Platform Requirements:**

- Shopify Plus subscription and customizations to handle multi-currency transactions, international shipping, and jurisdiction-specific product labeling requirements;

- Payment gateway integrations (Stripe, PayPal, Peach Payments) to process transactions in multiple currencies and comply with international payment regulations;

- Content Delivery Network (CDN) services to serve product information and comply with data localization requirements in different jurisdictions.

**(d) Data Protection and Cybersecurity Compliance:**

- IT security infrastructure to comply with GDPR (EU), POPIA (South Africa), and equivalent data protection regulations in 37 jurisdictions;

- Encryption systems, secure access controls, and audit trails required by international data protection laws;

- Regular security updates, patches, and monitoring to protect customer data across international markets.

**(e) Financial and Accounting Systems:**

- Sage accounting software to manage financial records across multiple entities and comply with tax requirements in multiple jurisdictions;

- Integration systems to reconcile transactions, track foreign exchange, and generate reports for international tax compliance;

- Microsoft 365 Business licenses for secure email, document collaboration, and financial communication.

**(f) Marketing and Design Tools:**

- Adobe Creative Cloud subscriptions for creating compliant product labels, marketing materials, and safety information in multiple languages as required by regulatory authorities in different jurisdictions;

- Design tools to ensure product packaging meets specific labeling requirements of each jurisdiction.

8.2.2 The Applicant's characterization of these expenses as "questionable" or "unexplained" demonstrates a fundamental misunderstanding of the legal and operational requirements of an international cosmetics business operating in 37 jurisdictions with a designated Responsible Person role.

### **AD PARAGRAPH 8.4**

8.3 The contents hereof are admitted only to the extent that the total amount of R6,738,007.47 for the 2024 tax year reflects legitimate business expenses incurred under this category.

8.4 These expenses were properly recorded and accounted for in the company's financials, and there is nothing improper, irregular, or unexplained about them when understood in the context of international operations.

### **AD PARAGRAPH 8.5**

8.5 The contents hereof are similarly admitted to the extent that the total sum of R2,116,159.47 for the 2025 tax year is correct.

8.6 However, it is denied that these amounts are questionable or unexplained. The expenses are all legitimate, business-related disbursements that are necessary for international regulatory compliance and operations.

### **AD PARAGRAPH 8.6**

8.7 The contents hereof are denied. The reference to the "birthday gift" is misplaced and misleading. The item in question was not a "gift" at all, but rather a **director's loan** advanced in accordance with established practice.

### **AD PARAGRAPH 8.7**

8.8 The contents hereof are denied. While it is correct that some of the expenses were paid to international suppliers, these were all legitimate business expenditures incurred for the company's operational needs, including software subscriptions, IT infrastructure, and technical services required for international regulatory compliance.

8.8.1 The payment of IT expenses to international suppliers (such as Shopify in Canada, Microsoft in the United States, Adobe in the United States, AWS in the United States, and various EU-based service providers) is **necessary and unavoidable** when operating a cosmetics business across 37 jurisdictions. These are the industry-standard platforms used by international e-commerce businesses and are specifically chosen for their ability to support multi-jurisdiction compliance requirements.

### **AD PARAGRAPH 8.8 TO 8.10**

8.9 The contents hereof are denied. The alleged message from the bank (annexure PF11) merely indicates that approximately 80% of the permissible annual foreign quota had been utilized - which is entirely consistent with normal international business operations.

8.9.1 Operating across 37 international jurisdictions **necessarily requires significant foreign payments** for:

- International software subscriptions and cloud services;

- Payment gateway fees for processing customer transactions in foreign currencies;

- International domain registrations and hosting services;

- Regulatory compliance services and consulting fees in foreign jurisdictions;

- Marketing and advertising in international markets.

8.9.2 The utilization of 80% of the foreign payment quota is not evidence of misconduct but rather **evidence of legitimate international business activity** supporting sales and regulatory compliance in 37 jurisdictions.

8.10 The Applicant's characterization of this as evidence of misconduct is misleading and unsupported. An international cosmetics business with regulatory obligations in 37 jurisdictions cannot operate without substantial foreign payments, and these payments are entirely normal, necessary, and properly documented.

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## **9. RESPONSE TO ALLEGATIONS OF FINANCIAL MISCONDUCT**

### **AD PARAGRAPH 9 TO 9.3**

9.1 The contents hereof are denied. The allegation of "substantial financial misconduct" is wholly unfounded, unsubstantiated, and devoid of any factual or evidentiary support.

9.2 No act or omission on the part of any of the Respondents constitutes misconduct of any nature, whether financial or otherwise.

### **AD PARAGRAPH 9.4**

9.3 The contents hereof are denied completely. I do not, and have never, aided or abetted my son in any alleged misconduct whatsoever.

9.4 The allegations of misappropriation of funds are false, unsubstantiated, and without any factual basis.

9.5 My son has at all times acted in the best interests of the companies and in accordance with established business practices that the Applicant himself participated in and benefited from for [X] years.

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## **10. RESPONSE TO DELINQUENCY ALLEGATIONS**

### **AD PARAGRAPH 10 TO 10.3**

10.1 The contents hereof are admitted only to the extent that they accurately reflect the relief sought by the Applicant under Part B of the notice of motion.

10.2 Save as aforesaid, the remaining contents are denied.

### **AD PARAGRAPH 10.4**

10.3 The contents hereof are denied. It is specifically denied that either myself or the Second Respondent have acted in breach of the Companies Act or the Close Corporations Act.

10.4 At all times, we have conducted ourselves in full compliance with our fiduciary duties, statutory obligations, and the principles of good corporate governance.

### **AD PARAGRAPH 10.5 TO 10.10.23**

10.5 The contents hereof are admitted only to the extent that they accurately reflect the provisions of the Companies Act and the Close Corporations Act.

10.6 However, it is vehemently denied that there exists any factual basis for the application of these provisions to the First or Second Respondents.

10.7 The Applicant has failed to establish:

- Any gross abuse of position;

- Any intentional or grossly negligent harm to the companies;

- Any gross negligence, willful misconduct, or breach of trust;

- Any personal benefit obtained in conflict with corporate interests;

- Any actual loss suffered by the companies.

### **AD PARAGRAPH 10.11**

10.8 The contents hereof are noted only to the extent that the Applicant is entitled to seek such relief as he deems appropriate.

10.9 However, it is vehemently denied that there exists any factual or legal basis for the declaration of delinquency or probation in respect of either myself or the Second Respondent.

### **AD PARAGRAPH 10.12**

10.10 The contents hereof are denied. There have been no transgressions or losses caused by either myself or the Second Respondent.

10.11 To the contrary, all expenditures and financial decisions undertaken were legitimate business transactions, properly authorized and recorded in accordance with established practice.

### **AD PARAGRAPH 10.13**

10.12 The contents hereof are likewise denied. It is false and misleading to allege that "significant sums of money cannot be accounted for."

10.13 Every transaction can be verified through supporting documentation, including invoices, bank statements, and accounting entries.

10.14 Any alleged discrepancies stem not from misconduct by the Respondents, but from the Applicant's unilateral restriction of access to documentation systems.

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## **11. RESPONSE TO UK OPERATIONS ALLEGATIONS**

### **AD PARAGRAPH 11 TO 11.5**

11.1 The contents hereof are admitted to the extent that the Applicant, myself, and our son are duly appointed directors of RegimA UK Ltd.

11.2 It is clarified that RegimA UK Ltd is **not currently operating as a Head Office**. The entity has been a **dormant holding company since 2015** following the fraud perpetrated by Isaac Chesno. The company and its subsidiaries hold accumulated tax losses exceeding **GBP 650,000**, making it worthwhile to maintain and eventually restore them to trading status in the long term.

### **AD PARAGRAPH 11.6 TO 11.9**

11.3 The contents hereof are denied in their entirety. The Applicant provides no supporting proof or documentary evidence to substantiate any of the allegations made herein.

11.4 These averments amount to nothing more than blanket statements, speculative in nature, and entirely devoid of factual foundation.

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## **12. BREAKDOWN OF COLLABORATIVE BUSINESS MODEL**

### **AD PARAGRAPH 12 TO 12.1**

### **12.1 Historical Business Model - Collaborative and Successful**

12.1.1 For **[X] years**, the RegimA businesses operated with an informal but highly functional collaborative approach:

- **(a)** Directors consulted with each other on significant business decisions;

- **(b)** Major transactions were discussed among directors before implementation;

- **(c)** Disagreements were resolved through discussion and consensus;

- **(d)** All directors had visibility into business operations;

- **(e)** Financial transactions were transparent and clearly documented;

- **(f)** Trust and collaboration characterized the business relationships.

12.1.2 This collaborative model operated successfully for [X] years without significant issues, generating substantial revenue and building international operations across 37 jurisdictions.

12.1.3 **The Applicant was a full participant in and beneficiary of this collaborative model throughout its history.**

12.1.4 Evidence of this historical collaborative approach includes:

- Email correspondence from [date range] showing collaborative decision-making (**Annexure JF-HIST1**);

- Examples of directors consulting each other before significant transactions (**Annexure JF-HIST2**);

- Historical financial records showing transparent, clearly marked transactions (**Annexure JF-HIST3**);

- [X] years of successful operation without formal governance disputes.

### **12.2 Systematic Breakdown of Collaborative Model - Caused by Applicant**

12.2.1 The breakdown of the collaborative business model was **not caused by the First and Second Respondents**, but rather by the Applicant's systematic actions to exclude directors and concentrate control in a non-director employee.

### **12.2.2 Ms. Rynette Farrar's Expanding Access**

Ms. Rynette Farrar was initially engaged as a bookkeeper for the RegimA businesses. However, the Applicant systematically expanded her access and authority far beyond this role:

**(a) System Access:**

- On [date], the Applicant granted Ms. Farrar access to all business financial software systems (Email, **Annexure JF-RF1**);

- On [date], the Applicant provided her with **all of his passwords and login credentials** (Email, **Annexure JF-RF2**);

- She now has access to: [list specific systems].

**(b) Banking Authority:**

- On [date], Ms. Farrar was granted signatory authority on [list specific bank accounts] (Bank authorization forms, **Annexure JF-RF3**);

- She can initiate transactions **without requiring co-director approval**;

- She can transfer funds between accounts **unilaterally**.

**(c) Customer and Vendor Communications:**

- Ms. Farrar can email customers directly without director oversight;

- She can communicate with vendors and make commitments on behalf of the businesses;

- She operates without any accountability to other directors.

### **12.2.3 Current Extent of Ms. Farrar's Access**

As of the date of this affidavit, Ms. Rynette Farrar, a **non-director bookkeeper**, has:

- Access to **every business bank account**;

- **All of the Applicant's passwords and login credentials**;

- **Signatory authority on multiple accounts**;

- Ability to initiate transactions **without director approval**;

- Ability to email customers and transfer funds **unilaterally**;

- Unfettered access to all books of account, customer lists, and financial records.

12.2.4 This level of access and authority for a non-director employee is **unprecedented** in the [X]-year history of the RegimA businesses.

### **12.2.5 Concurrent Exclusion of Directors**

Concurrent with Ms. Farrar's expanding access, the Applicant systematically excluded the First and Second Respondents from business oversight:

- **(a)** On [date], my access to [specific system] was restricted (Access logs, **Annexure JF-EX1**);

- **(b)** The Second Respondent's access to [specific system] was restricted on [date] (Access logs, **Annexure JF-EX2**);

- **(c)** When we raised concerns about unclear transactions, the Applicant characterized our concerns as **"interference"** and defended Ms. Farrar's actions (Email dated [date], **Annexure JF-EX3**);

- **(d)** The Applicant stated we should not **"question Rynette"** and that he **"trusts her completely"** (Email dated [date], **Annexure JF-EX4**).

### **12.2.6 The Applicant's Actions Caused the Breakdown**

The breakdown of the collaborative business model was caused by:

- The Applicant's systematic transfer of control to a non-director employee;

- The Applicant's concurrent exclusion of directors from oversight;

- The Applicant's characterization of director oversight as "interference";

- The Applicant's replacement of collaborative decision-making with unilateral control.

12.2.7 **This interdict application represents the culmination of this systematic exclusion** - the Applicant now seeks to completely remove directors from the businesses while maintaining total control through Ms. Farrar.

- Historical collaborative practices (Annexures JF-HIST1, JF-HIST2, JF-HIST3)

- Rynette's expanding access (Annexures JF-RF1, JF-RF2, JF-RF3)

- Director exclusion (Annexures JF-EX1, JF-EX2, JF-EX3, JF-EX4)

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### **AD PARAGRAPH 12.2**

12.3 The Applicant's allegations of misappropriation and irregular fund outflows are denied in their entirety.

12.4 All company transactions were legitimate business expenses, properly authorized and recorded in accordance with established practice.

### **AD PARAGRAPH 12.3**

12.5 The contents hereof are denied. The Applicant's unilateral actions have created the very disruption he now complains about.

### **AD PARAGRAPH 12.4**

12.6 The contents hereof are denied. The Applicant's characterization of the situation is misleading and self-serving.

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## **13. RESPONSE TO URGENCY ALLEGATIONS**

### **AD PARAGRAPH 13 TO 13.1**

13.1 The Applicant's allegations of urgency are denied.

13.2 The alleged issues have existed since June 2025 (when the Applicant cancelled the cards), yet the Applicant waited until August 2025 to file this application.

13.3 This delay demonstrates a lack of genuine urgency.

### **AD PARAGRAPH 13.2 TO 13.2.2**

13.4 The Applicant's material non-disclosures in the ex parte application undermine any claim to urgency or good faith.

13.5 The timing of events - particularly the settlement agreement signed 8 days before the interdict - suggests strategic litigation rather than genuine concern about financial misconduct.

### **AD PARAGRAPH 13.3**

13.6 The contents hereof are denied.

### **AD PARAGRAPH 13.4**

13.7 The contents hereof are denied.

### **AD PARAGRAPH 13.5**

13.8 The contents hereof are denied.

### **AD PARAGRAPH 13.6 TO 13.7**

13.9 The Applicant's claims regarding irreparable harm are denied.

13.10 The businesses continue to operate, and any disruption has been caused by the Applicant's own unilateral actions, not by the Respondents.

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## **13A. SETTLEMENT AGREEMENT MANIPULATION (JF5)**

## **UPDATED PARAGRAPH 48 - SETTLEMENT AGREEMENT MANIPULATION**

### **Background: Settlement Agreement JF5**

48.1 On or about 11 August 2025, the Applicant's attorneys (ENS) produced two draft settlement agreements for review and signature. One dealt with a forensic audit (JF4) and the other with medical testing (JF5).

48.2 The JF5 agreement, as initially presented for our review, provided that all three parties (the Applicant, myself, and the Second Respondent) would undergo psychiatric evaluations by mid-October 2025 and drug screening (hair-follicle tests) by early October 2025.

### **Material Changes Made Without Disclosure**

🔵 **CRITICAL: LAST-MINUTE MANIPULATION**

48.3 I must bring to this Honourable Court's urgent attention that **material changes were made to the JF5 agreement after our final review and immediately before signing, without proper disclosure to myself and the Second Respondent.**

48.4 **What We Actually Saw During Review:**

48.4.1 The agreement initially reviewed by myself and the Second Respondent stated that:

- The professionals conducting the assessments would be jointly selected by the **"parties"** themselves;

- Failing agreement between the parties, professionals would be appointed by **[mechanism to be determined]**;

- Each party would bear their own costs;

- The resulting reports would be furnished to the parties.

48.4.2 We did **NOT** see any reference to the "Gauteng Family Law Forum" in the version we reviewed. This reference appears to have been added in the final version as part of the "details for the attorneys" that were supposedly just administrative additions.

48.4.3 This structure was consistent with our understanding that this was a **private agreement of voluntary participation between the parties** - not a court-ordered process.

48.4.4 The purpose of having a second, separate agreement (JF5) was specifically to satisfy the requirements of a **private, voluntary arrangement** between family members, given that:

- The Second Respondent and I are UK citizens and tax residents of the United Kingdom;

- Our legal capacity in South Africa is limited to economic agreements and taxation matters;

- We cannot vote or engage in South African civil procedures in general;

- A private agreement was necessary to accommodate these jurisdictional limitations.

48.5 **The Undisclosed Changes:**

48.5.1 After our final review, the attorneys stated they needed to "check with the Applicant if everything was acceptable" and then printed copies for signing.

48.5.2 The Second Respondent specifically asked: **"Has anything changed?"**

48.5.3 The attorneys responded: **"No, we just added the details for the attorneys."**

48.5.4 We interpreted this to mean administrative contact information or similar clerical additions.

48.5.5 However, **in the final documents presented for signature**, the following fundamental changes had been made without our knowledge:

**(a)** Every instance of **"parties"** had been changed to **"parties' attorneys"**;

**(b)** Control over selection of professionals was transferred from the parties themselves to their attorneys;

**(c)** A reference to the **"Gauteng Family Law Forum"** was added - this was likely part of what the attorneys meant by "adding the details for the attorneys," but we understood this to mean contact information, not substantive changes to the selection mechanism;

**(d)** The agreement now granted attorneys unilateral control over professional selection, with the Gauteng Family Law Forum as a backup if attorneys couldn't agree.

48.5.6 **Evidence of Last-Minute Copy-Paste:**

The final agreement contains **two separate clauses** stating that parties "will bear their own costs" - this duplication is consistent with last-minute copy-paste editing and suggests the attorney-related provisions were hastily inserted immediately before signing.

48.6 **Why These Changes Are Material:**

48.6.1 **Transfer of Control:** The change from "parties" to "parties' attorneys" fundamentally altered the nature of the agreement from a voluntary, party-controlled process to an attorney-controlled process.

48.6.2 **Removal of Neutral Arbiter:** The removal of the Gauteng Family Law Forum as the failsafe appointment mechanism eliminated the neutral third-party oversight that we had specifically negotiated.

48.6.3 **Jurisdictional Concerns Not Addressed:** Had these changes been disclosed during our review, we would have explained again that:

- We are UK tax residents with limited legal capacity in South Africa;

- We cannot participate in South African civil procedures in the general sense;

- The entire purpose of a separate, private agreement was to accommodate these limitations;

- Transferring control to South African attorneys defeats this purpose.

48.7 **Additional Undisclosed Scope Expansion:**

48.7.1 The agreement as signed also contained provisions for **additional services and "treatments"** that were never mentioned or discussed during negotiations.

48.7.2 We understood the agreement to provide for a **once-off evaluation event** - psychiatric assessment and drug screening, with reports furnished to the parties.

48.7.3 However, the final agreement appears to contemplate:

- Ongoing "treatments" of an unspecified nature;

- Additional services to be provisioned without term limits on scope or duration;

- Decisions to be made arbitrarily by professionals regarding the need for further procedures;

- An open-ended financial obligation for services never agreed to.

48.7.4 There was **no discussion whatsoever** of:

- Ongoing treatment obligations;

- Open-ended scope for additional procedures;

- Unspecified professionals having authority to mandate further services;

- Unlimited duration or cost exposure.

48.8 **Misrepresentation and Reliance:**

48.8.1 The attorneys' statement that "nothing changed" except "details for the attorneys" constituted a **material misrepresentation**.

48.8.2 We **relied on this false assurance** when signing the agreement.

48.8.3 Had we been informed of the actual changes, we would have:

- Refused to sign without further negotiation;

- Insisted on restoration of party control over professional selection;

- Insisted on retention of the Gauteng Family Law Forum failsafe mechanism;

- Sought clarification on scope, duration, and cost limitations;

- Obtained independent legal advice on the jurisdictional implications.

48.9 **Connection to Weaponization of Medical Testing:**

48.9.1 The manipulation of the JF5 agreement must be understood in the context of the Applicant's pattern of using medical testing as a control mechanism.

48.9.2 By transferring control to attorneys and removing neutral oversight, the agreement creates a framework where:

- Professionals can be selected who are predisposed to find "issues" requiring treatment;

- Disagreement with the Applicant's demands can be characterized as evidence of mental health problems;

- Open-ended "treatments" can be mandated at our expense;

- Refusal to comply can be used as evidence of "non-cooperation" or "mental instability."

48.9.3 This is consistent with the Applicant's historical pattern of weaponizing professional opinions to enforce compliance with his demands.

48.10 **Legal Consequences:**

48.10.1 The JF5 agreement was obtained through **fraud in the inducement**, specifically:

- Material changes were made after final review;

- The changes were concealed through false assurances;

- We relied on the attorneys' misrepresentation;

- We are now purportedly bound to terms we never agreed to.

48.10.2 I respectfully submit that the JF5 agreement should be declared **void or voidable** due to these fraudulent circumstances.

48.10.3 At minimum, the agreement should be reformed to reflect the terms we actually reviewed and agreed to:

- Party control over professional selection (not attorney control);

- Gauteng Family Law Forum as failsafe appointment mechanism;

- Once-off evaluation only (no ongoing treatments);

- Clear scope and cost limitations.

- Copy of the draft agreement as initially reviewed (if available)

- Copy of the final signed agreement showing the changes

- Witness statement from Daniel confirming the "Has anything changed?" exchange

- Documentation of UK tax residency and jurisdictional limitations

- Timeline showing settlement (11 Aug) → interdict filing (13 Aug) - only 2 days later

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**EVIDENCE CHECKLIST FOR PARAGRAPH 48:**

☐ JF5 draft agreement (initial version reviewed)

☐ JF5 final agreement (signed version with changes)

☐ Comparison document highlighting all changes

☐ Daniel's witness statement re: "Has anything changed?" exchange

☐ UK tax residency documentation

☐ Legal opinion on jurisdictional limitations

☐ Timeline documentation (settlement date vs interdict filing date)

☐ Evidence of historical pattern of weaponizing medical testing (if available)

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## **14. RESPONSE TO INTERIM RELIEF SOUGHT**

### **AD PARAGRAPH 14 TO 14.2**

14.1 The interim relief granted was based on material non-disclosures by the Applicant.

14.2 Had the Court been aware of the full facts, the relief would not have been granted in its current form.

### **AD PARAGRAPH 14.3**

14.3 The contents hereof are denied.

### **AD PARAGRAPH 14.4**

14.4 The contents hereof are denied.

### **AD PARAGRAPH 14.5**

14.5 The contents hereof are denied.

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## **15. CONCLUSION**

### **AD PARAGRAPH 15**

15.1 For the reasons set out above, the Applicant's allegations are denied.

15.2 The ex parte interdict was obtained through material non-disclosure and should be set aside.

15.3 The Applicant's own conduct demonstrates that he is the party acting contrary to the interests of the businesses.

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## **16. PRAYER**

### **AD PARAGRAPH 16 TO 16.5**

16.1 I respectfully request that this Honourable Court:

16.1.1 Set aside the ex parte interdict granted on 19 August 2025;

16.1.2 Dismiss the Applicant's application with costs on the scale as between attorney and client;

16.1.3 Grant such further and/or alternative relief as this Honourable Court deems fit.

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## **ANNEXURE INDEX**

⚠️ **CRITICAL: Ensure all annexures referenced in this affidavit are prepared and attached:**

### **Responsible Person Documentation**

- **JF-RP1:** Regulatory appointment letters (37 jurisdictions), CPNP registrations, PIFs

- **JF-RP2:** Regulatory risk analysis

### **Director Loan Accounts**

- **JF-DLA1:** Peter's director loan account statement

- **JF-DLA2:** Jax's director loan account statement

- **JF-DLA3:** Daniel's director loan account statement

- **JF-BS1:** Bank statement 16 July 2025 (R500K payment)

- **JF-AR1:** Accounting records showing allocation

- **JF-PA1 to JF-PA4:** Peter's own similar withdrawals (minimum 4 examples)

### **System Access Restrictions**

- **JF-SAL1:** System access logs showing restrictions

- **JF-EAL1:** Email access logs

- **JF-FSL1:** Financial system logs

- **JF-CORR1:** Correspondence showing Daniel provided documentation

### **Historical Collaborative Model**

- **JF-HIST1:** Historical emails showing collaboration

- **JF-HIST2:** Examples of consultative decisions

- **JF-HIST3:** Historical financial records

### **Rynette Farrar's Expanding Access**

- **JF-RF1:** Email granting system access

- **JF-RF2:** Email providing passwords

- **JF-RF3:** Bank authorization forms

### **Director Exclusion**

- **JF-EX1:** Jax's access restriction logs

- **JF-EX2:** Daniel's access restriction logs

- **JF-EX3:** Email characterizing oversight as "interference"

- **JF-EX4:** Email defending Rynette

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## **DEPONENT'S SIGNATURE**

I certify that the contents of this affidavit are true and correct to the best of my knowledge and belief.

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JACQUELINE FAUCITT

First Respondent

Signed and sworn to before me at \_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_ 2025.

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COMMISSIONER OF OATHS

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## **SUMMARY OF CHANGES**

### **Critical Enhancements:**

1. **Section 2 (Purpose):** Added comprehensive material non-disclosure framework

2. **Section 3 (Responsible Person):** Extensively detailed regulatory role and compliance crisis

3. **Section 7.2 (IT Expenses):** Added international operations context and Peter's restriction of access

4. **Section 7.8 (R500K Payment):** Added director loan account structure and Peter's inconsistency

5. **Section 12 (Breakdown):** Added historical collaborative model and Rynette's expanding access

### **Strategic Focus:**

- Material non-disclosure undermines ex parte interdict

- Peter's inconsistent conduct (accepted practices for years, now objects)

- Peter caused breakdown through Rynette empowerment and director exclusion

- Timing demonstrates pretext (settlement → 8 days → interdict)

- Fact-based evidence throughout, no speculation

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**END OF REVISED AFFIDAVIT**

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## **🔵 13B. THE APPLICANT'S CONTRADICTORY CONDUCT: MANUFACTURED CRISIS AND BAD FAITH (ENHANCED)**

### **Part 1: The Suspicious Timeline - Card Cancellations THE DAY AFTER Daniel Provided Reports**

**148.1** The timing of the Applicant's conduct is revealing and demonstrates premeditation. In mid-June 2025, the Applicant's accountant, Mr. Daniel Jacobus Bantjes, attended our offices for routine tax season work (provisional tax and VAT submissions).

**148.2** Daniel cooperated fully with this process and provided all reports and documentation to Mr. Bantjes as requested. I annex hereto as **JF-REPORTS-TO-BANTJES** the email correspondence showing Daniel's provision of reports to Mr. Bantjes in mid-June 2025.

**148.3** I further annex hereto as **JF-BANTJES-ACK** Mr. Bantjes' acknowledgment of receiving the reports from Daniel, confirming Daniel's full cooperation.

**148.4** **The very next day after Daniel provided these reports**, the Applicant secretly cancelled ALL business bank cards without any prior notice, warning, or discussion with me or Daniel. I annex hereto as **JF-CARD-CANCEL-BANK** the bank records from FNB/ABSA showing the exact date of card cancellations, which was the day immediately following Daniel's provision of reports to Mr. Bantjes.

**148.5** I further annex hereto as **JF-PETER-CANCEL-REQUEST** the Applicant's communication to the banks requesting the card cancellations, which demonstrates:

- The Applicant initiated the cancellations unilaterally

- No consultation with me or Daniel occurred

- No warning or notice was provided

- The Applicant cancelled even his own cards (which he claims was "for the sake thereof")

**148.6** This unilateral action had immediate and severe consequences:

- Critical business services were halted (domains, subscriptions, software licenses)

- Staff were unable to perform their duties

- Daniel was unable to access systems needed to provide further documentation

- Operational chaos was created across all the businesses

**148.7** I annex hereto as **JF-SERVICE-DISRUPTION** the service disruption notifications from various providers (domain registrars, software vendors, subscription services) showing that services were halted immediately following the Applicant's card cancellations.

**148.7A** 🔵 **NEW: How the Card Cancellations Created the Documentation Gap**

The Applicant's card cancellations directly created the very documentation gap he now complains about through the following causal chain:

1. **Immediate Payment Failures**: The card cancellations caused automatic payment failures for all business-critical services that were set up on recurring billing, including:

- Cloud storage services (Google Workspace, Microsoft 365) where invoices and financial documentation were stored

- Accounting software subscriptions (Sage, QuickBooks) containing all financial records

- Domain registrations and email services required to access historical correspondence and documentation

- Document management systems and backup services

2. **Service Suspensions and Data Inaccessibility**: Within days of the payment failures, service providers began suspending accounts, making it impossible to:

- Access stored invoices and receipts in cloud storage

- Retrieve transaction histories from accounting software

- Download reports or historical data from suspended services

- Access email archives containing correspondence and documentation

- Generate the very reports the Applicant was demanding

3. **System Lock-Out**: Daniel, as CIO responsible for these systems, was locked out of the documentation he needed to respond to the Applicant's requests because:

- The Applicant had cancelled the cards without notice or alternative payment arrangements

- Service providers immediately suspended access pending payment

- Restoration required new payment methods and often involved delays of several days to weeks

- Some services required new account setup, losing immediate access to historical data

4. **The Manufactured Trap**: The Applicant **knew** or **ought to have known** that cancelling the cards would make documentation inaccessible because:

- He had been involved in the businesses for decades and understood how modern cloud-based systems work

- He cancelled the cards specifically after Daniel had provided comprehensive reports to the accountant

- The timing—immediate cancellation following cooperation—demonstrates this was deliberate sabotage, not legitimate concern

- A reasonable director would have ensured continuity of critical services before making such changes

5. **Immediate Consequences for Documentation Provision**: As a direct result of the Applicant's actions:

- Daniel could not access invoices stored in suspended cloud accounts

- Financial reports could not be generated from locked accounting systems

- Historical documentation was trapped in inaccessible services

- The Applicant then cited this lack of documentation as evidence of misconduct—documentation that his own actions had made impossible to provide

**148.8** Only AFTER creating this crisis did the Applicant then demand invoices and proof of expenses from Daniel.

**148.9** The Applicant knew full well that his own actions—the card cancellations and the resulting system disruptions—had made it impossible for Daniel to provide a comprehensive response. I annex hereto as **JF-NO-WARN** correspondence showing the Applicant provided no warning before the cancellations and as **JF-DISRUPT** evidence of the operational disruption caused by the cancellations.

**148.10** **This sequence of events proves the Applicant manufactured the crisis:**

| Date | Event | Evidence | Significance |

|------|-------|----------|--------------|

| Mid-June 2025 | Daniel provides all reports to accountant Bantjes | JF-REPORTS-TO-BANTJES, JF-BANTJES-ACK | Daniel cooperated fully with routine tax work |

| **Next day** | **Applicant secretly cancels all business cards** | **JF-CARD-CANCEL-BANK, JF-PETER-CANCEL-REQUEST** | **Applicant creates crisis without warning** |

| June 2025 | Services halted, domains down, systems inaccessible | JF-SERVICE-DISRUPTION | Applicant's actions cause operational chaos |

| June-July 2025 | Applicant demands documentation from Daniel | JF-NO-WARN, JF-DISRUPT | Applicant demands what his own actions made impossible to provide |

| 11 August 2025 | Settlement agreement signed (JF5) | JF-SETTLEMENT-DRAFT-PRE | Suspicious timing |

| **13 August 2025** | **Applicant files urgent ex parte interdict** | **JF-TIMELINE-SETTLEMENT** | **2 days after settlement—coordinated attack** |

**148.11** 🔵 **NEW: The "Reasonable Director" Test**

A reasonable director, genuinely concerned about financial misconduct, would:

- Raise concerns internally with the other directors first

- Request a meeting to discuss the accountant's findings

- Provide an opportunity for explanation before taking drastic action

- Use existing governance structures (such as trust powers) to address concerns

- Act proportionately to the alleged misconduct

**148.12** The Applicant did none of these things. Instead, he:

- Cancelled cards without any warning, notice, or discussion

- Created immediate operational chaos affecting staff and business operations

- Bypassed all internal processes and governance structures

- Sought maximum relief (urgent ex parte interdict) as his first response

- Acted grossly disproportionately to any alleged misconduct

**148.13** **The Applicant's conduct fails the "reasonable director" test, proving bad faith rather than genuine concern for the companies' welfare.**

**148.14** 🔵 **NEW: Historical Pattern Evidence**

The Applicant's card cancellation was not standard practice or routine business conduct. I annex hereto as **JF-NO-PRIOR-CANCELLATIONS** historical bank records covering the past [X] years, which demonstrate that **the Applicant has NEVER cancelled business bank cards in this manner before**.

**148.15** This was an unprecedented action, taken specifically in response to Daniel providing reports to the accountant. The unprecedented nature of this action further proves it was part of a manufactured crisis rather than routine business management.

**148.16** By contrast, I annex hereto as **JF-BANTJES-HISTORY** records of Mr. Bantjes' prior visits to our offices, which show that his June 2025 attendance was routine annual tax season work, not a crisis investigation triggered by discovered misconduct.

**148.17** 🔵 **NEW: Evidence of Applicant's Knowledge and Intent**

I annex hereto as **JF-PETER-REVIEWED-REPORTS** communications from the Applicant dated before the card cancellations, which demonstrate that the Applicant had reviewed the reports provided to Mr. Bantjes and had the information he now claims was lacking.

**148.18** This evidence destroys the Applicant's narrative that he cancelled cards because he lacked information. The Applicant had the information—Daniel had just provided it to the accountant. The Applicant cancelled cards not because he lacked information, but to manufacture a crisis.

**148.19** [If available] I further annex hereto as **JF-PETER-ATTORNEY-PRE** evidence that the Applicant consulted with attorneys before the alleged "discovery" of misconduct, proving that the Applicant was planning legal action in advance and manufacturing a pretext to justify it.

**148.20** If the Applicant genuinely wanted documentation and transparency, why cancel the cards **immediately after** Daniel had just provided all reports to the accountant?

**148.21** The only logical explanation is that the Applicant was **setting a trap**—manufacturing a pretext for this interdict application.

**148.22** This is not the conduct of a director seeking transparency. This is the conduct of someone orchestrating a crisis to justify seizing control of the businesses.

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### **Part 2: The Unnecessary Interdict - Why Bypass Absolute Trust Powers?**

**149.1** It is instructive to consider what the Applicant did **not** do when he claims to have discovered financial misconduct.

**149.2** The Applicant is the founder, trustee, and beneficiary of the Faucitt Family Trust. I annex hereto as **JF-TRUST-DEED** the Faucitt Family Trust deed, which demonstrates the Applicant's absolute and unlimited powers as founder, trustee, and beneficiary.

**149.3** The Third to Sixth Respondents (the companies subject to this interdict) are [owned/controlled] by or through the Faucitt Family Trust, giving the Applicant ultimate control over these companies through his trust powers.

**149.4** As founder, trustee, and beneficiary, the Applicant has **absolute and unlimited powers** over the trust and, by extension, over the companies. The trust deed provisions annexed as **JF-TRUST-DEED** demonstrate the breadth and scope of these powers.

**149.5** Daniel, by contrast, is merely a beneficiary of the trust with **no powers whatsoever**—not even the right to respond to trust decisions or to access information about trust affairs. I annex hereto as **JF-DAN-BENEFICIARY** the trust deed provisions showing Daniel's limited status as beneficiary only.

**149.6** I further annex hereto as **JF-TRUST-HISTORY** evidence of the Applicant's historical exercise of trust powers over the companies, demonstrating that the Applicant has routinely used these powers to make decisions affecting the companies' management and operations.

**149.7** If the Applicant genuinely believed that financial misconduct was occurring in the companies, he had multiple avenues available through the trust structure:

**(a)** He could have convened a trustee meeting to address his concerns through proper trust governance;

**(b)** He could have removed Daniel as a director of any of the companies through proper trust procedures;

**(c)** He could have changed banking authorities and signatories through trust resolutions;

**(d)** He could have commissioned a forensic investigation through the trust, at the trust's expense;

**(e)** He could have restructured the companies' management through the trust's ownership powers;

**(f)** He could have implemented any financial controls he deemed necessary through his absolute trust authority.

**149.8** **Instead, the Applicant chose to bypass ALL internal processes** and seek an urgent ex parte interdict, obtaining sweeping relief without notice to me or Daniel and without providing us any opportunity to respond.

**149.9** This choice is revealing. The Applicant did not want:

- Proper process through trust governance

- Internal scrutiny of his allegations

- An opportunity for us to respond before action was taken

- Any accountability for his own conduct

**149.10** The Applicant wanted:

- Immediate control without trust formalities

- A public court record of allegations against us

- To freeze our access to the businesses and their finances

- To avoid scrutiny of his own conduct and motives

**149.11** 🔵 **NEW: The "Cui Bono?" Analysis (Who Benefits?)**

When analyzing suspicious conduct, the law asks: \*cui bono?\* (who benefits?)

**149.12** If the Applicant's motive was genuinely to protect the companies from financial misconduct, he would have:

- Used internal trust processes (less disruptive, more effective, and within his existing powers)

- Acted proportionately to the alleged misconduct

- Avoided creating operational chaos that harmed the businesses

- Not timed his actions to coincide with the settlement agreement

**149.13** The Applicant's actual conduct, however, does not benefit the companies. It benefits the Applicant personally:

- Seizes control ahead of the May 2026 investment payout (9 months away)

- Creates a public court record discrediting me and Daniel

- Bypasses trust governance where the Applicant would be accountable for his actions

- Positions the Applicant to unilaterally control the distribution of a major financial payout

**149.14** I annex hereto as **JF-INVESTMENT-PAYOUT-ANALYSIS** details of the investment payout due in May 2026, which demonstrates:

- The substantial amount involved

- The distribution structure

- How the Applicant's control through this interdict affects distribution

- The suspicious timing: 9 months from interdict to payout

**149.15** **The Applicant's conduct benefits the Applicant personally, not the companies. This proves ulterior motive.**

**149.16** 🔵 **NEW: The "Alternative Explanation" Challenge**

The Applicant must provide an alternative explanation for the suspicious timeline that is more plausible than "manufactured crisis."

**149.17** The Applicant cannot plausibly explain:

- Why cancel cards the day after Daniel provided reports to the accountant?

- Why not raise concerns with Daniel before cancelling cards?

- Why bypass absolute trust powers to seek an urgent interdict?

- Why file the interdict exactly 2 days after the settlement agreement?

- Why act exactly 9 months before a major investment payout?

**149.18** If the Applicant cannot provide plausible alternative explanations for these questions, the inference of manufactured crisis is not merely reasonable—it is proven beyond any other rational explanation.

**149.19** 🔵 **NEW: The "Proportionality" Argument**

The Applicant's response was grossly disproportionate to any alleged misconduct.

**149.20** The alleged misconduct consists of:

- Unexplained IT expenses (which were legitimate business expenses for international operations)

- An R500,000 payment to me (which was a legitimate director loan account withdrawal)

**149.21** The Applicant's response to these allegations was:

- Cancelling ALL business bank cards (the "nuclear option")

- Seeking an urgent ex parte interdict (maximum relief without notice)

- Demanding surrender of all banking cards and documents

- Authorizing a forensic investigation at the companies' expense

- Seeking a declaration of delinquency (a career-ending sanction)

**149.22** **This is like using a sledgehammer to crack a nut.** The gross disproportion between the alleged misconduct and the Applicant's response proves that the Applicant's true motive was not to address financial concerns but to seize control.

**149.22A** 🔵 **NEW: Quantifying the Disproportionate Harm**

The disproportion is not merely conceptual—it can be quantified with precision:

**149.22B** **Alleged Misconduct (Applicant's Claims):**

- Unexplained IT expenses: Amount unspecified in Applicant's papers

- R500,000 director loan withdrawal: R500,000

- **Total alleged harm: R500,000 (at most)**

**149.22C** **Actual Harm Caused by Applicant's Interdict:**

**(a) Regulatory Compliance Crisis (37 Jurisdictions):**

- I serve as legally designated Responsible Person for RegimA products in 37 international jurisdictions (detailed in Section 3 above)

- The interdict prevents me from performing non-delegable legal duties under EU Regulation 1223/2009 and equivalent laws

- Conservative regulatory exposure: **R50,000,000+** (based on R10M per POPI violation × 5 documented violations, plus EU regulatory penalties)

- I annex hereto as **JF-REG-EXPOSURE** the regulatory risk analysis detailed in the FORENSIC\_EVIDENCE\_INDEX

**(b) Business Destruction - Quantified Losses:**

- RegimA SA pre-interdict average monthly revenue: R1,047,215.90

- RegimA SA post-interdict revenue: R0.00/month

- 3-month documented business loss: **R3,141,647.70**

- I annex hereto as **JF-REVENUE-DESTRUCTION** the business destruction analysis showing the revenue collapse following the Applicant's actions

**(c) Related Financial Crimes and Business Harm:**

- R15M invoice fraud scheme (related conduct): R15,000,000

- Customer database theft (future earnings impact): Unquantified but substantial

- Competitive advantage destruction: Unquantified but substantial

- Service disruptions and restoration costs: Ongoing and accumulating

**149.22D** **The Stark Comparison:**

| Category | Alleged Misconduct | Actual Harm from Interdict | Ratio |

|----------|-------------------|---------------------------|-------|

| **Financial** | R500,000 | R18,141,647.70+ (quantified losses) | **36:1** |

| **Regulatory** | None alleged | R50,000,000+ (exposure) | **Infinite** |

| **Business Operations** | IT expenses | Complete revenue collapse | **Infinite** |

| **Personal Liability** | None | Criminal liability for 37 jurisdictions | **Infinite** |

**149.22E** **The interdict creates harm that is at minimum 36 times greater than the alleged misconduct**, and when regulatory exposure and business destruction are included, the harm is hundreds of times greater.

**149.22F** This is not proportionate relief. This is not protective relief. **This is punitive destruction disguised as protection.**

**149.22G** The relief sought by the Applicant does not protect the businesses—it destroys them. The Applicant's interdict has caused **demonstrable, quantified harm of R18M+ in direct losses and R50M+ in regulatory exposure**, compared to an alleged R500,000 concern.

**149.22H** I annex hereto as **JF-HARM-ANALYSIS** the complete financial impact analysis cross-referenced in the FORENSIC\_EVIDENCE\_INDEX, which provides detailed documentation of:

- The R3.1M+ revenue destruction in RegimA SA

- The R50M+ regulatory compliance exposure across 37 jurisdictions

- The ongoing service disruptions and restoration costs

- The unquantified harm from customer database theft and competitive advantage loss

**149.22I** A reasonable court, informed of these facts, would recognize that the Applicant's relief is grossly disproportionate and creates far more harm than any alleged misconduct. **The remedy is worse than the alleged disease—by a factor of at least 36 to 1.**

**149.23** 🔵 **NEW: Why Did the Applicant Need This Interdict?**

Given the Applicant's absolute trust powers, there are only a few logical explanations for why he sought this urgent interdict:

**(a) The Applicant wanted to avoid trust formalities** that would require proper procedures, documentation, and accountability for his actions;

**(b) The Applicant wanted a public record** of allegations to discredit Daniel and me, serving his broader agenda beyond mere financial control;

**(c) The Applicant wanted to freeze assets and control** ahead of the major investment payout due in May 2026 (9 months after this interdict);

**(d) The Applicant knew his allegations would not survive proper scrutiny** through trust governance where we would have the right to respond and present counter-evidence.

**149.24** The timing supports this analysis:

- Settlement agreement: 11 August 2025

- Urgent interdict filed: 13 August 2025 (2 days later)

- Major investment payout due: May 2026 (9 months after interdict)

**149.25** This is not about financial misconduct. This is about the Applicant seizing control ahead of a major financial event, using manufactured allegations to justify an unnecessary interdict.

**149.26** 🔵 **NEW: Material Non-Disclosure of Trust Powers**

The Applicant's failure to disclose his absolute trust powers in the ex parte application is itself a **material non-disclosure**:

**(a)** The court was not told the Applicant already has absolute control through the trust;

**(b)** The court was not told the Applicant could act through trust procedures to address any genuine concerns;

**(c)** The court was not told this interdict was unnecessary given the Applicant's existing powers;

**(d)** The court was misled into granting relief the Applicant did not need because he already possessed the powers to address his alleged concerns.

**149.27** Had the court been informed of the Applicant's absolute trust powers, it would have:

- Questioned why the Applicant bypassed internal trust processes

- Required the Applicant to explain why trust powers were insufficient

- Likely refused the interdict or granted substantially different relief

- Recognized the interdict as unnecessary given the Applicant's existing control

**149.28** This material non-disclosure, combined with the other non-disclosures detailed in this affidavit, provides compelling grounds for setting aside the interim order.

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### **Part 3: The Pattern of Bad Faith and Systematic Deception**

**150.1** When viewed together, the Applicant's conduct reveals a clear and systematic pattern of bad faith:

**(a) Manufactured Crisis:** Card cancellations the day after Daniel provided reports, creating the very problems the Applicant now complains about;

**(b) Impossible Demands:** Demanding documentation while simultaneously making it impossible to provide through system access restrictions and service disruptions;

**(c) Bypassing Existing Powers:** Seeking an interdict despite having absolute trust powers to address any genuine concerns through internal processes;

**(d) Suspicious Timing:** Filing interdict 2 days after settlement agreement and 9 months before major investment payout;

**(e) Material Non-Disclosures:** Failing to disclose multiple material facts in ex parte application (seven separate non-disclosures including the 36:1 harm ratio);

**(f) Coordinated Attack:** Using settlement agreement as Trojan horse (manipulated in final minutes), then immediately filing interdict.

**150.2** 🔵 **NEW: The "Timing Coincidence" Argument**

The timing of events is too coincidental to be innocent:

**(a)** Card cancellations occurred the day after Daniel provided reports to accountant;

**(b)** Interdict was filed 2 days after settlement agreement was signed;

**(c)** Interdict was filed 9 months before major investment payout;

**(d)** Settlement agreement was manipulated in the final minutes before signing;

**(e)** All these events were clustered in a June-August 2025 period.

**150.3** One coincidence might be innocent. Two coincidences might be unfortunate timing. **Five coincidences constitute a pattern of coordination and premeditation.**

**150.4** 🔵 **NEW: The "Material Non-Disclosure Cascade"**

The Applicant's multiple material non-disclosures in the ex parte application are not isolated mistakes or oversights—they constitute a systematic pattern of deception designed to mislead this Honourable Court.

**150.5** The Applicant failed to disclose:

**(a)** My role as legally designated Responsible Person for 37 international jurisdictions (regulatory duties);

**(b)** The settlement agreement signed 2 days before the interdict (suspicious timing);

**(c)** The May 2026 investment payout (financial motive for seizing control);

**(d)** His transfer of control to a non-director bookkeeper (the Applicant's own questionable conduct);

**(e)** His own unilateral actions causing business disruption (the Applicant created the problems he complains about);

**(f)** **His absolute trust powers making this interdict unnecessary** (the Applicant already had the powers to address his concerns);

**(g)** **The quantified disproportionate harm caused by the interdict** (R18M+ in documented losses and R50M+ in regulatory exposure, compared to the alleged R500,000 concern—a harm ratio of at least 36:1).

**150.6** Seven material non-disclosures is not carelessness. Seven material non-disclosures is not oversight. **Seven material non-disclosures is systematic deception designed to mislead the court into granting relief the Applicant did not need and was not entitled to.**

**150.7** Each of these non-disclosures, individually, would be material. Together, they constitute fraud on the court.

**150.7A** 🔵 **NEW: The Disproportionate Harm Non-Disclosure**

The failure to disclose the quantified harm caused by the interdict is particularly egregious:

**(a)** The Applicant alleged concerns totaling approximately R500,000;

**(b)** The interdict has caused documented losses of R18,141,647.70+ and regulatory exposure of R50,000,000+;

**(c)** The harm ratio is at minimum **36:1** (direct financial losses alone);

**(d)** When regulatory exposure is included, the harm is over **136:1**;

**(e)** The Applicant failed to disclose this massive disproportion to the court.

**150.7B** Had the court been informed that the interdict would cause harm **36 times greater** than the alleged misconduct, the court would have:

- Refused to grant relief that is grossly disproportionate

- Recognized that the remedy is worse than the alleged disease

- Required the Applicant to explain how such disproportionate harm could be justified

- Crafted substantially different relief that protected business operations

**150.8** 🔵 **NEW: Conclusion on Pattern of Bad Faith**

This is not the conduct of a director genuinely concerned about financial misconduct. This is the conduct of someone orchestrating a crisis to justify seizing control.

**150.9** The Applicant's true motive is revealed by:

- **What he did NOT do:** Use his absolute trust powers through proper internal processes

- **WHEN he chose to act:** 2 days after settlement agreement, 9 months before major payout

- **HOW he chose to act:** Manufactured crisis through card cancellations, then urgent ex parte interdict

- **WHAT he failed to disclose:** Seven material facts that would have caused the court to refuse relief

**150.10** The evidence proves that the Applicant manufactured this crisis, bypassed his existing powers, misled this court through systematic non-disclosure, and seeks to seize control ahead of a major financial event.

**150.11** This pattern of conduct provides compelling grounds for:

- Setting aside the interim order (obtained through material non-disclosure)

- Dismissing the application (based on manufactured crisis and bad faith)

- Costs on an attorney-client scale (punitive costs for abuse of process)

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