

Jacqui Faucitt

From: Daniel Faucitt <dan@regima.com>
Sent: Monday, 22 September 2025 10:16 AM
To: Jacqui Faucitt
Cc: Jacqui Faucitt
Subject: NOTICE OF WITHDRAWAL FROM SETTLEMENT AGREEMENTS

Importance: High

Categories: RegimA

NOTICE OF WITHDRAWAL FROM SETTLEMENT AGREEMENTS

****DATE:**** 22 September 2025

****DELIVERED VIA:**** Email and Registered Post

****TO:****

ENS Africa

Attention: Ms. Shenaaz Munga

Email: smunga@ensafrica.com

****CC:****

Elliott Attorneys Inc

Attention: Mr. KR Elliott

Email: keegan@elliottattorneys.co.za

****RE: CASE NO. 2025-137857 - NOTICE OF WITHDRAWAL FROM SETTLEMENT AGREEMENTS DATED 18 SEPTEMBER 2025****

Dear Sirs,

We refer to the above matter and the purported settlement agreements signed on 18 September 2025.

1. WITHDRAWAL FROM AGREEMENTS

We hereby give notice of our immediate withdrawal from all settlement agreements signed on 18 September 2025 based on multiple grounds, each independently sufficient to void these agreements.

2. GROUNDS FOR WITHDRAWAL

2.1 IMMEDIATE FUNDAMENTAL BREACH BY PETER FAUCITT

On 19 September 2025, merely one day after signing, Peter Faucitt materially breached the settlement by:

- Physically preventing Jacqueline Faucitt from performing her legal duties regarding POPIA compliance
- Claiming he "controls all the companies now" - exceeding his financial-only mandate under the interdict
- Assaulting an employee by grabbing their phone
- Obstructing legal compliance that could result in R10 million regulatory fines

This immediate repudiation releases us from any obligations.

2.2 MATERIAL NON-DISCLOSURE

We have discovered that material information was deliberately withheld:

- **June 10, 2025 correspondence** between Daniel Faucitt and Danie Bantjies regarding financial irregularities was not disclosed
- **R12,330,131.18 was transferred** from supposedly protected accounts on September 11, 2025 - seven days before mediation
- These material facts were known to your client and his advisors but concealed from us

This non-disclosure vitiates any consent.

2.3 DURESS AND COERCION

The agreements were signed under duress:

- We were told refusing would result in being "bound until 2029 with no earlier relief"
- Medical testing was presented as mandatory for mediation
- We had no meaningful choice
- The true nature of proceedings was misrepresented

2.4 ABSENCE OF LEGITIMATE DISPUTES

Review of correspondence reveals no actual disputes existed:

- June 2025 emails show collaborative investigation of financial irregularities
- Matters raised were crimes requiring investigation, not interpersonal disputes
- No Terms of Reference defined any disputes
- Nothing was actually "settled"

Without defined disputes, the settlement lacks consideration and serves no purpose.

2.5 IMPOSSIBLE AND UNCERTAIN TERMS

The agreements contain:

- No defined scope or disputes being resolved
- Vague, uncertain provisions
- Medical requirements inappropriate for business matters
- Mixed therapeutic and legal purposes that are incompatible

These fundamental uncertainties render the agreements void.



2.6 PROCEDURAL IRREGULARITIES

The mediation lacked basic procedural requirements:

- No Terms of Reference
- No mediation agreement
- Presented as "family therapy" not legal proceedings
- "Off-the-record" nature incompatible with binding agreements
- No clear exchange of consideration

2.7 ILLEGALITY AND PUBLIC POLICY

The agreements appear designed to:

- Prevent reporting of crimes to authorities
- Suppress evidence of financial irregularities
- Circumvent legal compliance obligations

Agreements for illegal purposes are void as against public policy.

3. LEGAL POSITION

Based on the above, the settlement agreements are:

- ****Void ab initio**** for illegality, impossibility, and lack of consensus
- ****Voidable**** for duress, misrepresentation, and non-disclosure
- ****Terminated**** by Peter Faucitt's immediate fundamental breach
- ****Unenforceable**** for uncertainty and procedural defects

4. DEMANDS

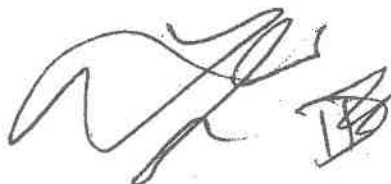
We accordingly demand:

- 4.1 Immediate written confirmation that the settlement agreements are terminated
- 4.2 Confirmation that no enforcement will be attempted
- 4.3 Cancellation of all medical assessments
- 4.4 Cessation of all actions based on these void agreements

5. RESERVATION OF RIGHTS

We reserve all our rights, including but not limited to:

- Seeking urgent court relief if these agreements are not acknowledged as void
- Pursuing claims for damages arising from the breaches
- Reporting relevant matters to appropriate authorities
- Taking any steps necessary to protect our interests

Handwritten signature and initials in the bottom right corner of the page.

6. INTERDICT MATTERS

Separately, we note that the interdict granted on 19 August 2025 appears to have been:

- Obtained based on material non-disclosure
- Exceeded by Peter Faucitt's conduct
- Used for purposes beyond its scope

We reserve our rights regarding appropriate remedies.

7. NO ADMISSION

Nothing herein constitutes an admission of any liability or wrongdoing on our part. This notice is served strictly without prejudice to our rights.

8. RESPONSE REQUIRED

We require written response by close of business on [Date - 48 hours from sending] confirming:

- The settlement agreements are void and of no effect
- No enforcement will be attempted
- All related processes are cancelled

Failure to respond or any attempt to enforce these void agreements will result in immediate application to court for appropriate relief, including costs on a punitive scale.

9. FUTURE CORRESPONDENCE

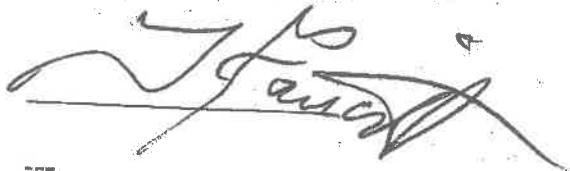
Given the seriousness of these matters and our safety concerns, all future correspondence must be directed through our legal representatives [once appointed - details to follow].

Yours faithfully,

****DANIEL JAMES FAUCITT****



****JACQUELINE FAUCITT****



This notice is served without prejudice to any additional grounds for voidness that may be raised in due course.

IMPORTANT NOTES

****Service:**** Send via email for speed AND registered post for formal record

****Timing:**** Date 48 hours from sending for response

****Safety:**** Do not include personal contact details or current location

****Evidence:**** Keep proof of sending (email receipts, registered post slips)

Handwritten signature and initials in the bottom right corner of the page.

Keegan Elliott

Subject:

FW: NO SALARY RECEIVED DESPITE PROMISE. FOR THE RECORD

"AFS"

From: Jacqui Faucitt <jax@regima.zone>

Sent: Tuesday, 30 September 2025 11:36

To: 'Rynette Farrar' <rynette@regimaskin.co.za>

Cc: linda@regimaskin.co.za; gayane@regimaskin.co.za; kent@regimaskin.co.za

Subject: NO SALARY RECEIVED DESPITE PROMISE. FOR THE RECORD

PETE MUST PROVIDE CONFIRMATION OF PAYMENT OF MY SALARY OUT OF MY ACCOUNT. HE STATED IT WAS PAID THIS MORNING, NOT RECEIVED YET. I CAN COME AND COLLECT THE CONFIRMATION OF PAYMENT NOW NOW. EVERYONE ELSE HAS BEEN PAID. THIS IS MONEY FROM MY OWN ACCOUNT SO NEEDS TO BE PAID NOW, EVERYONE ELSE WAS PAID LAST WEEK

From: rynette@regimaskin.co.za <rynette@regimaskin.co.za>

Sent: Tuesday, 30 September 2025 11:07 AM

To: 'Jaco van Niekerk' <jvnlegal@outlook.com>; davidbayliss@mweb.co.za

Cc: Jacqui Faucitt <jax@regima.zone>; 'Jacqui Faucitt' <jax@regima.com>; pete@regimaskin.co.za

Subject: RE: Update on RegimA matters

Good morning Jaco

Pete asks if it is possible for you to come to him to sign these two affidavits.

If you can give him a day and time, he will appreciate it.

Many thanks!



From: Jaco van Niekerk <jvnlegal@outlook.com>

Sent: Monday, 29 September 2025 14:23

To: rynette@regimaskin.co.za; davidbayliss@mweb.co.za

Cc: 'Jacqui Faucitt' <jax@regima.zone>; 'Jacqui Faucitt' <jax@regima.com>; pete@regimaskin.co.za

Subject: RE: Update on RegimA matters

Rynette,

Thank you for your e-mail below

Sorry for the late response. Your e-mail ended up in my spam folder and I only saw it now.