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**IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG LOCAL DIVISION, JOHANNESBURG)**

**CASE NUMBER:** 20/16975

In the matter between:

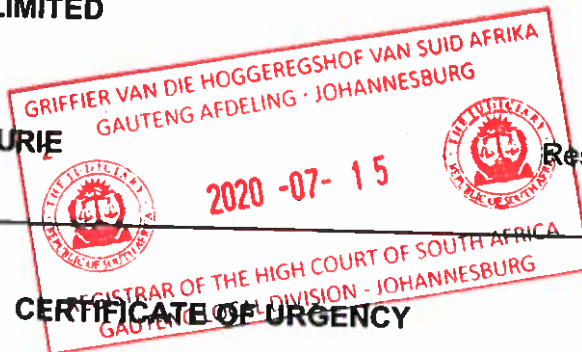
**TAKUTATA (PTY) LIMITED**

Applicant

and

**CHRISTOPHER FOURIE**

Respondent



**CERTIFICATE OF URGENCY**

I Andrew Bagg, the attorney for the applicant herein, hereby certify that this matter is of such urgency that it must be heard on **21 July 2020** during the period of Lockdown Level 3, a period during which restrictions are in place relating to the free movement of persons owing to measures to combat covid-19 infection pandemic.

**Sheriff Sandton South**  
**2020-07-16**  
**RECEIVED**

**Dated at Sandton on this the 15th day of JULY 2020**

**JENNIFER LALAGE WOKER**

**ANDREW BAGG & ASSOCIATES**

Applicant's Attorneys

Tel (021) - 761 1598

Fax (0)86 617 6095

Ref: Mr A Bagg /RED4/004 /R176

Email: [andrewbagg@law.co.za](mailto:andrewbagg@law.co.za)

**C/O SHEPSTONE & WYLIE**

Ground Floor, The Lodge,

38 Wierda Road West

Wierda Valley, Sandton

Johannesburg

Switchboard: +27 (0) 11 290 2540

Email: [woker@wylie.co.za](mailto:woker@wylie.co.za)

Ref: **JLW/cs/ANDR3.**

**TO: THE REGISTRAR OF THE ABOVE  
HONOURABLE COURT  
JOHANNESBURG**

**AND TO: CHRISTOPHER FOURIE**  
Respondent  
33 Springwood,  
Tempest Road,  
Morningside,  
Sandton,  
2057  
By Sheriff  
By email: [fouriechristopher@me.com](mailto:fouriechristopher@me.com)

*alternatively:*  
384B North Road  
Sandown Estate  
Sandown, Ext 18  
Johannesburg  
2196  
By Sheriff  
By email: [fouriechristopher@me.com](mailto:fouriechristopher@me.com)

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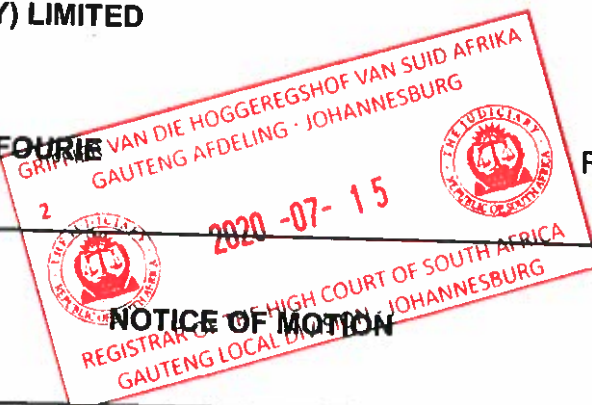
**TAKUTATA (PTY) LIMITED**

Applicant

and

**CHRISTOPHER FOURIE**

Respondent



**PART A**

**BE PLEASED TO TAKE NOTICE** that application will be made on behalf of the abovenamed applicant on the **21st day of July 2020 at 10h00** or as soon thereafter as counsel may be heard for an order in the following terms:

1. Dispensing with the forms and service provided for in the Rules and disposing of the matter as an urgent application.
2. Interdicting and restraining the respondent from making any statement which disparages or is derogatory of the applicant, any company to which it is affiliated, including Sakunda Holdings Private Limited, or any of its associated companies, or criticising or ridiculing the applicant

or the affiliates aforesaid in any media, including social media, or in any communications with the press or other media, or to any customer, client or supplier of the applicant, or any of the companies affiliated to the applicant as aforesaid.

3. Ordering that the relief in paragraph 2 above operate as an interim interdict until the court disposes of the relief sought under Part B hereto.

**BE PLEASED TO TAKE NOTICE FURTHER** that if the respondent seeks to oppose this application he should file a notice of opposition together with any answering affidavit on or before 12:00 on Monday, 20 July 2020 by way of email to the following email addresses: [woker@wylie.co.za](mailto:woker@wylie.co.za) / [andrewbagg@law.co.za](mailto:andrewbagg@law.co.za), alternatively at the physical address of Shepstone and Wylie Attorneys, Ground Floor, the Lodge, 38 Weirda Road West, Weirda Valley, Sandton for the attention of Ms JL Woker.

#### **PART B**

**BE PLEASED TO TAKE NOTICE FURTHER** that on a date to be determined by this Honourable Court the applicant intends to make application for the following orders:

1. Interdicting and restraining the respondent from making any statement which disparages or is derogatory of the applicant, any company to which it is affiliated, including Sakunda Holdings Private Limited, or any of its associated companies, or criticising or ridiculing the applicant or the affiliates aforesaid in any media, including social media, or in any communications with the press or other media, or to any customer, client or supplier of the applicant, or any of the companies affiliated to the applicant as aforesaid.
2. Ordering the respondent to pay the costs of the whole application.
3. Ordering further and/or alternative relief.

**BE PLEASED TO TAKE NOTICE** that the affidavit of David Brown with annexures will be used in support hereof.

**KINDLY** place the matter on the roll for hearing accordingly.

**Dated at Johannesburg on this the 15th day of JULY 2020**

JENNIFER LALAGE WOKER

**ANDREW BAGG & ASSOCIATES**

Applicant's Attorneys

Tel (021) - 761 1598

Fax (0)86 617 6095

**Ref: Mr A Bagg /RED4/004 /R176**

Email: [andrewbagg@law.co.za](mailto:andrewbagg@law.co.za)

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Ground Floor, The Lodge,  
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**IN THE HIGH COURT OF SOUTH AFRICA  
(GAUTENG LOCAL DIVISION, JOHANNESBURG)**

Case no:

In the matter between:

**TAKUTATA (PTY) LIMITED**

Applicant

and

**CHRISTOPHER FOURIE**

Respondent

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**FOUNDING AFFIDAVIT**

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I, the undersigned,

**DAVID BROWN**

do hereby make oath and state that:

1. I am an adult male director of companies with a current work address of 3<sup>rd</sup> floor, Silky Oakes, Bally Oakes, 35 Ballyclare Drive, Bryanston.
2. I am duly authorised to bring this application on behalf of the Applicant. I attach a resolution in this respect attached marked "FA1".
3. The facts contained in this affidavit are, unless the context clearly indicates to the contrary, within my personal knowledge and are to the best of my belief, true and correct.

*DB*

**The parties**

4. The Applicant is **TAKUTATA (PTY) LTD**, a company duly incorporated in terms of the company laws of the Republic of South Africa with registration number 2016/036427/07.
5. The Respondent is **CHRISTOPHER FOURIE**, an adult male businessman, resident at 34B North Road, Sandown Estate, Sandown extension 18, Johannesburg, Gauteng.

**The purpose of this application**

6. This is an application for an interdict requiring the respondent to comply with a contractual obligation not to disparage or be derogatory of or criticize the Applicant, any company to which it is affiliated, including Sakunda Holdings Private Limited, or any of its associated companies and management (“the Affiliates”) in any media, including social media, or in any communications with the press or other media, or to any customer, client or supplier of the Applicant, or any of the Affiliates.
7. The Respondent has begun a campaign of disparagement and criticism aimed against an affiliate company, ACL, on social media which appears part of a plan of retribution against the applicant, the Sakunda Group and its affiliates which is in breach of the above mentioned obligation and will cause the applicant and the group companies massive reputations harm and cause damage which will be considerable, but very hard to quantify in precise financial terms.
8. This application is brought on an urgent basis, the reasons for which are detailed below.

*Ch* 008




**Jurisdiction**

9. The above honourable court has jurisdiction to hear this application as the Respondent resides within the area of the court's jurisdiction and in terms of clause 24 of the agreement referred to below.

**Background**

10. The Sakunda Group of companies are fully integrated and each operates for the common benefit of all the companies who are affiliated under the broad umbrella of the Group. The Applicant is one of the Affiliates in the Group. Its employees provide services not only to the Applicant but to other Affiliates in the Group as well.
11. On or about 7 June 2018 the Applicant and the Respondent ("the Parties") entered into a Standard Employment Terms and Conditions agreement ("the Agreement"), a copy of which is annexed marked annexure "FA2".
12. The express alternatively implied terms of the Agreement which are relevant to this application are the following:
- 12.1. The employer is the Applicant (clause 1);
- 12.2. The employee is the Respondent (clause 2);
- 12.3. The Group ("Group") means the Applicant and Sakunda Holdings Private Limited or any of its associated companies (clause 3);
- 12.4. The Respondent is employed as Group Executive: Investment and Business Development of the Applicant and the Applicant's continuous employment with the Company starts on the 1<sup>st</sup> of June 2018 (clause 4.1);

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- 12.5. The Respondent, by nature of his responsibilities, agreed to be seconded within the Group from time to time (clause 4.2);
  - 12.6. The Respondent must perform all duties required of him by the Group as agreed with his line manager as part of his performance of the contract (clause 4.4);
  - 12.7. Whilst employed by the Applicant the Respondent must use his best efforts to promote and protect the interests of the Applicant and observe the utmost good faith towards the Applicant (clause 5.3);
  - 12.8. During the Respondent's employment with the Applicant or thereafter the Applicant may not in any communications with the Press or Other media or any customer, client or supplier of the Applicant, or any of the Company (sic) affiliates, criticize, ridicule or make any other statement which disparages or is derogatory to the Company, its affiliates or management (clause 13.2); and
13. The respondent provided management services to the Group and its companies. He was part of a management team which did so. It is convenient for the functional operation of the group to house employees in one company as their primary employer, but for them to render services to other companies in the group. The contract of employment recognizes this and provides that the obligations incurred by employees such as the respondent are owed not only to the primary employer, but to the other companies within the group who are associated or affiliated together.

*h ds*

14. Over the last 6 months there have been various disputes between the Applicant and the Respondent arising out of the Agreement. I am advised that none of these disputes are relevant to this application.
15. The Group consists of the following companies registered in multiple jurisdictions which fall under the common management of the Management Team. Relief is sought against the Respondent in respect of disparaging or criticizing any of the companies listed here:
  - 15.1. East Africa Supply and Trading (Pty) Limited ( 2016/512060/07), registered in the Republic of South Africa (“RSA”);
  - 15.2. Suzako Investments (Pty) Limited (2018/430430/07) registered in RSA;
  - 15.3. African Connection Logistics SA (Pty) Limited (2016/491101/07) registered in RSA;
  - 15.4. ACL Bulk Packaging Solutions (Pty) Limited (2018/568728/07) registered in the RSA;
  - 15.5. ACL Transport Solutions (Pty) Limited (2018/430245/07), registered in RSA;
  - 15.6. Redfox Management (Pty) Limited (2018/381714/07), registered in RSA;
  - 15.7. SOTIC South Africa (Pty) Limited (2019/379005/07), registered in RSA;
  - 15.8. Balesite Investments PVT Limited (2812/2018), registered in Zimbabwe;

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- 15.9. Billheights Investments PVT Limited (2685/2018), registered in Zimbabwe;
  - 15.10. Bionest Investments PVT Limited (1199/2018), registered in Zimbabwe;
  - 15.11. Landela Investments PVT Ltd (3335/2019), registered in Zimbabwe;
  - 15.12. Landela Mining Ventures PVT Limited (9807/2018), registered in Zimbabwe;
  - 15.13. Landela Energy PVT Limited (3336/2019), registered in Zimbabwe;
  - 15.14. Landela Infrastructure PVT Limited (3334/2019), registered in Zimbabwe;
  - 15.15. Caladrius Investments Limited C161803, registered in Mauritius;
  - 15.16. Sotic International Limited (C135746), registered in Mauritius.
16. From that the Affiliates in the Group it is relevant to what follows to point out that :
- 16.1. The Applicant and ACL SA (Pty) Limited (registration number 2016/491101/07) ("ACL") are associated and affiliated to each other and therefore form part of the Group; and
  - 16.2. The Applicant and ACL have been involved in a number of joint ventures including the proposed purchase by ACL of the equity in WTT (Pty) Limited and ACL providing management services to the Applicant;

*Q* *DB*

- 16.3. Jozef Clifford Behr (“Jozef”), Christian Alexander Weber (“Christian”), John Finlayson (“John”) and Ronelle Sinclair (“Ronelle”) (“the Management Team”) are part of the management of the Group, including the Applicant;
- 16.4. ACL and the members of the management team constitute part of the parties protected by the provisions of clause 13.2 of the respondent’s employment agreement.

**Reasons for this Application**

17. This application has been launched due to the Respondent’s material breach of clause 13.2 of the Agreement.
18. I submit that the Respondent’s following conduct (“the Conduct”), whether considered independently or cumulatively as a part of an overall plan, amounts to such a breach in that the Conduct seeks to criticize, ridicule or make any other statement which disparages or is derogatory to the Applicant, its Affiliates or the Management Team:
- 18.1. On 1 July 2020 and at approximately 16H20, the Respondent sent me the following train of messages *via* “WhatsApp”:
- 18.1.1. *“Hi David, I am in “collapsing the tent” frame of mind.”;*  
and
- 18.1.2. *“It does not matter what happens, but Jozef, Ronelle and John Finlayson are going down.”*
- 18.2. Attached marked annexure “FA4” is a screen shot of those messages.

*CB* *DB*

- 18.3. On 8 July 2020 posted on ACL's Facebook page the following:  
*"Zero integrity. Purely funds the lifestyle of owners and their friends. Very questionable business practices."*
- 18.4. Attached marked annexure "FA5" is a screen shot of that message.
- 18.5. On 8 July 2020 posted on ACL's Facebook page the following:  
*"Zero knowledge and/or data; just a game a (sic) transfer pricing and fraud"*
- 18.6. Attached marked annexure "FA6" is a screen shot of that message.
- 18.7. On 8 July 2020 at 19H25 the Respondent sent Shaan Kundomal, one of the Applicant's suppliers, and me an email the contents of which read:  
*"Please can you confirm who the directors of Sotic and Pfimbi are? Attached is the last I saw and which is problematic for me.  
  
Please understand that I am in the process of reporting every single entity that Ronelle, Jozef, Christian and John Finlayson have shareholding and/or directorships to SARS, SARB and the CIPC."*
- 18.8. Attached marked annexure "FA7" is a copy of that email.
- 18.9. On 8 July 2020 at 20H22 the Respondent sent Shaan Kundomal me an email the contents of which read:  
*"Not threatening David."*

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*I would like also to see all the money's (sic) in whatever form have been paid to the bank accounts of the below individuals, their spouses, family members, etc, whether it is a natural person, trust or company. I would also like to see all loan account balances.*

1. *Jozef Behr and spouse*
2. *Christian Weber and spouse*
3. *John Finlayson and spouse*
4. *Ronelle Sinclair and spouse.*

*Concerned companies include, but is (sic) not limited to:*

1. *Trek group of companies*
2. *ACL group of companies*
3. *Redfox management*
4. *Suzako*
5. *Calladrius*

*Attached also resignation letters for all of the boards that I sit on and which I am aware of. Happy to type something up for those that I missed."*

- 18.10. Attached marked annexure "FA8" is a copy of that email.
20. I submit that there is a real prospect that in the future the Respondent will continue with similar Conduct as part of his overall plan to "collapse the tent.

*Q* *DB*

**Reasons for this Application being brought as a matter of urgency**

21. Based on the Conduct, I hold a real concern that if the Respondent were to be given longer notice of this application he would use that as an opportunity to cause further damage to the reputations of the Applicant, its Affiliates and Management Team.
22. He has threatened to “collapse the tent” in respect of the applicant and its affiliates. This I understand to mean cause the maximum harm and destruction to the whole group of companies and the people who work there. The motives of the respondent are undoubtedly mala fide and aim to cause the maximum prejudice to the applicant, the Group and its affiliates. I verily believe that given longer notice, the applicant will not hesitate to take immediate steps to publish critical derogatory information about the company to do as much harm as possible before any hearing.
23. If I am wrong about this, I submit that the Respondent suffers no prejudice as he can, on the return day, or earlier have the order discharged.
24. I point out that the respondent has freely agreed to a restriction on any right to criticize and make disparaging comments about the company and its affiliates. We seek only to enforce what he has agreed to.
25. Conversely, if the Respondent is allowed to continue with the Conduct, the potential damage to the Applicant, the Group and the Management Team could be significant and therefore greatly prejudicial. The publication of disparaging information from a senior employee is likely to be newsworthy and given considerable attention by the public and those reading the respondent’s statements. This will cause damage to the

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reputation of the affiliates and the applicant. Loss of confidence in the applicant or Group at such a difficult time such as the present may have grave consequences. Calculating the harm in monetary terms will be extremely difficult, if not impossible.

26. I submit that based on the Conduct, the incontrovertible conclusion is that the Applicant has embarked on a coordinated attack on the reputation of the Affiliates and intends to continue to do so with the sole aim of destroying them and their ability to conduct business, or a least inflicting considerable harm.
27. I confirm that when I found the online posts on 8 July 2020, I immediately instructed the Applicant's attorneys of record for advice. Consultations were arranged with the relevant members of the Management Team in order to brief the Applicant's attorneys and counsel. Drafting of the applicant commenced immediately thereafter and continued over the weekend.

DB

**WHEREFORE** the Applicant prays for an order in terms of the Notice of Motion to which this affidavit is annexed.



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**DAVID BROWN**

I certify that the above affidavit was signed and sworn to before me at Johannesburg on this the 13<sup>th</sup> day of JULY 2020 by the deponent after he declared that he knew and understood the contents of this affidavit, that he had no objection in taking the prescribed oath which he regarded as binding on his conscience, and after he uttered the words: *"I swear that the contents of this affidavit are true, so help me God"*.



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**COMMISSIONER OF OATHS**

**Chirag Lakhani CA (SA)**  
**Commissioner of Oaths**  
**3 Ravensberg Avenue**  
**Newlands, 7700**  
**South Africa**  
**Tel: +27 832 996 567**

Takutata (Pty) Ltd  
(Incorporated in the Republic of South Africa)  
(Registration number 2016/036427/07)  
(the 'Corporation')

NOTICE OF AND RECORD OF WRITTEN RESOLUTIONS OF THE DIRECTORS OF THE CORPORATION SUBMITTED IN TERMS OF SECTION 74 THE COMPANIES ACT, No. 71 of 2008 (AS AMENDED) ("THE ACT")

1 WRITTEN RESOLUTIONS

These resolutions have been submitted to and notice of the matters to be decided herein has been given to the board of directors of the Corporation ("Board") in terms of section 74 of the Act

2 INTRODUCTION

2.1 Issues have arisen between the Corporation and a senior employee Christopher Fourie ("Fourie")

2.2 The Corporation has instructed Andrew Bagg & Associates ("the Attorneys") to represent the Corporation in terms of a written mandate ("the Mandate")

2.3 The attorneys have advised the Corporation to launch an urgent application for an interdict in the High Court and to suspend Fourie in terms of the relevant legislation ("the Proceedings").

3 PERSONAL FINANCIAL INTERESTS

None of the directors have a personal interest in the resolutions proposed in this document

4 RESOLUTIONS

4.1 RESOLVED THAT as all directors are present at the meeting, the directors agree in terms of section 74 of the Act to waive the minimum required notice of the meeting at which the resolutions are considered

4.2 RESOLVED THAT the Corporation enter into the Mandate with the Attorneys and to institute the Proceedings

4.3 RESOLVED THAT these resolutions may be signed in counterparts which when read together form the same document

4.4 RESOLVED THAT David Brown ("Authorised Signatory") be and is hereby authorised to –

4.4.1 Sign the Mandate and all affidavits and other letters and documents in relation to the Proceedings,

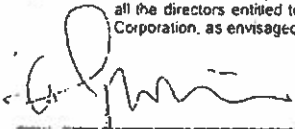
4.4.2 do all things and sign all such documents and agreements (including secretarial forms) as may be reasonable or necessary to give effect to the resolutions referred to above, and to the extent that the Authorised Signatory has already done anything which may be reasonable or necessary for the implementation of any of the resolutions referred to above on behalf of the Corporation, and his/her actions and any previous act of the Corporation in this regard be and are hereby ratified


5 Notice and Written Consent

By his signature below –

5.1 each of the directors confirms that he has received due and proper notice of the matters to be decided in terms hereof as contemplated in section 74(1) of the Act; and

5.2 each of the directors provides his written consent in respect of the resolutions contained herein, such that the written consent of all the directors entitled to vote on the resolutions shall adopt the resolutions as if voted on at a meeting of the Board of the Corporation, as envisaged in section 74 of the Act

  
K Tagwirei

  
D Brown

AB 

STRICTLY PRIVATE AND CONFIDENTIAL  
STANDARD EMPLOYMENT TERMS AND CONDITIONS

Entered into between:

1. EMPLOYER

TAKUTATA PROPRIETARY LIMITED  
2016/036427/07  
106 – 108 4TH STREET  
PARKMORF  
2196  
South Africa

(herein after also referred to as the "Company")

2. EMPLOYEE

Name: Christopher Fourie  
ID No: 780915 5094 086  
Mobile: +27 83 651 3353  
33 Springwood, Tempest road  
Morningside  
2057  
South Africa

(herein after also referred to as the "Employee")

3. THE GROUP

The Group ("Group") means the Company and also Sakunda Holdings Private Limited or any of its associated companies

4. GROUP EXECUTIVE: INVESTMENT AND BUSINESS DEVELOPMENT

- 4.1. You are employed as Group Executive: Investment and Business Development of the Company and your continuous employment with the Company starts on the 1<sup>st</sup> June 2018.
- 4.2. The employee, by nature of his responsibilities, has agreed to be seconded within the Group from time to time

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4.3. Your employment with the Company shall be subject to a 3 month probationary period.

4.4. You will perform all duties required of you by the Group as agreed with your line manager as part of your performance contract.

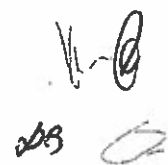
## 5. Duties

Whilst employed by the Company you must:

- 5.1. During the hours of work devote the whole of your time, attention and abilities to the business of the Company and carry out your duties with due care and attention;
- 5.2. Not, without the Company's prior written consent, be in any way directly or indirectly engaged or concerned with any other business or employment whether during or outside your working hours for the Company;
- 5.3. Use your best efforts to promote and protect the interests of the Company and observe the utmost good faith towards the Company; and
- 5.4. Comply with the Company's rules, regulations and policies from time to time in force and any rules the Company's business partners may require you to observe whilst on their premises.

Key responsibilities include but are not limited to:

- 5.5. Identify, refine and manage the Group's long-term strategy and vision including plans for diversification and expansion;
- 5.6. Support the overall process of management and corporate decision-making to ensure the organisation maximises its short-, medium- and long-term profitability and shareholder return objectives;
- 5.7. Sourcing, assessing, managing and implementing new business opportunities including those related to:
  - 5.7.1. Mergers and acquisitions;
  - 5.7.2. Capital structuring and allocation;
  - 5.7.3. Divestments;
  - 5.7.4. Strategic partnerships; and
  - 5.7.5. Capital expenditure and investment.


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- 5.8. Preparing and assessing financial and valuation analyses;
- 5.9. Defining and negotiating transactions
- 5.10. Ensuring timely drafting, review and modification of legal agreement as well as directing the development of materials to allow for consistency and efficiency in deal execution;
- 5.11. Providing financial, analytical and project management support to due diligence teams;
- 5.12. Raising of finance for transactions;
- 5.13. Interfacing with Executives, the Board, as well as various other internal and external stakeholders, including the ability to present deal rationale and structure, and the corporate strategy;
- 5.14. Manage all aspects of M&A transactions including all due diligence, legal, debt/capital raising, deal structuring and valuation work streams;
- 5.15. Provide objective, focused and practical advice/solutions on all acquisitions, divestments and joint ventures;
- 5.16. Prepare and/or coordinate all investment proposals and presentations for submission to the Executive Directors and Board;
- 5.17. Manage and scope work of external advisors; and
- 5.18. Provide analytical support to capital structure decision making, as well as implementation and execution thereof.

## 6. REMUNERATION

- 6.1. Your gross annual salary is ZAR2'400'000 and will be subject to review annually as part of your performance assessment. This salary will be paid to you net of all taxes and national insurance contributions, where these apply, and paid to you in equal monthly installments on the 26th day of each consecutive month into your nominated bank account.
- 6.2. Your salary will be reviewed annually, and any increases will be communicated to you in writing, however this does not bind the Company to salary increases in future years.
- 6.3. For the purposes of this employment contract you agree that the Company may withhold from your salary any sums due from you to the Company including, without

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limitation, your pension contributions (if any) and any overpayments, loans or advances made to you by the Company.

6.4. In addition to your base salary you are entitled to a discretionary performance related bonus.

6.5. Accommodation, meals and transport will be supplied to the employee when in Zimbabwe. Alternatively, the Employee may pay for these expenses and in which case he may claim the amounts back from the Group.

6.6. Flights to and from South Africa will be provided for the employee at the company's expense. Flights will be provided for the employee only, and not for spouses or other family members of the employees.

6.7 In addition, the Company will provide you with Private Health Insurance to cover all medical requirements outside of South Africa and to the extent that it is not covered by your own medical aid in South Africa. In particular, the Company will ensure private medical evacuation should it be required.

#### 7. EXPENSES

The Company shall reimburse to you (against receipts or other appropriate evidence as the Company may require) the amount of all out of pocket expenses reasonably and properly incurred by you in the proper performance of your duties.

#### 8. NORMAL WORKING HOURS

8.1. Your normal working hours will be from 9.00am to 6.00pm from Monday to Friday inclusive of one-hour break for lunch each day.

8.2. You may from time to time be required to work additional hours in order to properly perform your duties and / or allow the Company to meet its obligations to its clients. You will not be entitled to additional remuneration for hours worked in excess of your normal working hours.

#### 9. PLACE OF WORK

9.1. Your normal place of work will be at the Company's office in the Republic of South Africa

9.2. You may be required to work at any of the Group's premises or at the premises of its customers, clients, suppliers and associates worldwide from time to time.

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#### 10. NORMAL RETIREMENT AGE

The Company's normal retirement age when your contract of employment will be automatically terminated is 65 years of age for both men and women.

#### 11. HOLIDAYS AND HOLIDAY PAY

- 11.1. You are entitled, in addition to Public Holidays, a minimum of 22 days paid vacation leave in each full employment year.
- 11.2. If your employment begins or ends part way through the holiday year your holiday entitlement for that year will be calculated on a "pro rata" basis.
- 11.3. On termination of your employment contract you will be entitled to "pay in lieu" of any holidays accrued but which you have not taken at that time.
- 11.4. Holidays must be taken at times agreed by the Company, and sufficient notice of a request to take holiday must be given to your line manager.
- 11.5. Unless agreed with your line manager, you are only allowed to carry over a maximum of 3 days from one financial year to the next

#### 12. SICKNESS OR OTHER ABSENCE

- 12.1. If you are absent from work for any reason and your absence has not been previously authorized by the Company, you must inform your line manager as soon as possible.
- 12.2. In respect of absence due to sickness, injury or accident that continues for more than seven consecutive days (including weekends) you must provide the Company with a medical certificate stating the reason for the absence. Thereafter medical certificates must be provided to the Company covering the remaining period of absence / expected absence. Failure to follow these procedures may result in disciplinary action, in accordance with provisions of the Labor Code.
- 12.3. If you are absent from work due to sickness, injury or accident and comply with the terms of this clause 12 you will be paid:
  - 12.3.1. Statutory sick pay in line with the laws of jurisdiction which govern this agreement
  - 12.3.2. Company sick pay in accordance with the Company's sick pay policy in force from time to time.

OS 



12.4. The Company reserves the right to require you to undergo a medical examination conducted by a doctor nominated by the Company, at the Company's expense.

### 13. CONFIDENTIALITY

13.1. You must not (except in the proper performance of your duties) while employed by the Company or at any time (without limit) after the date on which your employment with the Company terminates:-

13.1.1. Divulge or communicate to any person;

13.1.2. Use for your own purposes or any purposes other than those of the Company or, as appropriate, any of its clients; or

13.1.3. Through any failure to exercise due care and diligence, cause any unauthorized disclosure of:-

Any trade secrets or confidential information relating to the Company or any Group Company or any of its clients, suppliers, distributors or partners. You must at all times use your best endeavours to prevent publication or disclosure of trade secrets or confidential information. These restrictions shall cease to apply to any information which shall become available to the public generally otherwise than through the default by you.

13.2. During your employment with the Company or thereafter you may not in any communications with the Press or Other media or any customer, client or supplier of the Company, or any of the Company affiliates, criticize, ridicule or make any other statement which disparages or is derogatory of the Company, its affiliates or management.

### 14. DATA PROTECTION

By signing this statement you acknowledge and agree that the Company and any group company is permitted to hold and possess personal (and sensitive) information and data about you as part of its personnel and other business records and may use such information in the course of the Company's business.

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## 15. EVENTS UPON TERMINATION

### Obligations upon termination:

15.1. Immediately upon termination of your employment howsoever arising or immediately at the request of your line manager at any time after the Company or you have served notice of termination of employment, you shall:

15.1.1. Deliver to the Company all Works and materials and property including credit or charge cards, mobile telephone, computer equipment, disks and software, passwords, encryption keys and the like, keys, security pass, letters, stationary, documents, files, films, records, reports, plans and papers (in whatever format including electronic), and all copies thereof used in or relating to the business of the Company or the Group which are in your possession or under your control;


15.1.2. Resign (without claim for compensation) as a manager and from all other offices held by you in the Company or any Group Company or otherwise by virtue of your employment with the Company.

## 16. RESTRICTIONS

16.1. In the course of your employment you will be exposed to confidential information and acquire proprietary knowledge relating to the Company's and Group Companies current and planned future operational activities. You will not during the period of employment with the Company and for a period of three months after the termination of your employment, either directly or indirectly through any other person, firm or other organisation:

16.1.1. solicit, entice or induce any person, firm or other organisation which at any time during the last year of employment with the Company was a supplier of the Company or Group Company (and with whom you were actively involved during that time) to reduce the level of business between the supplier and the Company or the Group Company and you will not approach any supplier for that purpose or authorize or approve the taking of such action by any other person;

16.1.2. solicit business which is of the same or similar nature as the business with which you were involved at any time during the last year of your employment with the Company (such business referred to as the "Business") from any person, firm or other organisation which at any time during the last year of your employment with the Company was a customer or client of the Company or Group Company (and with whom you were actively involved at the time) and you will not approach any



client or customer for that purpose or authorize or approve the taking of such action by any other person. For the purposes of this restriction, the expression customer or client shall include all persons from whom the Company or a Group Company has received an inquiry for goods or services where such enquiries have not been concluded;

16.1.3. Employ or engage or otherwise solicit, entice or induce any employee of the Company or Group Company to become employed or engaged by you or any other person, firm or organisation and you will not approach any such employee for such purpose or authorize or approve the taking of such actions by any other person; and

16.1.4. Be employed or engaged or otherwise interested in a business which is the same as or similar to the Business so as to compete.

16.2. The restrictions in clause 16.1 will not apply if:

16.2.1. You have received prior consent by the Company; or

16.2.2. You will not be in competition with the Business in carrying out those activities.

16.3. The restrictions in this clause 16 are separate and severable restrictions and are considered by the parties to be reasonable in all the circumstances. It is agreed that if any such restrictions by themselves, or taken together, shall be adjudged to go beyond what is reasonable in all the circumstances for the Protection of the legitimate interests of the Company, but would be adjudged reasonable if part or parts of the wording were to be deleted, the relevant restriction or restrictions shall apply with such deletion(s) as may be necessary to make it or them valid.

#### 17. COMPANY AND CLIENT PROPERTY

All equipment (including computer equipment), notes, memoranda, records, lists of customers, suppliers and employees, correspondence, computer and other disks or tapes, data listings, codes, keys and passwords, designs, drawings and other documents or material whatsoever (whether made or created by you or otherwise in whatever medium or format) relating to the business of the Company or Group Company or any of its or their clients (and any copies of the same) shall:

- Be and remain the property of the Company or the Client; and
- Be handed over by you to the Company on demand and in any event on the termination of your employment

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#### 18. GRIEVANCE AND DISCIPLINARY MATTERS

18.1. If you have any grievance relating to your employment it will be resolved in accordance with the Company's grievance policy as defined by the shareholders and directors of the Company.

18.2. The disciplinary rules applicable to you will be communicated to you in writing by your line manager on the date your employment commences.

#### 19. COLLECTIVE AGREEMENTS

There are no collective agreements applicable to you or which affect the terms of your employment.

#### 20. CHANGES TO TERMS OF EMPLOYMENT

20.1. The Company reserves the right to make changes to any of your terms and conditions of employment.

20.2. You will be given not less than one month's written notice of any significant changes that may be given by way of an individual notice. Such changes will be deemed to be accepted unless you notify the Company of any objection in writing prior to the expiry of the notice period.

#### 21. PREVIOUS CONTRACTS

The contractual terms in this Statement shall be in substitution for all or any existing contracts of employment entered into between you and the Company which cease to have effect on the date upon which you commence work under this statement.

#### 22. WORK PERMITS & VISA'S

The Company will apply for your Work Permit to the extent that one may be required.

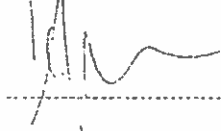
#### 23. NOTICE PERIODS

The Company will pay you 3 month's salary notice should your employment be terminated. The Employee will also have a notice period of 3 months. During your notice period you will remain an employee of the Company.

1/2/06  
003

24. GOVERNING LAW AND JURISDICTION

This Statement is governed by and is to be construed in accordance with the Employment laws of South Africa. Any disputes are subject to the exclusive jurisdiction of the Employment Courts of South Africa.



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Mr. Kuda Tegwirei  
Chief Executive Officer  
Sakunda Holdings  
7 June 2018



Mr. Christopher Fourie  
7 June 2018



Message

Add contact

they calling me as per your whatsapp?

13:40 ✓

Not sure. Piet asked about payment.  
Told him I unfortunately have not had any  
sight of funds and/or swift and that it  
would be better for him to speak to you.

13:44

Told him about my demotion and that  
there is not much I can do.

13:45

TODAY

1/7/2020 "FA4"

Hi David. I am in "collapsing the tent"  
frame of mind.

16:20

It does not matter what happens, but  
Jozef, Ronelle and John Finlayson are  
going down.

16:41

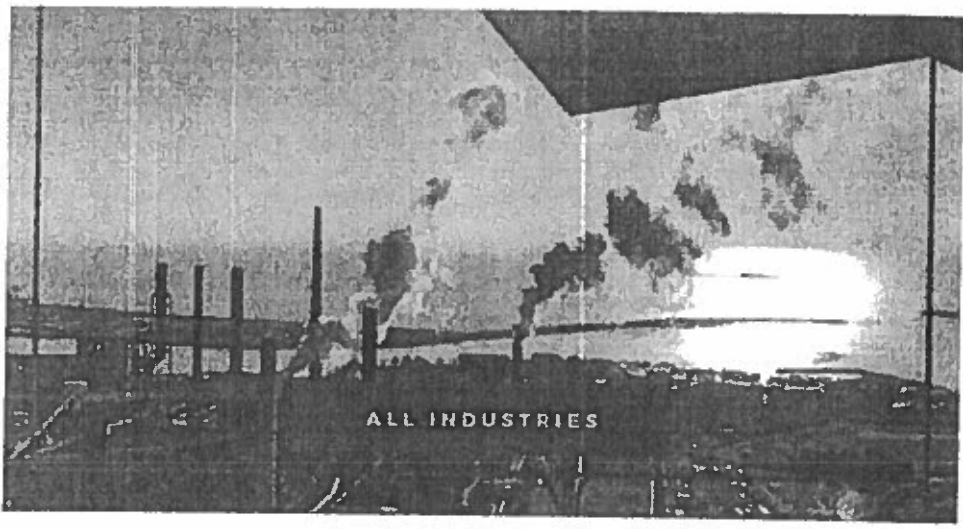
I want the recordings of Karlien's  
meetings and I want to know which  
director(s) said she "has a proven history  
of doing certain things" and/or that she

os Q

8/7/2016

"FAS"

Whether you are transporting goods for mining, agriculture, or manufacturing, African Connection Logistics offers the packaging solutions you need. We'll work with you to identify the right packaging so that your goods arrive safely. [acl-sa.com](http://acl-sa.com)



Like

Comment

Share

1

3 shares

Most relevant

**Christopher Fourie**  
Zero integrity. Purely funds the lifestyle of owners and their friends. Very questionable business practices.

Just now Like Reply Message

Reply as African Connection Logistics

AS @

knowledge to determine the quickest way to get your goods from Point A to Point B. Whether it is taking a different route to avoid bad weather or combining the use of rail and road to move your goods more efficiently, we'll get your goods there: [acl-sa.com](http://acl-sa.com)

"FA6"



 Like

 Comment

 Share

 1

4 shares

Most relevant ▾

**Christopher Fourie**



Zero knowledge and/or data; just a game a transfer pricing and fraud

Just now Like Reply Message



Comment as African Connec... 



AS  
L



From: Christopher Fourie <[Christopher@soticinternational.com](mailto:Christopher@soticinternational.com)>

Sent: Wednesday, 08 July 2020 19:25

To: David Brown <[david.brown@soticinternational.com](mailto:david.brown@soticinternational.com)>; Shaan Kundomal <[skundomal@chl.group](mailto:skundomal@chl.group)>

Subject: Sotic and Pfimbi directors

"FA7"

David/Shaan

Please can you confirm who the directors of Sotic and Pfimbi are? Attached is the last I saw and which is problematic for me.

Please understand that I am in the process of reporting every single entity that Ronelle, Jozef, Christian and John Finlayson have shareholding and/or directorships to SARS, SARB and the CIPC.

Kind regards  
Christopher

DB @

# SOTIC INTERNATIONAL LTD

C/o Capital Horizons Ltd, 9<sup>th</sup> Floor Maeva Tower, Cnr Silicon Avenue & Bank Street, Ebene Cybercity, 72201 Mauritius

"FA7.1"

## Current Directors of SOTIC INTERNATIONAL LTD

Name of Directors	Current Residential Address
Shaan KUNDOMAL	No. 59, Queen Mary Ave, Floreal, Mauritius
Mamade Fazroola BARAHIM	11 Queen Alexandra Street, Beau Bassin, Mauritius
Ronelle SINCLAIR	8 Riverside Road, Newlands, South Africa.
Jozef Clifford BEHR	PO BOX 2747, RANDBURG 2125, South Africa.
Sameer Kamal Ibrahim ALANSARI	Villa 11, Al Thanyah Street, Dubai, PO Box 24867
David Hugh BROWN	344 Waler Road, Beaulieu, Midrand, Gauteng, 1684
Simbarashe CHINYEMBA	49B Hornead Street, London, United Kingdom, W9 3NQ

DB

"FA7.2"

## PFIMBI LTD

C/O Capricorn Ltd 9<sup>th</sup> Floor Mantra Tower, Cnr Silicon Avenue & Bank Street, Ebene Cybercity 7220, Mauritius

### Current Directors of PFIMBI LTD

Name of Director	Current Residential Address	Date of Appointment
Ronette SINCLAIR	8 Riverside Road, Newlands, South Africa	22.10.2019
Christian Alexander WEBER	105A Curzon Road, Bryanston 2021, South Africa	22.10.2019
Jozef Clifford BEHR	PO Box 2747, Randburg, South Africa	22.10.2019
Shaan KUNDOMAL	No. 59 Queen Mary Avenue, Floreal	22.10.2019
Mamada Fazoola BARAKIM	11, Queen Alexandra, Beau-Bassin	22.10.2019

DS @

From: Christopher Bourie <[christopher@soticinternational.com](mailto:christopher@soticinternational.com)>  
Sent: Wednesday, 08 July 2020 20:22  
To: David Brown <[david.brown@soticinternational.com](mailto:david.brown@soticinternational.com)>  
Cc: Shaan Kundomal <[skundomal@chl.group](mailto:skundomal@chl.group)>  
Subject: Re: Sotic and Pfimbi directors

"FAS.1"

Not threatening, David.

I would also like to see all money's in whatever form have been paid to the bank accounts of the below individuals, their spouses, family members, etc, whether it is a natural person, trust or company. I would also like to see all loan account balances.

1. Jozef Behr and spouse
2. Christiaan Weber and spouse
3. John Finlayson and spouse
4. Ronelle Sinclair and spouse

Concerned companies include, but is not limited to:

1. Trek group of companies
2. ACL group of companies
3. Redfox management
4. Suzako
5. Calladrius

Attached also resignation letters for all of the boards that I sit on and which I am aware of. Happy to type something up for those that I missed.

Kind regards  
Christopher

AB Q

"FA8.3"

On 08 Jul 2020, at 19:52, David Brown <[david.brown@soticinternational.com](mailto:david.brown@soticinternational.com)> wrote:

Dear Chris

Thank you your mail, it is certainly not appropriate action and ask that you desist from such actions.

Regards

David

PS Jozef and Ronelle are not directors of SOTIC International and so not appropriate to threaten the company or fellow employees.

From: Christopher Fourie <[Christopher@soticinternational.com](mailto:Christopher@soticinternational.com)>

Sent: Wednesday, 08 July 2020 19:25

To: David Brown <[david.brown@soticinternational.com](mailto:david.brown@soticinternational.com)>; Shaan Kundomal <[skundomal@chl.group](mailto:skundomal@chl.group)>

Subject: Sotic and Pfimbi directors

David/Shaan

Please can you confirm who the directors of Sotic and Pfimbi are? Attached is the last I saw and which is problematic for me.

Please understand that I am in the process of reporting every single entity that Ronelle, Jozef, Christian and John Finlayson have shareholding and/or directorships to SARS, SARB and the CIPC.

Kind regards  
Christopher

DBG

"FA8.3"

The Board of Directors  
TAKUTATA

8 July 2020

Dear Board Members,

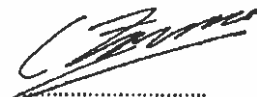
Re: RESIGNATION AS DIRECTOR OF TAKUTATA (THE COMPANY)

I hereby submit my resignation as director of the Company with immediate effect.

I confirm that I do not have any outstanding claims and liabilities of whatsoever nature against the Company.

The Company also indemnifies me of any claims and liabilities of whatsoever nature. For the avoidance of doubt, this includes but is not limited to legal and tax liabilities that may become due in my personal capacity.

Yours faithfully,



.....  
Christopher Fourie

.....  
Chairman of the Board

DS

The Board of Directors  
Great Dyke Investments

"FAG.4"

8 July 2020

Dear Board Members,

Re: RESIGNATION AS DIRECTOR OF GREAT DYKE INVESTMENTS (THE COMPANY)

I hereby submit my resignation as director of the Company with immediate effect.

I confirm that I do not have any outstanding claims and liabilities of whatsoever nature against the Company.

The Company also indemnifies me of any claims and liabilities of whatsoever nature. For the avoidance of doubt, this includes but is not limited to legal and tax liabilities that may become due in my personal capacity.

Yours faithfully,

  
.....  
Christopher Fourie

.....  
Chairman of the Board

NSC

"FAB 8.5"

The Board of Directors  
Freda Rebecca Gold Mine

8 July 2020

Dear Board Members,

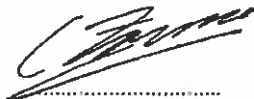
Re: RESIGNATION AS DIRECTOR OF FREDA REBECCA GOLD MINE (THE COMPANY)

I hereby submit my resignation as director of the Company with immediate effect.

I confirm that I do not have any outstanding claims and liabilities of whatsoever nature against the Company.

The Company also indemnifies me of any claims and liabilities of whatsoever nature. For the avoidance of doubt, this includes but is not limited to legal and tax liabilities that may become due in my personal capacity.

Yours faithfully,



.....  
Christopher Fourie

.....  
Chairman of the Board

DS [initials]



"E18.6"

The Board of Directors  
BNC

8 July 2020

Dear Board Members,

Re: RESIGNATION AS DIRECTOR OF BINDURA NICKEL (THE COMPANY)

I hereby submit my resignation as director of the Company with immediate effect.

I confirm that I do not have any outstanding claims and liabilities of whatsoever nature against the Company.

The Company also indemnifies me of any claims and liabilities of whatsoever nature. For the avoidance of doubt, this includes but is not limited to legal and tax liabilities that may become due in my personal capacity.

Yours faithfully,

  
.....  
Christopher Fourie

.....  
Chairman of the Board

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