

COURT ONLINE COVER PAGE

IN THE HIGH COURT OF SOUTH AFRICA
Gauteng Division, Pretoria

CASE NO: 2025-247443

In the matter between:

PROETHICS (PTY) LTD

Plaintiff / Applicant / Appellant

and

GROUNDUP,RAYMOND JOSEPH

Defendant / Respondent

Notice of Motion (Long Form)

NOTE: This document was filed electronically by the Registrar on 17/12/2025 at 2:51:07 PM South African Standard Time (SAST). The time and date the document was filed by the party is presented on the header of each page of this document.



ELECTRONICALLY SIGNED BY:

Registrar of High Court of South Africa , Gauteng Division, Pretoria

**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA**

Case no: _____

In the matter between:

PROETHICS (PTY) LTD

Applicant

and

GROUNDUP

First Respondent

and

RAYMOND JOSEPH

Second Respondent



NOTICE OF MOTION – URGENT APPLICATION

TAKE NOTICE that the Applicant applies to this Honourable Court on an urgent basis in terms of Rule 6(12) , on **20 JANUARY 2026 at 10:00** or so soon as Counsel can be heard for an order in the following terms:

1. That the non-compliance with the forms, service requirements and time periods prescribed in the Uniform Rules of Court be condoned, and that this application be heard as one of urgency in terms of Rule 6(12).
2. That the First and Second Respondents are interdicted and restrained from publishing, disseminating, uploading, releasing, or otherwise making public any form of article, report, story, commentary, or statement concerning the Applicant relating to:
 - 2.1 the TSU investigation and findings;

- 2.2 allegations of irregular management fees or unauthorised payments;
- 2.3 any purported recovery proceedings by the NLC against the Applicant;
- 2.4 any purported involvement of the Applicant in procurement irregularities or SIU-mandated investigations; and
- 2.5 any assertions or allegations contained in the written questions sent to the Applicant by the Second Respondent on 15 December 2025.

3. The first and second respondents are directed to pay the Costs of the application on an attorney and client scale;

4. Further and alternative relief.



FURTHER TAKE NOTICE that the Founding Affidavit of **Dr Janette Minnar** shall be used in support of this application.

FURTHER TAKE NOTICE that the Applicant has appointed **DYASON INCORPORATED** at the address set out hereunder, at which it will accept Notice and serve of all process in these proceedings.

FURTHER TAKE NOTICE that if you intend to oppose this application, you are required to:

- a. Notify the Applicant's attorneys in writing of their intention to oppose, by email at gous@dyason.co.za, by no later than 12h00 on Wednesday, 19 December 2025, and in such notice to appoint an address as contemplated in Uniform Rule 6(5)(b) at which they will accept service of all documents in these proceedings.
- b. Deliver any answering affidavit, if so advised, by no later than 18h00 on Wednesday, 06 January 2026.

c. The Applicant shall be entitled, if necessary, to deliver a replying affidavit by no later than 12 January 2026, and to seek that the matter be heard on even date.

DATED AT PRETORIA ON THIS THE 17 DECEMBER 2025.


**DYASON INCORPORATED
ATTORNEYS FOR APPLICANTS**
 WALKER CREEK OFFICE PARK
 BUILDING 3, 2ND FLOOR
 90 FLORENCE RIBEIRO AVE
 NIEUW MUCKLENEUK
 PRETORIA
 TEL: 012 – 452 3500
EMAIL: gous@dyason.co.za
REF: WD GOUS/KL/M96188



To: **THE REGISTRAR OF THE HIGH COURT,
GAUTENG DIVISION, PRETORIA**

And to: **LIONEL MURRAY SCHWORMSTEDT & LOUW
ATTORNEYS FOR THE FIRST AND SECOND RESPONDENT**
 Second Floor, General Building
 42 Burg Street
 Cape Town, 8001
 Tel: 021 - 424 8960
 Fax: 021 - 424 3592
 Mobile: - 0825654714
 Email: jflou@iafrica.com

**IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA**

Case no: _____

In the matter between:

PROETHICS (PTY) LTD

Applicant

and

GROUNDUP

First Respondent

and

RAYMOND JOSEPH

Second Respondent



FOUNDING AFFIDAVIT

I, the undersigned,

DR JANETTE MINNAAR – VAN VEIJEREN

do hereby make oath and say:

- 1.1. I am an adult female, the Chief Executive Officer ("CEO") and director of PROETHICS (PTY) LTD, with principal place of business at Walker Creek Office Park, 90 Florence Ribeiro Avenue, Nieuw Muckleneuk, 0181.
- 1.2. I am duly authorised to depose to this affidavit and to institute this application on behalf of the Applicant. A resolution authorising these proceedings will be produced at the hearing if required.
- 1.3. The facts contained herein are within my personal knowledge, alternatively have been obtained from records under my control, and are to the best of my belief true and correct, save for where the contrary is stated.

1.4. Where I make legal submissions, I do so on the advice of legal representatives, which advice I accept as correct.

2. **THE PARTIES**

2.1. The Applicant is **ProEthics (Pty) Ltd**, a private company providing ethics, governance, and compliance services to public and private institutions.

2.2. The First Respondent is **GroundUp**, an investigative journalism publication operating in South Africa.

2.3. The Second Respondent is **Mr Raymond Joseph**, a journalist employed by or associated with the First Respondent.



3. **URGENCY**

3.1. This application is brought on an urgent basis as contemplated in Rule 6(12).

3.2. On 15 December 2025, the Second Respondent addressed written questions to the Applicant, stating expressly that an article concerning ProEthics would be published on Thursday, 19 December 2025, alternatively Friday, 20 December 2025, irrespective of whether the Applicant was able to respond meaningfully. A copy of the email communication evidencing this is herein attached and marked as Annexure "FA1".

3.3. The publication is therefore imminent. If the article is published before this Court intervenes, the relief sought will be rendered academic and moot.

3.4. The Applicant has no alternative remedy capable of preventing the imminent harm:

3.4.1. the Press Council has confirmed in writing that it cannot interdict publication;

3.4.2. post-publication remedies, including complaints or damages claims, cannot reverse reputational harm once inflicted.

3.5. The urgency is not self-created. Upon receipt of the publication notice, the Applicant acted promptly, engaged with the Respondents in good faith, denied wrongdoing, explained its confidentiality constraints, and requested time to respond fully. Publication nevertheless remains imminent as the Respondents persist with publishing on 19 December 2025.

3.6. In the circumstances, the Applicant respectfully submits that this matter warrants immediate judicial intervention.



4. BACKGROUND

4.1. In June 2019, ProEthics, was lawfully appointed to a panel of corporate governance service providers for the National Lotteries Commission ("the NLC") following a competitive procurement process approved by the Bid Adjudication Committee and the Commissioner of the NLC.

4.2. ProEthics rendered services to the NLC strictly pursuant to purchase orders and written instructions issued by the NLC and in accordance with a written Service Level Agreement ("the SLA"), which imposed strict confidentiality obligations on ProEthics in respect of all non-public information relating to the NLC, its procurement processes, payments and third-party service providers. An extract of the confidentiality clause is attached marked "FA2".

4.3. During 2022 - 2023, a forensic investigation was conducted by TSU Investigation Services into certain aspects of NLC expenditure. The TSU report expressly records that it does not express legal opinions, that its observations are recommendatory, and that it makes no findings of criminal conduct against ProEthics.

4.4. In parallel, National Treasury clarified the applicable procurement framework. In correspondence dated 22 September 2022, National Treasury confirmed that where no procurement prescript is breached,

transactions cannot be characterised as irregular expenditure. Treasury further clarified that procurement from a properly constituted panel following competitive bidding is lawful. Copies of the relevant National Treasury correspondence are attached marked “FA3” and “FA4”.

4.5. On or about 18 February 2025, the First Respondent, GroundUp, published a third article concerning ProEthics’ historical engagement with the NLC. The article portrayed ProEthics as having “laundered money on behalf of the NLC and having engaged in unlawful or improper conduct in relation to payments received from the NLC.

4.6. As a result of that publication, ProEthics experienced immediate reputational harm. GroundUp subsequently admitted factual inaccuracies in the article and issued corrections. However, those corrections were published only after the harm had already materialised.

4.7. In response to the February 2025 publication, ProEthics lodged a formal complaint with the Press Council of South Africa during early March 2025, setting out the factual inaccuracies, misleading implications, and reputational harm caused by the reporting.

4.8. The complaint culminated in a ruling by the Deputy Press Ombud under reference 32161, in which the complaint was upheld in material part and GroundUp was directed to correct inaccurate and misleading statements. A copy of the Press Council ruling is attached marked “FA5”.

4.9. Notwithstanding the subsequent corrections, the damage to ProEthics’ reputation could not be undone. On 14 March 2025, the South African Reserve Bank (“the SARB”) expressly discontinued planned ethics training with ProEthics, citing negative media coverage and reputational risk. A copy of the SARB correspondence is attached marked “FA6”.

4.10. On 15 December 2025, the Second Respondent, Mr Raymond Joseph, addressed a list of fourteen written questions to the Applicant’s CEO. In that correspondence, he stated expressly that an article concerning ProEthics



would be published on 19 December 2025, alternatively 20 December 2025 even though he acknowledges the out of office receipt until January 2026.

4.11. The questions sent by the Second Respondent proceed on the premise that ProEthics:

4.11.1. received management fees to which it was not entitled;

4.11.2. is the subject of imminent civil recovery proceedings by the NLC;

4.11.3. has been implicated in procurement irregularities under investigation by the SIU; and



4.11.4. is obliged to repay substantial sums allegedly unlawfully received.

4.12. At the time the questions were sent, ProEthics' offices were formally closed for the December holiday period, as communicated via an automatic out-of-office notification effective from 8 December 2025 to 12 January 2026. A copy of the out-of-office notification is attached marked "FA7".

4.13. No undertaking not to publish was provided. The publication of the article therefore remains imminent.

4.14. The present application arises against this background of prior inaccurate reporting, demonstrable commercial harm, and a renewed threatened publication premised on disputed factual and legal assumptions, the publication of which will cause immediate and irreparable harm to ProEthics if not restrained.

5. **FALSE AND MISLEADING ASSERTIONS**

5.1. On 15 December 2025, the Second Respondent addressed a document titled "Questions relating to ProEthics and the NLC" to the Applicant's Chief Executive Officer, comprising fourteen detailed questions. A copy of the questions is attached marked "FA8".

5.2. The questions were accompanied by an express notification that an article concerning ProEthics would be published on 19 December 2025, alternatively 20 December 2025, implying that regardless of whether ProEthics was able to respond fully, the publication will continue.

5.3. The questions are not framed as neutral inquiries but rather proceed from the assumption that unlawful conduct has already occurred, and that adverse legal consequences necessarily follow.

5.4. By way of illustration, the Second Respondent asked the following:

“ 1. *Were you aware that the NLC had briefed lawyers and was about to launch civil legal action to recover funds paid to ProEthics?*

5. *Has the SIU yet contacted ProEthics in connection with their investigation into NLC procurement issues?*

6. *Will ProEthics repay this money if the NLC requests it to do so? If not, what are the reasons for refusing to repay these funds?*

7. *Was a management fee paid to ProEthics for Ethics Monitor’s assessment and, if so, how much was it and will ProEthics repay this fee to the NLC?*

8. *How much of the R28.5-million the NLC paid to ProEthics was retained for work it delivered and how much was paid to third-party suppliers of the NLC?”*

5.5. Each of these questions presupposes as established fact that:

5.5.1. the NLC has resolved to institute civil recovery proceedings against ProEthics;

5.5.2. the SIU has initiated investigative engagement with ProEthics;

5.5.3. ProEthics received funds to which it was not entitled; and

5.5.4. repayment of funds by ProEthics is legally due.



5.6. These premises are factually incorrect. At the time the questions were posed:

- 5.6.1. ProEthics had not received any correspondence from the NLC, the SIU, or any attorneys acting on behalf of the NLC;
- 5.6.2. no recovery proceedings had been instituted or communicated; and
- 5.6.3. no finding of unlawful conduct had been made by any court, tribunal, or investigative authority.



- 5.7. The questions further require ProEthics to disclose confidential contractual, financial and procurement information, including third-party payment arrangements and internal NLC processes, disclosure of which is expressly prohibited by the confidentiality provisions of the SLA. An extract of the relevant confidentiality clause is attached marked “FA9”.
- 5.8. Meaningful responses to the questions would in any event require:
 - 5.8.1. access to archived financial and contractual records;
 - 5.8.2. consultation with legal advisers;
 - 5.8.3. engagement with the NLC; and
 - 5.8.4. careful consideration of confidentiality and privilege constraints.
- 5.9. Notwithstanding the seriousness and complexity of the allegations implicit in the questions, the Second Respondent imposed an extremely compressed timeframe and indicated that publication would proceed within days.
- 5.10. In these circumstances, publication of an article based on the questions posed would inevitably present disputed allegations, legal conclusions and

speculative assumptions as fact, thereby creating a materially misleading impression of guilt and wrongdoing.

5.11. The Applicant's objection is therefore not to scrutiny or reporting, but to the presentation of untested and disputed allegations as established fact, in circumstances where the Applicant has neither been afforded a reasonable opportunity to respond nor lawfully permitted to do so.

6. CONFIDENTIALITY CONSTRAINTS AND LEGAL IMPOSSIBILITY OF FULL RESPONSE



6.1. At all material times, ProEthics' engagement with the NLC was governed by a written SLA, which imposed strict confidentiality obligations in respect of all non-public information relating to the NLC, including its procurement processes, payments, contractual arrangements, and third-party service providers.

6.2. Clause 10 of the SLA expressly prohibits ProEthics from disclosing, without prior written consent, any confidential or proprietary information obtained in the course of its engagement, both during and after the termination of the contractual relationship.

6.3. The confidentiality obligations extend to, *inter alia*:

6.3.1. the terms and implementation of purchase orders;

6.3.2. internal procurement processes of the NLC;

6.3.3. third-party service provider arrangements and payments;

6.3.4. project-specific financial allocations; and

6.3.5. internal correspondence and approvals.

6.4. The questions posed by the Second Respondent on 15 December 2025 expressly require ProEthics to disclose information falling squarely within

A handwritten signature in black ink, appearing to read 'Will' above 'John'.

the scope of these confidentiality obligations, including explanations of payments, project management fees, and third-party disbursements made on the instruction of the NLC.

6.5. Absent the prior written consent of the NLC, ProEthics is legally precluded from disclosing such information publicly, including to the media.

6.6. The confidentiality constraints are not a matter of convenience or strategy. They are binding contractual obligations, breach of which would expose ProEthics to legal liability.

6.7. The confidentiality obligations therefore materially heighten the risk that publication at this stage will present incomplete, one-sided and misleading information as established fact, causing irreparable harm to the Applicant's reputation and business.



7. PRIMA FACIE RIGHT

7.1. The Applicant enjoys a *prima facie* right to the protection of its reputation, dignity, and business interests, and not to be subjected to the publication of false or materially misleading statements of fact presented as established truth.

7.2. The Applicant's right is not asserted abstractly. It arises from the objective facts set out above, including that:

7.2.1. no adverse findings of wrongdoing have been made against the Applicant by any court, tribunal, or investigative authority;

7.2.2. no civil recovery proceedings have been instituted or communicated by the NLC;

7.2.3. the Applicant has not been contacted by the SIU; and

7.2.4. authoritative regulatory bodies, including National Treasury, have confirmed the lawfulness of panel procurement and the absence of irregular expenditure in circumstances such as those relied upon by the Respondents.

7.3. The threatened publication would nevertheless convey to the reasonable reader that the Applicant has acted unlawfully and is the subject of imminent legal and investigative action, which is factually incorrect.

7.4. The Applicant's right is therefore to prevent the publication of disputed and misleading assertions of fact pending proper adjudication.

8. **IRRAPARABLE HARM**

8.1. ProEthics operates in a sector where reputational integrity is central to its ability to trade.

8.2. The injury apprehended by the Applicant is real, imminent, and irreparable. The Second Respondent has stated unequivocally that publication will occur on 19 or 20 December 2025.

8.3. The harm is not speculative. As set out above, prior reporting by the First Respondent during February 2025 resulted in immediate reputational harm and demonstrable commercial loss, including the termination of a contract by the South African Reserve Bank in March 2025 of approximately R280,000.00.

8.4. The Applicant has therefore already experienced, and reasonably apprehends the repetition of, harm of precisely the same nature arising from similar reporting premised on disputed and misleading premises.

8.5. Once published, the harm cannot be undone. Corrections, damages or apologies issued after the fact cannot reverse the damage to reputation, trust, and commercial relationships.



8.6. ProEthics is a small enterprise. Repeated defamatory publications threaten its sustainability and the livelihoods of its employees.

9. **BALANCE OF CONVENIENCE**

9.1. The Applicant acknowledges the constitutional importance of freedom of expression and media freedom. However, those rights do not extend to the publication of false statements of fact, nor to reporting that presents disputed allegations as proven misconduct.

9.2. The relief sought is narrowly tailored because it does not seek to prevent legitimate reporting. It seeks only to restrain the publication of specific assertions pending the proper adjudication.



9.3. The balance of convenience favours the Applicant. The Respondents will suffer no prejudice by delaying publication until the accuracy of the assertions can be tested.

10. **ATTEMPTS AT ALTERNATIVE REMEDIES**

10.1. The Applicant has taken all reasonable steps to resolve this matter without recourse to litigation.

10.2. In this regard, the Applicant engaged the Press Council of South Africa, which confirmed in writing that it lacks jurisdiction and has no power to interdict or prevent publications of the threatened article. A copy of the relevant correspondence is attached marked "FA10".

10.3. Further, on 12 December 2025, the Second Respondent was notified that the Applicant's offices were officially closed for the festive holiday period and would reopen on 12 January 2026, and that the Respondent's queries could therefore not be fully and meaningfully addressed before that date.

10.4. Notwithstanding this notification, on 15 December 2025, the Second Respondent communicated that the Respondents intended to proceed with

publication of the article on 19 December 2025, regardless of the Applicant's availability or ability to respond substantively.

10.5. On 15 December 2025, the Applicant nevertheless communicated its position to the Respondents, denied any wrongdoing, confirmed that it had not been contacted by the NLC or the SIU, and requested that publication be deferred to avoid reputational harm.

10.6. No undertaking not to publish was provided.

10.7. In the circumstances, the Applicant has exhausted all reasonable alternative remedies available to it. Litigation has therefore been pursued as a measure of last resort in order to prevent imminent and irreparable harm.



11. **RELIEF SOUGHT**

11.1. In the circumstances, the Applicant seeks interim relief restraining the Respondents from publishing the threatened article pending final determination of the lawfulness of the impugned assertions.

11.2. I respectfully submit that this Court should grant the relief set out in the Notice of Motion.

11.3. Cost of suit.

11.4. Further and/or alternative relief.


DR JANETTE MINNAAR – VAN VEIJEREN

SIGNED AND SWORN TO AT Pretoria ON THIS 17th DAY OF December 2025 BEFORE ME, AND I CERTIFY THAT THE DEONENT HAS ACKNOWLEDGED THAT SHE HAS READ AND UNDERSTANDS THE CONTENTS OF THIS DECLARATION, THAT IT IS THE TRUTH, THAT SHE HAS NO 

OBJECTIONS TO TAKING THE PRESCRIBED OATH, THAT SHE CONSIDERS THE PRESCRIBED OATH TO BE BINDING ON HER CONSCIENCE AND THAT THE DEPONENT'S SIGNATURE WAS PLACED ON THIS DOCUMENT IN MY PRESENCE.

a) confirmed that she:

- i) knows and understands the contents of this affidavit;
- ii) has no reservations about making the oath;
- iii) considers the oath as binding on his conscience;

b) uttered the words "So help me God".

Elizabeth
COMMISSIONER OF OATHS

Full names: **COMMISSIONER OF OATHS (RSA)**
 Address : Elizabeth Anna Marx
 Area : Practicing Attorney
 Capacity : PW Attorneys, Walker Creek Office Park, Building 2,
 2nd Floor, 90 Florence Ribeiro Avenue,
 Muckleneuk, Pretoria





Janette Minnaar <janette@proethics.co.za>

Media enquiry janette@proethics.co.za

1 message

Raymond Joseph <rayjoe@iafrica.com>
To: Janette Minnaar <janette@proethics.co.za>

Mon, Dec 15, 2025 at 2:02 PM

Good day Ms. Minnaar. GroundUp intends to publish a story about TSU's investigations into ProEthics and its recommendations relating to your company. As you are probably aware, ProEthics was included in an amendment to the 2020 Presidential Proclamation mandating the NLC to investigate the NLC and several other entities.

The story will be published on Thursday, December 19. Please respond to the attached questions by 12 pm on Thursday, December 19, to ensure that your comments and responses can be included in the story.

Thanks, Raymond Joseph,
GroundUp



December 2025 questions for ProEthics.docx
19K



tel +27 (12) 432 1300
Info Centre: 086 00 65383
web: www.nlcsa.org.za

NATIONAL LOTTERIES COMMISSION
a member of

National Lotteries Commission (NLC)
P O Box 1556
Brooklyn Square 0083, Pretoria

NLC/2019-5

SERVICE LEVEL AGREEMENT

entered into by and between



NATIONAL LOTTERIES COMMISSION

(hereinafter referred to as "the NLC")

and

DR JANETTE MINNAAR

(hereinafter referred to as "PROETHICS")



tel: +27 (12) 432 1500
Info Centre: 086 00 65362
web: www.nlc.co.za

NATIONAL LOTTERIES COMMISSION
a member of the NLC group

National Lotteries Commission (NLC)
P O Box 1538
Brooklyn Square 0003, Pretoria

THIS SERVICE LEVEL AGREEMENT is entered into by and between

NATIONAL LOTTERIES COMMISSION a statutory body established under the Lotteries Act, No. 57 of 1997, and a Public Entity as contemplated in the Public Finance Management Act No.1 of 1999 (hereinafter referred to as "the NLC"), duly represented by –

Thabang Charlotte Mampane

In her capacity as

Commissioner

(being duly authorised thereto by the **NATIONAL LOTTERIES COMMISSION**)



And

DR JANETTE MINNAAR, a **SOLE PROPRIETOR** with identity number **670802 0146 082** trading as **PROETHICS** with her trading address being **Walker Creek Office Park Building 3, 90 Florence Ribeiro Avenue, Nieuw Muckleneuk, Pretoria** duly represented by **JANETTE MINNAAR** (hereinafter referred to as "PROETHICS")

PREAMBLE

Whereas the NLC requested and PROETHICS agreed to:

To be one of the panellists on the National Lotteries Commission's (NLC) Corporate Governance Panel for a period of three years.

And Whereas

PROETHICS accepts to render such assistance to the NLC.

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WHEREBY IT IS AGREED AS FOLLOWS:

1 INTERPRETATION AND PRELIMINARY

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears -

1.1 words importing -

- 1.1.1 any one gender includes the other gender;
- 1.1.2 the singular includes the plural and vice versa; and
- 1.1.3 natural persons include created entities (corporate or unincorporated) and the state and vice versa;

1.2 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely -

- 1.2.1 **"Agreement"** means this agreement and the annexures thereto;
- 1.2.2 **"the Act"** means the Lotteries Act 57 of 1997 as amended;
- 1.2.3 **"Business"** means the functions of the NLC as set out in terms of the Lotteries Act 57 of 1997 and anything associated with the carrying out these functions as at the Termination Date;
- 1.2.4 **"Commencement Date"** means; 13 November 2019
- 1.2.5 **"Costs"** means the respective costs as set in clause 9;
- 1.2.6 **"Contract Period"** means the period from the Commencement Date until is expired or terminated;
- 1.2.7 **"Entity"** or **"Entities"** includes any association, business, close corporation, company, concern, enterprise, firm, partnership, person, trust, undertaking, voluntary association or other similar entity whether corporate or unincorporated and whether such entity is registered with the Republic of South Africa or not;
- 1.2.8 **"PROETHICS"** means DR JANETTE MINNAAR (670802 0146 082) its cessionaries, delegates, assignees or successors in title;





1.2.9 "the Minister" means the Minister of the Trade and Industries;

1.2.10 "the NLC" means the NATIONAL LOTTERIES COMMISSION or any of its successors in title or associated organisations or subsidiaries;

1.2.11 "Parties" means the parties to the Agreement and the term "Party" shall mean each of them;

1.2.12 "Services" means those Services contemplated in clause 2 of this Agreement read with Annexure A hereof; and

1.2.13 "Termination Date" means the 12 November 2022 upon which this Agreement terminates for any reason whatsoever;

1.3 any reference in this Agreement to "date of signature hereof" shall be read as meaning a reference to the date of the last signature of this Agreement;

1.4 any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;

1.5 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;

1.6 when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in South Africa;

1.7 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.



2 SERVICES

The NLC agrees to engage PROETHICS which agrees to provide services, that govern the ethics in a way that supports the establishment of an ethical culture, to the NLC hereof for the fee contemplated in clause 9 as follows:

- 2.1. Conduct ethics related training;
- 2.2. Develop organisational ethics action plan;

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- 2.3. Provide support for internal ethics communication campaigns by developing tailor made communication content;
- 2.4. Assist with developing ethics statements and codes of conduct;
- 2.5. Assist with developing customised training communication tools; and
- 2.6. Assist with developing of e-learning training material

3 DURATION

- 3.1 This Agreement shall commence on the Commencement Date and shall continue in force for the full term of the contract period of 3 (three) years unless terminated by either Party giving to the other not less than thirty (30) days written notice by registered post.
- 3.2 PROETHICS agrees that it has no expectation of this Agreement being renewed at the expiry of the Contract Period and no representation regarding renewal shall be valid and binding on the NLC unless recorded in writing and signed by both Parties.
- 3.3 The Parties agree that the NLC may extend the Contract for a further period, based on discussion with PROETHICS, in the following circumstances:
 - 3.3.1 where the project that PROETHICS has been appointed to manage is not complete; and/or
 - 3.3.2 any other operational requirements of the NLC to be determined solely by the NLC.



4 OBLIGATIONS OF PROETHICS

- 4.1 PROETHICS agrees to provide the Services to the NLC at such times required by the NLC during the Contract Period.
- 4.2 PROETHICS will report directly to the Company Secretaries Office.
- 4.3 In providing the Services, PROETHICS shall:
 - 4.3.1 maintain the currency of its technical knowledge required to render the Services;
 - 4.3.2 be solely responsible for the administration of its own business affairs;
 - 4.3.3 record all days and hours when the Services are rendered;



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Info Centre: 086 00 65383
web: www.nlcia.org.za

NATIONAL LOTTERIES COMMISSION
a member of the MT group

National Lotteries Commission (NLC)
P O Box 1556
Brooklyn Square 0083, Pretoria

- 4.3.4 conduct itself in a professional manner and perform the Services with due and proper care and in accordance with the professional standards required by the NLC;
- 4.3.5 at all times when present at the NLC's premises, comply with the NLC's rules, regulations and requirements regarding its orderly and efficient functioning and standards of health, safety and security;
- 4.3.6 the service provider should comply with directives from the Company Secretariat Division, Ethics Office, without off-setting the terms of this Agreement;
- 4.3.7 abide by *bona fide* work practices in its relationship with the NLC; and
- 4.3.8 use its best endeavours properly to conduct, improve, extend, develop, promote, protect and preserve the business interests, reputation and goodwill of the NLC and carry out its duties in a proper, loyal and efficient manner.



5 ACCESS

It is recorded that any right of access PROETHICS has to any premises of the NLC is dependent upon PROETHICS actually rendering services and actually fulfilling its duties as outlined in this Agreement or in terms of any rules of the NLC applicable from time to time.

6 WARRANTY

PROETHICS warrants that it has the qualifications, ability, skill and experience to properly render the Services.

7 NATURE OF THE PROETHICS 'S ENGAGEMENT

The Parties agree that PROETHICS shall provide the Services to the NLC as an independent contractor and not as an agent, employee or partner of the NLC. Nothing in this Agreement or in the conduct of the Parties in relation to this Agreement or in joining of effect to the provisions of this Agreement shall be deemed or construed as creating a relationship of principal and agent, employment, partnership or joint venture between them.

PROETHICS shall not represent the NLC in any capacity whatsoever nor bind the NLC orally or in writing to any legal obligation.



8 INDEMNITY

The NLC shall not be liable for any act or omission on the part of PROETHICS in the provision of the Services under this Agreement (whether negligent or otherwise, including gross negligence) which causes injury, loss or damage to any employee of the NLC and/or any third party (whether direct, indirect or consequential) and PROETHICS hereby indemnifies the NLC in respect thereof.

9 PAYMENT

9.1 The NLC shall effect payment of R 6 371.75 (SIX THOUSAND THREE HUNDRED AND SEVENTY-ONE RAND SEVENTY-FIVE CENTS) (VAT Inc.) per hour on submission of invoice in accordance with the agreed costs.

9.2 The amount in clause 9.1 above is based on the estimation, therefore PROETHICS shall claim for only work done indicating hours thereof.

9.3 All travelling costs shall be claimed separately on presentation of a disbursement claim.

9.4 PROETHICS shall issue a tax invoice to the NLC, which tax invoice shall be payable immediately after the service have been rendered provided that a valid tax invoice has been delivered by ProEthics which tax invoice shall be payable by the NLC into the following bank account:



Account Name: J H MINNAAR
Bank: Nedbank
Account Number: 163 1164 848
Branch Code: 198765
Branch: Nedbank Private Wealth, Pretoria
Account Type: Cheque Account

9.5 If at any stage the NLC makes a payment to PROETHICS in an amount in excess of the amount to which PROETHICS is entitled to, the NLC shall be entitled to claim a refund from PROETHICS of any such overpayment.



10 CONFIDENTIALITY

10.1 In providing the Services to the NLC, PROETHICS will have access to non-public Information or materials describing or relating to the NLC, its clients and/or third parties to whom the NLC has a duty of confidentiality ("Third Parties") including, but not limited to: materials describing or relating to the business affairs, processes, trade secrets, client lists, trade connections, policies and/or procedures of the NLC, its clients and/or the Third Parties; formulae, strategies, methods, processes, computer materials (including but not limited to source or object codes, data files, computer listings, computer programs and other computer materials regardless of the medium in which they are stored) including any confidential information pertaining to the Request for Proposal and/or other confidential information of the NLC, its clients and/or the Third Parties ("Confidential Information").

10.2 With respect to such Confidential Information, PROETHICS shall for the duration of the Contract Period and thereafter in perpetuity:

- 10.2.1 use the Confidential Information exclusively in connection with providing the Services;
- 10.2.2 hold the Confidential Information in strict confidence and will not, nor will it permit any other person to, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give and/or disclose the Confidential Information to any unauthorised person;
- 10.2.3 take all reasonable steps to minimise the risk of disclosure of the Confidential Information to unauthorised persons, and to ensure the proper and secure storage of any such Confidential Information;
- 10.2.4 not copy, remove and/or erase such Confidential Information (including but not limited to, source or object codes, data files, computer listings, computer programs and other computer materials regardless of the medium in which they are stored) whether stored on its desktop, laptop, palmtop or any other computer;
- 10.2.5 not, during the Contract Period or thereafter, use for its own benefit or for the benefit of any other person or divulge or communicate to any person or persons, except to those officials of the NLC whose province it is to know same, any of the NLC's secrets or any other Confidential Information which it may receive or obtain in relation to the NLC's affairs or that of its clients.





11 INVENTIONS, DISCOVERIES AND COPYRIGHT

11.1 Any discovery or invention or secret process or improvement in procedure made or discovered by PROETHICS, in the course and scope of rendering the Services in terms of this Agreement, in connection with or in any way affecting or relating to the Business or capable of being used or adapted for use by the NLC or in connection with the Business shall be disclosed to the NLC and shall belong to and be the absolute property of the NLC

11.2 All copyright to and intellectual property rights to products and training material developed by Dr Minnaar and ProEthics which is not directly part of the services rendered to the NLC will remain the exclusive property of Dr Minnaar.

11.3 PROETHICS shall, if and when required by the NLC, apply or join with the NLC at its expense in applying for Letters Patent or other equivalent protection in the Republic of South Africa or in any other part of the world for such discovery, invention, process or improvement and shall at the NLC's expense execute all instruments and do all things necessary for vesting the said Letters Patent or other equivalent protection in the name of the NLC as sole beneficial owner or in the name of such other person as the NLC may nominate.

11.4 Insofar as may be necessary, PROETHICS assigns to the NLC the copyright in all present and future works eligible for copyright of which the NLC is the author. If, however, ProEthics created the course or powerpoint during the scope and course of providing the services to the NLC, copyright will vest jointly in ProEthics and NLC equally

11.5 All reports, manuals, budgets, indices, research papers, letters or other similar documents (the nature of which is not limited by the specific reference to the foregoing items) which are created, compiled or devised or brought into being by PROETHICS or come into PROETHICS's possession whilst rendering the Services, and all copies thereof, shall be the property of the NLC. Upon the Termination Date, or earlier if required by the NLC, such documents and all copies shall be returned to the NLC.

11.6 On the Termination Date, PROETHICS shall deliver to the NLC all property in its possession or under his control belonging to the NLC.

11.7 The final document hereof shall be the document of the NLC and therefore PROETHICS shall not use and or present same without the prior permission of the NLC.





tel +27 (12) 482 1300
Info Centre: 086 60 65323
web: www.nlc.co.za

NATIONAL LOTTERIES COMMISSION
a member of the NLC group

National Lotteries Commission (NLC)
P O Box 1556
Brooklyn Square 0003, Pretoria

12 ELECTRONIC COMMUNICATION

Should PROETHICS receive or transmit any electronic communication of whatsoever nature from the NLC premises and/or using the NLC's electronic communication systems such as its computers, telephones and any other devices, PROETHICS hereby expressly gives the NLC permission to intercept, monitor, read, block or act upon any of PROETHICS's electronic communications (including any communications that are personal in nature) which shall include, but not be limited to, telephonic conversations, e-mails and any stored files.

13 BREACH

If either Party breaches any material provision or term of this Agreement and does not remedy such **breach within** fourteen (14) days of receipt of written notice requiring it to do so then the aggrieved Party shall be entitled without notice, in addition to any other remedy available to it at law including obtaining an interdict, to cancel this Agreement without further notice or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved Party's right to claim damages.



14 CESSION AND ASSIGNMENT

PROETHICS shall not cede any of its rights or assign any of its obligations under this Agreement, without the prior written consent of the NLC.

15 DISPUTES

15.1 Any difference or dispute arising out of this Agreement, both while in force and after its termination, including (but without limiting the generality of the foregoing):

- 15.1.1 the interpretation thereof;
- 15.1.2 the effect thereof;
- 15.1.3 the Parties' respective rights or obligations thereunder;
- 15.1.4 a breach thereof;
- 15.1.5 the termination thereof; and/or
- 15.1.6 any matter arising out of the termination thereof;



15.1.7 shall in the first instance be discussed by PROETHICS and the Commissioner and if possible be resolved, if necessary, by mediation between PROETHICS and the Commissioner.

15.2 In the event that the dispute cannot be resolved as contemplated in clause 15.1 within ten (10) Business Days after being declared by a Party to this contract the dispute shall be referred to the Board of the NLC for mediation.

15.3 In the event that a dispute cannot be resolved by mediation within ten (10) Business Days as contemplated in clauses 15.1 and 15.2, the Parties shall consent to the appointment of the arbitrator who will decide upon the dispute in the manner set out in this paragraph 15.

15.4 The arbitration referred to in 15.3 shall be held in Gauteng in a summary manner, namely, on the basis that it shall not be necessary to observe or carry out either the strict rules of evidence or the usual formalities or procedure, that is to say, in the absence of Agreement between the Parties, the procedure to be followed shall be laid down by the arbitrator.

15.5 The Parties shall use their best endeavours to procure that the arbitration shall be held and concluded within twenty-one (21) days after it is demanded.

15.6 The arbitrator shall be, if the question in issue is:

- 15.6.1 primarily an accounting matter, an independent accountant;
- 15.6.2 primarily a legal matter, or any other matter, a practising attorney of not less than ten (10) years standing;

15.7 agreed upon between the Parties to the dispute, and, failing agreement, appointed on the application of either Party, in the case of 15.6.1 being applicable, by the President for the time being of the Institute of Chartered Accountants and Auditors, or, in the case of 15.6.2 being applicable, by the President for the time being of the appropriate Law Society.

15.8 If agreement cannot be reached within seven (7) days after the arbitration has been demanded as to whether the question in issue falls under 15.6.1 or 15.6.2, then the matter shall be deemed to fall under 15.6.2.

15.9 The arbitrator shall be entitled to consult such persons as he may deem necessary to reach a just and equitable conclusion and the Parties to the dispute shall have no right to be present during such



REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

Private Bag X67, Pretoria 0001



consultation or to be made aware thereof. The arbitrator shall be entitled to investigate any matter, fact or thing which he considers necessary or desirable in connection with any matter referred to him for decision, and for that purpose shall have the widest possible powers of investigating all the books and records of the Parties affected by the dispute, including the right to the fullest inspection of the same by him or by his duly authorised representative(s) and the right to take copies or make extracts therefrom and to have the same produced and/or delivered to any reasonable place required by him for the aforesaid purpose and shall have the right to interview and question under oath any affected Party or their directors or officers or employees or agents and/or to call for written submissions by any affected Party and/or their directors or officers or employees or agents.

15.10 The arbitrator shall not be bound to follow strict principles of law, but may decide the matters submitted to him according to what he considers just and equitable in the circumstances, and, therefore, the strict rules of law need not be observed or taken into account by him in arriving at his decision.

15.11 The arbitrator shall be entitled to make such award, including an award for specific damages or penalty or penalties or otherwise as he in his discretion may deem fit and appropriate.

15.12 The arbitrator's decision shall be final and binding on all Parties affected thereby, shall be carried into effect and may be made an Order of any competent Court to whose jurisdiction any of the Parties to the dispute is subject.

15.13 Notwithstanding the reference in this paragraph 15 to an "arbitrator", any such arbitrator shall act as an expert and not as an arbitrator and shall not, therefore, be bound by the provisions of any Arbitration laws for the time being in force.

15.14 This paragraph 15 shall constitute the irrevocable consent of the Parties hereto to the arbitration proceedings in terms thereof, and neither Party shall be entitled to withdraw therefrom or to claim at any such arbitration proceedings that it is not bound by this paragraph.

15.15 The Parties acknowledge that any Commercial Information supplied in connection with this Agreement or in connection with each other's technical, industrial or business affairs which has or may in any way whatsoever be transferred or come into the possession or knowledge of any other of them ("the Receiving Party") during the mediation and arbitration proceedings contemplated in this paragraph 15, may consist of confidential or proprietary data, disclosure of which or use by the Receiving Party might



be damaging to the Party concerned. The Receiving Party therefore agrees to hold such Commercial Information in the strictest confidence, to prevent any copying thereof by whatever means and not to make use thereof in any subsequent litigation proceedings.

15.16 The provisions of this paragraph 15 shall be deemed to be severable from the remainder of this Agreement and shall remain binding and effective as between the Parties notwithstanding that this

15.17 Agreement or any part hereof may otherwise be cancelled or declared of no force and effect for any reason.

16 ENTIRE AGREEMENT



The Parties record that this Agreement and the Annexure constitutes the entire contract between them and that there are no ancillary or collateral agreements between them.

17 DOMICILIUM CITANDI ET EXECUTANDI

17.1 The Parties choose as their *domicilium citandi et executandi* for all purposes under this Agreement the following addresses:

17.1.1 The NLC

Physical Address: Hatfield Gardens, 333 Grosvenor Street, Hatfield, 0001 Pretoria

Postal: P.O. Box 1556, Brooklyn Square, 0075

Contact No: (012) 432 3000

Fax No: (086) 211 3031

E-mail address:

17.1.2 PROETHICS (PTY)LTD

Physical Address: Walker Creek Office Park Building 3,90 Florence Ribeiro Avenue, Nieuw Muckleneuk, Pretoria, 0001



tel: +27 (0) 12 452 1300
Info Centre: 086 00 65383
web: www.nlc.org.za

National Lotteries Commission (NLC)
P O Box 1555
Brooklyn Square 0083, Pretoria

Postal Address: P O Box 35362, Menlo Park, 0102

Tel: +27 (0) 12 452 3500

E-mail address:

17.2 Any notice or communication required or permitted to be given by either Party to the other in terms of this Agreement shall be valid and effective only if in writing.

17.3 A written notice or communication actually received by either Party from the other shall be valid and effective notwithstanding that it was not sent to or delivered at the chosen *domicilium citandi et executandi*.

17.4 Any communication or notice required to be given or made under this Agreement between the Parties shall be deemed to have been received by the intended addressee:

17.4.1 on the day of delivery if delivered by hand, facsimile or fax, and

17.4.2 on the tenth day after posting, if mailed by prepaid registered post.



18 GENERAL

18.1 The Government General Conditions of Contract (as displayed on the website of National Treasury –) will apply to this Agreement. This Agreement (read with the Government General Conditions of Contract), shall constitute the entire contract between the Parties who by their signatures hereby acknowledge that no representations have been made or warranties given or conditions or stipulations attached to any of the matters referred to in this Agreement, save as set out in this Agreement.

18.2 No variation of this Agreement shall be of any force or effect unless recorded in writing and signed by or on behalf of the Parties by their duly authorised representatives.

18.3 No relaxation or indulgence which the NLC may show to the PROETHICS shall in any way prejudice or be deemed to be a waiver of its rights under this Agreement.



tel: +27 (12) 432 1300
Info Centre: 088 00 65363
web: www.nlc.org.za

NATIONAL LOTTERIES COMMISSION
a member of group

National Lotteries Commission (NLC)
P.O. Box 1556
Brenton Square 0003, Pretoria

18.4 No remedy granted by this Agreement shall exclude any other remedy available at law.

18.5 The NLC shall be entitled to cede and delegate all or any of its rights and obligations under this Agreement to the successor-in-title of the undertakings of the NLC, whether such cession and delegation takes place before or after the Termination Date.

THUS DONE AND SIGNED at Pretoria on the 11th day of November 2019



Witnesses

1. JC
2. BP.

JC (Signature)
For and on behalf of the National
Lotteries Commission being duly
authorised thereto.

THUS DONE AND SIGNED at Pretoria on the 12th day of November 2019

Witnesses

1. DW.
2. BP.

Mr. J. M. J. (Signature)
For and on behalf of PROETHICS
being duly authorised thereto.



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

Private Bag X115, Pretoria, 0001 • 40 Church Square, PRETORIA, 0002 • Tel: +27 12 315 5111, Fax: +27 12 406 9055 • www.treasury.gov.za

From: Mr. P Moshane, Tel: 012 315 5115, Email: phaladi.moshane@treasury.gov.za

Ms. T.C Mampane
Commissioner
National Lotteries Commission
P O Box 1556
PRETORIA
0083

Dear Ms Mampane

AUDIT DISPUTE: AUDIT FINDING BY THE AUDITOR GENERAL SOUTH AFRICA (AGSA) - COMMUNICATION OF THE AUDIT FINDING 33 OF 2021/22



1. National Treasury acknowledges receipt of your email received, with attachments, on 04 August 2022.
2. National Lotteries Commission South Africa (NLC) requests National Treasury to provide clarity on the findings raised by Auditor-General South Africa (AGSA). During the audit process AGSA identified that NLC did not comply with paragraph 8.3 of NT SCM Instruction No 3 of 2016/17.

AGSA's finding:

3. The findings were that at least three written price quotations should have been obtained for the procurement of services of media houses. AGSA stated that the services procured from print media/media houses was not done as a result of single source but rather preferred source.
4. AGSA findings, as stated in paragraph 3 above, has resulted in non-compliance with the paragraph 8.3 of NT SCM Instruction Note 3 of 2016/17.
5. Paragraph 8.3 of the said Instruction Note states that sole source procurement may occur when there is evidence that only one supplier possesses the unique and singularly available capacity to meet the requirements of the institution.

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National Treasury' response

6. In terms of the AGSA findings, it is not clear as to what is meant by NLC being expected to use the single source procurement method instead of preferred supplier. NLC has an obligation to follow a process that is fair, equitable, competitive and cost-effective. Preferred supplier was not defined by the AGSA hence National Treasury could not relate the AGSA statements to any prescript.
7. A transaction is deemed as irregular if the transgression is related to non-adherence to a prescript/ legislation. The transactions therefore cannot be regarded as irregular expenditure.



Kind regards,

EGENDRI NANAKAN
ACTING CHIEF DIRECTOR: SCM GOVERNANCE, MONITORING AND COMPLIANCE
DATE: 22 September 2022

ANNEXURE 2



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

Private Bag X115, Pretoria, 0001 • 40 Church Square, PRETORIA, 0002 • Tel: +27 12 315 5111, Fax: +27 12 406 9055 • www.treasury.gov.za

From: Mr. P Moshane, Tel: 012 315 5115, Email: phaladi.moshane@treasury.gov.za

Ms. T.C Mampane
Commissioner
National Lotteries Commission (NLC)
P O Box 1556
PRETORIA
0083

Dear Ms Mampane

AUDIT DISPUTE IN AUDIT FINDING WITH THE AUDITOR-GENERAL: SOUTH AFRICA (AGSA): COMMUNICATION OF THE AUDIT FINDING 16 OF 2020/21



1. The National Treasury acknowledges receipt of the email from National Lotteries Commission received on 26 July 2022.
2. National Lotteries Commission South Africa (NLC) requests National Treasury to provide clarity on the findings raised by Auditor-General South Africa (AGSA). During the audit process AGSA identified that NLC did not comply with paragraphs 3.3.1 & 3.3.3 of Practice Note 8 of 2007/08, paragraphs. 3.2.1 & 3.2.4 of SCM Instruction Note 2 of 2021/22 and Treasury regulation 16A3.2(a).

AGSA's finding:

3. AG noted during the audit that at least three written price quotations were not obtained for the procurement of goods and services from the panel of service providers for Catering, Information Technology and Legal services.
4. Auditor-General is of the view that the above has resulted in non-compliance with the indicated legislations and should be regarded as irregular and where expenditure could have been avoided will result in fruitless and wasteful expenditure.
5. The Institution disagrees with the audit finding raised by AG and indicated that they have fully complied with paragraph 11.1 & 11.4 of Practice Note 3 of 2003, which provides that the panels/lists should be established through a competitive bidding process and once the panel or list of approved service providers is established, only the successful applicants are approached, depending on the circumstances, either by obtaining quotes on a rotation basis or according to the bid procedure when services are required.
6. The institution argued that all panels were established through competitive bidding process which consist of various service providers. It is further argued that service providers are

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AUDIT DISPUTE IN AUDIT FINDING WITH THE AUDITOR-GENERAL: SOUTH AFRICA (AGSA): COMMUNICATION OF THE AUDIT FINDING 16 OF 2020/21



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

approached through rotational basis because the prices were pre-determined on appointments.

National Treasury's response:

7. The panel was established through a **competitive bidding process**. The use of the suppliers on the panel to render the services is in question. The SCM procedure manual or SCM Policy of the institution ought to give effect on the procedure when using the panel.
8. The request for quotations is meant to determine the competitiveness, equity, transparency, fairness as well as cost effectiveness of the process where pricing was not predetermined in the establishment of a panel. It will be irrational to expect the same process to be repeated after establishment of panellists were **rates or prices were predetermined**.
9. The accounting authority, in this case, complied with respective paragraphs of Practice Note 3 of 2003. The prescripts indicated in the AGSA findings apply to procurement through quotation system outside an established list /panel of service providers.
10. The transactions therefore cannot be regarded as irregular expenditure.



Kind regards,

Signed by:Basani Duiker
Signed at:2022-08-19 16:38:32 +02:00
Reason:Witnessing Basani Duiker

BASANI DUIKER
CHIEF DIRECTOR: SCM GOVERNANCE, MONITORING AND COMPLIANCE
DATE:

ProEthics vs GroundUp

Complaint 32161

Ruling by the Deputy Press Ombud

Date of publication:

18 February 2025

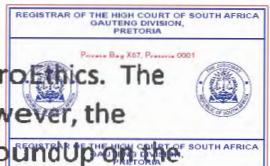
Headline of publication:

"SIU applies to extend lottery corruption probe"

Link: <https://groundup.org.za/article/siu-applies-to-extend-its-mandate-to-investigate-lottery-corruption/>

Author: Raymond Joseph

Particulars



1. A complaint was lodged 3 March 2025 by Dr Janette Minnaar on behalf of her company ProEthics. The complaint was directed at Bizcommunity, which published the report on 19 February. However, the article was first published by GroundUp, and the Public Advocate accordingly engaged GroundUp on the matter. The complaint also included:
 - 1.1. a company profile;
 - 1.2. a 2023 press statement in response to an earlier report;
 - 1.3. another report published on GroundUp on 15 April 2024 which dealt with the company;
 - 1.4. the article that is the subject of the complaint.
2. The Public Advocate sent the complaint to GroundUp on 25 March 2025 and a response to the complaint was received on 26 March 2025 from GroundUp editor Nathan Geffen, including some of the documents referred to in compiling its report. These were
 - 2.1. A reference letter from the National Lotteries Commission (NLC) for the company;
 - 2.2. A note from the acting NLC commissioner suspending further dealings with ProEthics;
 - 2.3. A list of payments made by NLC to ProEthics; and
 - 2.4. A report on irregular expenditure at the NLC commissioned by the Department of Trade Industry and Competition and conducted by TSU Investigations.
3. The complainant provided a response on 17 April, with several appendices. These were:
 - 3.1. Two letters from National Treasury disagreeing with adverse findings by the Auditor General against the NLC;
 - 3.2. Email correspondence between ProEthics and the SA Reserve Bank about training to be provided by the company, that was ultimately cancelled because of negative coverage.
4. The respondents responded on 22 April, objecting to several aspects of the 17 April submission by the complainant. They objected to firstly, a reference to possible legal action, as this would normally cause the Press Council process to be put on hold pending resolution; secondly, what it regarded as a defamatory reference to the author of the article; and finally, the fact that the response was marked confidential. The respondents also said new matters were introduced in the complaint and said they should be given a right to respond to those.
5. The complainant then amended her response on 30 April, removing the claims against the author, stating clearly there is no intention of taking legal action and removing the marking of the submission as confidential.
6. On 9 May, the respondents sent through a brief emailed further response to the complainant's submission.

7. On 12 May, a final response to the respondents' note was submitted to the office of the Public Advocate.
8. I have taken into account the various submissions filed in this matter.

The article

9. The article that is the subject of the complaint reports on a request by the Special Investigating Unit (SIU) to extend the scope of an investigation into the NLC, past its original end date in 2020 and also to include issues in the procurement of services. The report quotes the Department of Justice as confirming that the request has been made and is being dealt with, and says that a new board and management at the NLC are co-operating with the SIU.
10. The report then provides some background to the development, in the course of which ProEthics is mentioned.
11. The few lines at the centre of this complaint are worth quoting in full. They read:

ProEthics, which advised the NLC on ethics when the organisation was overwhelmed by rampant corruption, was also used to launder payments to service providers. The NLC paid ProEthics over R28.4-million. The company, in turn, said it paid other service providers on the NLC's instructions including a R1.7-million payment for a flash mob that never happened.



12. It should be noted that this wording is as it appeared originally. The reference to the R1.7 million payment for a flash mob was removed by GroundUp on realising it should not have been linked to ProEthics, as further set out below.

The complaint

13. The complaint is that the article infringes several clauses of the Press Code, namely Clauses 1.1, 1.2, 1.3, 1.4, 1.7 and 3.3.1. Though it is not always clear which clause is related to which element of the complaint, it is clear that the complainant argues simply that the article is inaccurate in several respects. It is unclear in which respect information may have been obtained illegally, dishonestly or unfairly (as per Clause 1.4). The reference to Clause 3.3 relates to an alleged failure to display adequate consideration for possible damage to reputation, arising out the reputational damage the company has sustained.
14. The following will deal with the elements of the complaint as they emerge from the various documents.

Complaint: Inaccurate reporting

Arguments

15. The complaint highlights three respects in which the reference to ProEthics is false:
 - 15.1. The amounts mentioned are greatly overstated. The company says the amount of R28.4m is an exaggeration, and that it received not even 10% of that amount.
 - 15.2. The reference to the money having been laundered is false, as all money received came from the NLC, not an illicit source.
 - 15.3. The company has no knowledge of the flash mob referred to.
16. In its first response, GroundUp concedes the third point, adding it has already corrected the error and apologised to ProEthics for the mistake.

17. On the amounts involved, the respondents provide documents supporting the figure of R28.4m, and argue the reporting did not say this money was for ProEthics itself. Instead, the accusation is that most of the money was paid across to other companies.

18. On the use of the expression “laundering payments”, the respondents argue that the term is justified. They explain at length that ProEthics paid other suppliers much of the money received from the NLC, at the behest of the NLC. The scheme was intended to circumvent the NLC’s own procurement rules and is therefore “the very essence of a laundering scheme”. The respondents also argue that the arrangement is confirmed by the complainant’s statement that most of the money was paid onwards.

19. In response, the complainant notes the respondents’ admission that an error was made in regard to the reference to a flash mob, arguing it illustrates inadequate care with regard to checking facts.

20. Further, the complainant quotes a definition of money laundering as *“the illegal practice of making proceeds obtained through criminal activities, such as the trafficking of illegal drugs, corruption, ransom demands, and human trafficking, appear to have been obtained from legitimate commercial activities and sources* (from an article by Cliffe Dekker).” The term cannot reasonably be used for the arrangement between ProEthics and the NLC, the complainant says.

21. At some length, the complainant outlines the arrangement it had with the NLC. Having been appointed properly to a panel of service providers, it executed various projects, sometimes together with other service providers identified by the NLC. ProEthics acted as a project manager on behalf of the NLC and cannot be held responsible for any breaches of procurement regulations at the NLC.

22. The complainant argues that GroundUp deliberately tried to mislead their readers to think that ProEthics kept the entire sum of R28.4m.

23. Furthermore, the complainant adds the company was prevented from discussing the matter when contacted by Joseph as they were bound by a confidentiality clause in their agreement with the NLC.

24. Having been given an opportunity to respond to what they felt was new material, the respondents argue that the term “launder” does not require evidence of criminal money laundering but is justified by the way in which payments were made on behalf of the NLC.

25. In a final response from the complainant, ProEthics says there is no substantial difference between laundering of payments and laundering of money, and point to both terms being used similarly in GroundUp articles. They further say the allegations are not supported by any official agency or investigation.



Discussion

26. The claim about the flash mob has been admitted as an error and corrected by GroundUp.
27. There is sufficient support for the figure of R28.4m as having been paid by the NLC to ProEthics.
28. What remains in dispute is whether the report suggests that the amount was solely for the benefit of ProEthics. The relevant section of the paragraph reads: "*The NLC paid ProEthics over R28.4-million. The company, in turn, said it paid other service providers on the NLC's instructions.*" It seems very clear that Proethics did not keep the full amount, but paid others.
29. Though other aspects of the arrangement between ProEthics and the NLC may be in dispute, it is common cause that the company paid other service providers on instruction by the NLC. But can this be described as money laundering, or payment laundering?
30. Undoubtedly, the use of the term laundering implies criminality. Money laundering is defined in SA law as "an activity which has or is likely to have the effect of concealing or disguising the nature, source, location, disposition or movement of the proceeds of unlawful activities or any interest which anyone has in such ...". (Financial Intelligence Centre Act, 2001 (Act No 38 of 2001)).
31. Similar definitions can be found in dictionaries and elsewhere (See eg https://www.collinsdictionary.com/dictionary/english/money-laundering#google_vignette ;

<https://www.investopedia.com/terms/m/moneylaundering.asp> ; <https://www.fiu-nederland.nl/en/home/what-is-money-laundering/>) These definitions uniformly describe the “cleaning” of money earned through criminal activity – “dirty” money - in order to obscure its origins.

32. It is not material whether the reference is to “money” or to “payment” laundering, and GroundUp has used both terms.
33. In this case, the GroundUp report makes the claim that payments were made through ProEthics in an attempt to circumvent official procurement processes, which would certainly be improper. Crucially, however, no accusation has been made that the money amounted to the proceeds of crime, whose origins needed to be hidden. It has also not been established that ProEthics knew there was an improper attempt to bypass NLC rules. The furthest GroundUp goes is to say they should have known better.
34. GroundUp extends the term to describe the scheme it outlines. However, the ordinary reader would understand it in the narrower way, as outlined above: an effort to hide the origins of the proceeds of crime.
35. Under the circumstances, the use of the term laundering is not justified.



Finding

36. I find that the article breached Clause 1.2 of the Press Code by describing the actions of the complainant as “payment laundering”.

Complaint: Harm to reputation

Arguments

37. The complainant argues its reputation has been unjustly tarnished, having received queries from clients and lost business as a result of the reporting.
38. The respondents rely largely on the factual basis for the points made in the paragraph.
39. The complainant also says that the use of emotive language is prejudicial, pointing to the description of the company as having *“advised the NLC on ethics when the organisation was overwhelmed by rampant corruption”*.
40. The respondents describe this as a factual statement.

Discussion

41. It seems a fair statement to describe the NLC as having been overwhelmed by corruption. Extensive media reporting, official inquiries, including by the SIU, and actions by the new leadership at the NLC bear out the interpretation. ProEthics has to carry the responsibility for its association with the NLC at that time.

Finding

42. I find that the article was not in breach of Clause 3.3 of the Press Code by taking insufficient care of the reputation of the complainant.

Other issues

43. Several other claims have been made in the complaint, as well as in the responses. However, the only question before me is whether the specific published report that is the subject of the complaint is in breach of any element of the Press Code.

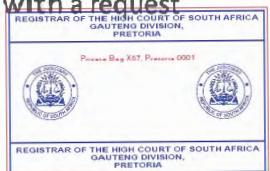
Ruling

44. I find that the article breached Clause 1.2 of the Press Code by describing the actions of the complainant as “payment laundering”.
45. The complaints of other breaches are dismissed.
46. I direct the publication to correct the phrasing in the article published on GroundUp on February 18 to remove the reference to payment laundering and replace it with a more accurate term.
47. The change should be linked to a footnote to the article, noting that the change was made in accordance with this ruling, and linking to the full decision on the Press Council website. The Press Council’s logo must be published with the footnote.
48. The publication must also publish a separate, short article on its homepage, with a headline including “Correction” and “ProEthics”, explaining the correction to the article (with a link to the updated article), in accordance with the Deputy Press Ombud’s ruling.
49. The corrected article, footnote and homepage correction must be approved by the Deputy Press Ombud prior publication.
50. I direct the publication to share this ruling with all other outlets that published the article with a request to comply.

Appeal

51. The Complaints Procedures lay down that, within seven working days of receipt of this decision, either party may apply for leave to appeal to the Chairperson of the SA Press Appeals Panel, Judge Bernard Ngoepe, fully setting out the grounds of appeal. He can be contacted at Khanyim@ombudsman.org.za

Franz Krüger, Deputy Press Ombud
18 June 2025





Janette Minnaar <janette@proethics.co.za>

Ethical Leadership Training for SARB Leaders

1 message

Mmathema Matle <Mmathema.Matle@resbank.co.za>

Fri, Mar 14, 2025 at 4:33 PM

To: "janette@proethics.co.za" <janette@proethics.co.za>

Cc: Gerdus Lewis <gerdus.lewis@resbank.co.za>, Baatseba Foko <Baatseba.Foko@resbank.co.za>, Poelo Matokwe <Poelo.Matokwe@resbank.co.za>, Christelle Van Deventer <christelle.vandeventer@resbank.co.za>

Dear Dr. Minnaar,

I refer to the recent discussions via email and WhatsApp with Christelle van Deventer from the Academy regarding delivery of the above mentioned training.

After thorough consideration, we have made the decision to discontinue the training sessions that were scheduled for May 2025. Unfortunately, due to the negative media coverage and the potential investigation into unethical conduct by your company, we believe it is in the best interest of the SARB to avoid any reputational risks associated with continuing our arrangement, particularly given the nature of the training being on ethics.

Additionally, we have noticed that the SARB is listed as one of your clients on your website. We kindly request that you remove our name from your client list with immediate effect.

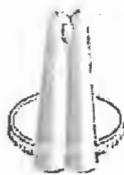
Thank you for your understanding in this matter

Best regards,

Mmathema

Mmathema Matle

Manager - Learning and Development Consulting Services
SARB Academy



House icon: P O Box 427 Pretoria 0001 South Africa
Star icon: 370 Helen Joseph Street Pretoria 0001
Phone icon: +27 12 313 3581 /
Email icon: Mmathema.Matle@resbank.co.za

SOUTH AFRICAN RESERVE BANK www.resbank.co.za

*** Disclaimer ***

Important Notice: This e-mail is subject to the e-mail disclaimer of the South African Reserve Bank, which can be viewed at:

<http://www.resbank.co.za/Disclaimer/Pages/SARB-Disclaimer.aspx> Should you be unable to access the link provided, kindly send an email to BSTD-ICT-ServiceDesk@resbank.co.za

*** Disclaimer ***



Janette Minnaar <janette@proethics.co.za>

Re: Dr Janette Minnaar out of office Re: Media enquiry janette@proethics.co.za

1 message

Raymond Joseph <rayjoe@iafrica.com>
To: Janette Minnaar <janette@proethics.co.za>

Mon, Dec 15, 2025 at 2:24 PM



Response to ProEthics question

From: "Janette Minnaar" <janette@proethics.co.za>
To: rayjoe@iafrica.com
Sent: Monday, December 15, 2025 2:02:50 PM
Subject: Dr Janette Minnaar out of office Re: Media enquiry janette@proethics.co.za

Dear Sender

Please note that our offices will be closed between 8 December 2025 and 12 January 2026. We wish you a wonderful and restorative festive season. Thank you for your loyal support through 2025!

Warm regards

Dr Janette Minnaar

--

Kind regards



Dr Janette Minnaar-van Veijeren
CEO | ProEthics (Pty) Ltd

E: janette@proethics.co.za | W: www.proethics.co.za

T: +27 12 452 3500 | C: +27 82 337 7114

Walker Creek Office Park, Building Three (2nd floor)
90 Florence Ribeiro Avenue, Nieuw Muckleneuk, 0181

PO Box 35362, Menlo Park, 0102



Our offices will be closed from 5 December 2025 and will reopen on 12 January 2026. We'd like to thank all our clients, partners, and friends for your continued trust and collaboration. May your festive season be filled with peace, joy, and well-deserved rest. Here's to a purposeful and prosperous 2026!



Good day Ms. Minnaar. GroundUp intends publishing a story about TSU's investigations into ProEthics and its recommendations relating to your company. As you are probably aware, ProEthics was included in an amendment to the 2020 Presidential Proclamation mandating the NLC to investigate the NLC and several other entities.

The story will be published on Thursday, December 19. Please respond to the attached questions by 12 pm on Thursday, December 19 so that your responses can be included in the story.

Thanks, Raymond Joseph,
GroundUp

15/12/2025

Questions relating to ProEthics and the NLC from Raymond Joseph, GroundUp



A forensic investigation conducted by TSU Investigations that was commissioned by the NLC made several findings that included management fee commissions charged by ProEthics, to which it was not entitled to in terms of the SLA it signed with the NLC. The NLC had already briefed attorneys with an instruction that they recover funds running into hundreds of thousands of rands, which the NLC says your company was not entitled to. This instruction was withdrawn when a 2020 Presidential Proclamation was amended to include procurement. In the amended proclamation ProEthics was named among 21 entities that the SIU is mandated to investigate.

- 1) Were you aware that the NLC had briefed lawyers and was about to launch civil legal action to recover funds paid to ProEthics?
- 2) If so, did ProEthics receive any communications from the NLC lawyers about this?
- 3) Has the SIU yet contacted ProEthics in connection with their investigation into NLC procurement issues?
- 4) What comment does ProEthics have on their inclusion in amended proclamation and the SIU's investigation?

MM
JP

5) Will ProEthics cooperate with the SIU's investigation?

In its report, TSU recommended that the NLC recover some fees paid to ProEthics. They are:

6) A R207,377 management fee for the "International Fraud Awareness Week", which TSU said ProEthics was not entitled to receive in terms of its Service Level Agreement (SLA) with the NLC.

Will ProEthics repay this money if the NLC requests it to do so? If not, what are the reasons for refusing to repay these funds?



7) A difference of R96,348 between the payment ProEthics received from the NLC for third party payments and the actual amount paid to these service providers. (These third-party payments to ProEthics from the NLC amounted to R2,073,774, including VAT. Of this, ProEthics paid out R1,977 426 (giving the R96,348 difference). It included a payment of over R193,000 for "T-shirts/conference gifts"?)

Will ProEthics repay this money if the NLC requests it to do so? If not, what are the reasons for refusing to repay the funds?

8) A management fee totalling R340,017 for "4th Quarter Ethics Intervention", which TSU said ProEthics was not entitled to receive in terms of its SLA.

Will ProEthics repay this money if the NLC requests it to do so? If not, what are the reasons for refusing to repay the funds?

9) TSU also highlighted a R42,410.50 a project management fee related to a "Stakeholder Perception Survey" because ProEthics was not appointed as an event coordinator and was not entitled to this payment in terms of its SLA, but did not specifically recommend that it should be recovered by the NLC.

Do you have any comment on and, considering the fact that TSU highlights the payment as being contrary to your SLA with the NLC, will ProEthics consider refunding this money.

10) TSU also said ProEthics should provide proof that it credited the NLC for R64 000,00 paid in advance for corporate gifts. It

recommended that this amount should be recovered from ProEthics. If proof cannot be provided. The report says that ProEthics director Dr Janette Minnaar informed the NLC that it had "already paid them R64 000 for corporate gifts and that they will give them a credit when they invoice"

Why did ProEthics invoice the NLC for money it had already received, and has ProEthics credited the NLC for this payment?

11) TSU also highlighted a payment of R594,000 by ProEthics to Ethics Monitor for "Ethics Risk Assessment". It is recommended that any management fee for the assessment should be recovered from ProEthics, while stating that the precise fee was not stated.

Was a management fee paid to ProEthics for Ethics Monitor's assessment and, if so, how much was it and will Pro Ethics repay this fee to the NLC?



12) TSU also recommended that other "events and campaigns" paid for via ProEthics should be investigated to calculate any other administration fees that were not allowed that could be recovered. These included: Conflict of Interest Vetting," "Second quarter organisational wide intervention 2020," "Stakeholder vetting," "Hosting of virtual conference in Sandton," "Media monitoring," "Mental Health Day Conference," and "Ethics communication campaign and training communication tools".

Was ProEthics paid administration fees for any of the above and, if so, how much ad will it repay these funds to the NLC?

13) TSU was critical of the NLC using ProEthics to make third-party payments on its behalf and recommended that the practice be stopped.

Why did ProEthics make these payments and does it, in hindsight believe that the NLC might have used you to circumvent its own procurement processes.

14) How much of the R28.5-million the NLC paid to ProEthics was retained for work it delivered and how much was paid to third-party suppliers of the NLC?

Two handwritten signatures are present in the bottom right corner of the page.

10 CONFIDENTIALITY

10.1 In providing the Services to the NLC, PROETHICS will have access to non-public information or materials describing or relating to the NLC, its clients and/or third parties to whom the NLC has a duty of confidentiality ("Third Parties") including, but not limited to: materials describing or relating to the business affairs, processes, trade secrets, client lists, trade connections, policies and/or procedures of the NLC, its clients and/or the Third Parties; formulae, strategies, methods, processes, computer materials (including but not limited to source or object codes, data files, computer listings, computer programs and other computer materials regardless of the medium in which they are stored including any confidential information pertaining to the Request for Proposal and/or other confidential Information of the NLC, its clients and/or the Third Parties ("Confidential Information").

10.2 With respect to such Confidential Information, PROETHICS shall for the duration of the Contract Period and thereafter in perpetuity:

- 10.2.1 use the Confidential Information exclusively in connection with providing the Services;
- 10.2.2 hold the Confidential Information in strict confidence and will not, nor will it permit any other person to, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give and/or disclose the Confidential Information to any unauthorised person;
- 10.2.3 take all reasonable steps to minimise the risk of disclosure of the Confidential Information to unauthorised persons, and to ensure the proper and secure storage of any such Confidential Information;
- 10.2.4 not copy, remove and/or erase such Confidential Information (including but not limited to, source or object codes, data files, computer listings, computer programs and other computer materials regardless of the medium in which they are stored) whether stored on its desktop, laptop, palmtop or any other computer;
- 10.2.5 not, during the Contract Period or thereafter, use for its own benefit or for the benefit of any other person or divulge or communicate to any person or persons, except to those officials of the NLC whose province it is to know same, any of the NLC's secrets or any other Confidential Information which it may receive or obtain in relation to the NLC's affairs or that of its clients.





Janette Minnaar <janette@proethics.co.za>

RE: Further to ProEthics vs GroundUp 32161

1 message

Fanie Groenewald <fanieg@presscouncilsa.org.za>

Mon, Dec 15, 2025 at 4:47 PM

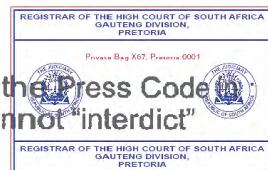
To: Janette Minnaar <janette@proethics.co.za>

Cc: Phathiswa Magopeni <phathiswa@presscouncilsa.org.za>, Khanyi Mndaweni <khanyim@presscouncilsa.org.za>, Thabo Leshilo <thabol@presscouncilsa.org.za>

Dear Dr Minnaar-van Veijeren

The Press Council office closed on 12 December 2025 for the year. However, I am still attending to outstanding matters until 19 December 2025.

I must advise that the Press Council complaints mechanism is about alleged breaches of the **Press Code** articles published by publications that subscribe to the Press Council's jurisdiction. We cannot "interdict" publications, preventing them from publishing an article.



I have only had a quick look at the attached questions from Mr Joseph. At first glance it seems as if he is referring to imminent (new?) actions by the SIU and TLC. If you have received no such correspondence from the SIU or TLC, I advise that you state so clearly to Mr Joseph.

It is unfortunate that you are on leave, but I think it would be in your best interest to respond to Mr Joseph, albeit only what you wrote to me:

ProEthics has not received any correspondence, nor have we been contacted by either the SIU or the NLC. The allegations are thus premature, harmful to our good name and are without any grounds. We deny any wrongdoing.

Regards

Fanie Groenewald

Public Advocate

Press Council of South Africa

fanieg@presscouncilsa.org.za

082 850 3972



W
G

Please visit the Press Council website www.presscouncil.org.za for the South African Press Code and our Complaints Procedures.

17/12/2025-2:51:07 PM

Disclaimer: The Press Council of South Africa (PCSA) complies with the Protection of Personal Information Act (POPIA) and has adopted a policy (Press Council of South Africa POPIA Policy) to this effect. When you submit your personal information, you confirm that you have read and understand the Press Council's POPIA policy, and that you are aware of your rights as a data subject. You agree, and make the informed decision, that your personal information may be recorded and processed by the PCSA in executing its day-to-day activities, being the management of member affairs, and the investigation and adjudication of complaints against media members that subscribe to the Code of Ethics and Conduct for South African print and online media.

From: Janette Minnaar <janette@proethics.co.za>

Sent: Monday, 15 December 2025 16:11

To: Fanie Groenewald <fanieg@presscouncilsa.org.za>; Khanyi Mndaweni <khanyim@presscouncilsa.org.za>; Phathiswa Magopeni <phathiswa@presscouncilsa.org.za>

Subject: Further to ProEthics vs GroundUp 32161



CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mr Groenewald

I trust this email finds you well.

This is an urgent email to notify you that I have received another threat from Mr Raymond Joseph in relation to the same matter you ruled on previously (32161).

His questions are attached.

Again, it is clear that Mr Joseph is acting mala fide as I am already on leave.

ProEthics has not received any correspondence, nor have we been contacted by either the SIU or the NLC. The allegations are thus premature, harmful to our good name and are without any grounds. We deny any wrongdoing.

Is there any way in which you could prevent him from publishing such allegations please?

Thank you in advance.

Kind regards

Dr Janette Minnaar-van Veljeren
CEO | ProEthics (Pty) Ltd

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T: +27 12 452 3500 | C: +27 82 337 7114

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