

"FA,"  
50001

### MANDATE AND POWER OF ATTORNEY

I, [REDACTED] a member of the Organisation  
Undoing Tax Abuse ("OUTA") [REDACTED] (membership number) hereby  
agree to the following:

OR, IF YOU REPRESENT A COMPANY, CC, TRUST, PARTNERSHIP OR OTHER  
LEGAL / COLLECTIVE ENTITY

I, [REDACTED], duly authorised representative of  
[REDACTED] a (scratch if irrelevant) company,  
~~close corporation, trust, partnership, other:~~ \_\_\_\_\_, Reg. No.:  
[REDACTED] hereby agree to the following:

#### 1. Background, Context, and Intention to Defend

1. I/we have received a summons (case nr: 27507/16 [as it  
appears on the summons - front page, top right]) for non  
payment of e-Tolls.

2. I/we have received the summons, or notice thereof, when the  
Sheriff of the court had delivered a copy of the summons to  
me/us, \_\_\_\_\_ at \_\_\_\_\_ the \_\_\_\_\_ following  
address: [REDACTED] on  
the 14 <sup>th</sup> of APRIL 2016

OR AS FOLLOWS: THE SUMMONS WAS  
LEFT IN MY PERSONAL POST BOX  
AT MY HOUSE.

*[Handwritten signatures and initials]*

IT WAS NOT HANDED TO ME  
IN PERSON. IT IS ALSO NOT [REDACTED]  
REGISTERED ADDRESS.

3. I/~~we~~ hereby state my intention to defend the above matter and give OUTA full power of attorney to facilitate the defense thereof on my behalf.
4. I/~~we~~ understand that if the matter is successfully defended that this could result in no liability of for the payment of e-tolls or reduced liability for the payment of e-tolls.
5. I/~~we~~ believe that it is a worthwhile proposal to challenge the claims against me together with other community members.

**2. OUTA's Defence Umbrella to Members**

1. OUTA's defence mandate stipulates that ALL active members of the OUTA member community should be defended within the full means and capabilities of the organisation, if they are ever individually or collectively targeted for prosecution or civilly summonsed because for non-payment of e-tolls, within the financial means of the organisation.
2. To fall under OUTA's defence umbrella you need to be an OUTA member at the time a criminal or civil summons is issued against you in a court of law.
3. OUTA E-Toll Umbrella Defence is limited to its contributing members, in the event of action being instituted due to non-payment of Gauteng Freeway e-Tolls, or other charges directly linked to e-Toll non-payment, such as the withholding of vehicle licenses.
4. Although OUTA intends on defending each and every one of their members in the event of e-Toll prosecution or civil summons, I/we understand that my OUTA membership contribution is not an insurance policy premium, but a voluntary contribution towards a civil society movement that aims to protect individual and collective rights.
5. The OUTA Defence Umbrella is not an insurance policy, but a mandate from its membership to defend against unlawful government conduct.
6. OUTA is not a registered short term insurer and cannot provide the standard or typical benefits associated with short-term


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insurance, nor is its conducted regulated by the insurance industry ombudsman.

7. OUTA membership shows solidarity with OUTA's mission and general approval of its discretion to act on my behalf, thus constituting a vehicle for collective civil action.
8. It is foreseeable that the court's decision relating to quantum (amount claimed to be owed), could be separated from its decision relating to the merits (whether or not any amount is legally owed).
9. OUTA's approach to defending this matter largely focuses on aspects relating to the legitimacy of the scheme as a whole, as reflected in the Supreme Court of Appeal's ruling regarding the possibility of a collateral challenge to that effect. The SCA ruling followed OUTA's extensive consultation with experts and persistent efforts to have the scheme abolished, which efforts continue and will continue.
10. Individual account queries and errors are considered to reflect on the many systemic flaws having transpired from SANRAL's attempts to enforce the alleged debts arising from e-Toll charges.
11. Due to the collective effort in representing a potentially innumerable members of OUTA, an appropriate platform for progress updates, case discussion, and requests for additional information will be established as circumstances may require and resource permit.

### 3. Power of Attorney

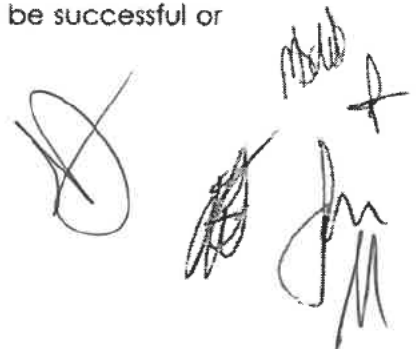
1. In light of the above, I/we, authorise OUTA's representation of my/our interests in relation hereto.
2. I/~~we~~ hereby give OUTA full power of attorney to facilitate the appointment of an attorney and/or advocate with regards to the above matter on my behalf.
3. I/~~we~~ understand that OUTA will bear the costs of the attorney and/or advocate appointed.
4. I/~~we~~ understand that I/we can withdraw this Power of Attorney at any time.
5. I/~~we~~ understand that a withdrawal of this Power of Attorney will be done at my/our own risk.
6. OUTA is not a law firm or a body of lawyers, but a non-profit organization which, amongst others activities, facilitates the legal defense of its members by practicing lawyers with regards to non-payment of e-tolls.
7. I/~~we~~ authorise OUTA to use its unfettered discretion in relation to the strategy going forward. Consequently, OUTA is authorised to consolidate my/our action with other similar actions for purposes of convenience and efficiency.

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8. I/~~we~~ acknowledge that it might be required to obtain additional authorisation and or to amend this mandate if circumstances require of OUTA to do so, wherefore I/we must keep our contact information as recorded with OUTA current and accurate.
9. I/~~we~~ cede any rights to an eventual cost order in my/our favour to OUTA due to its indemnity against such costs being incurred by me/us.
10. I/~~we~~ authorise OUTA to settle this matter on grounds deemed to be acceptable to the OUTA board, provided that I must be consulted if such a settlement could potentially affect my rights or interests adversely.
11. I/~~we~~ acknowledge that this power of attorney and mandate authorise me/us, being the defendant in the abovementioned matter, and therefore acknowledge that this instruction does not include authority to represent any other person or entity to which I/~~we~~ am/are connected, related, or otherwise familiar with.
12. I/~~we~~ warranty that this is the only power of attorney granted by me/us in this matter and I/we hereby expressly revoke any other such instruments.
13. This power of attorney shall be construed broadly and the listing of any specific powers is not intended to restrict the powers granted in terms hereof, provided that it shall not be construed as authorising OUTA to act on my behalf outside of the scope provided for herein.

#### 4. Risks, Responsibilities and Indemnity

1. I/~~we~~ accept responsibility for the accuracy and timing of information submitted to OUTA and acknowledge that insufficient or inaccurate information could be detrimental to OUTA's handling of this matter.
2. OUTA does not accept liability for the late filing of any court documents due to the late or incomplete submission of information relating to an action instituted against any member.
3. Legal representation will only be facilitated once all the documents required from the member have been received by OUTA's appointed case manager.
4. Every cited defendant is responsible to act promptly and without delay once a summons is received by the defendant.
5. OUTA's umbrella defense does not include rescission applications that might be required against judgments granted due to default (due to a lack of timely action to defend legal proceedings appropriately, i.e. in terms of the rules of court). Assistance could be offered to assist, but is not guaranteed.
6. I/we understand that it is impossible for either SANRAL or OUTA to predict whether its vindication of the matter will be successful or unsuccessful, in whole or in part.


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7. The proposed defence assistance does not extend to unlawful actions such as number plate cloning or traffic fines, or withholding of vehicle licenses because of non-payment of traffic fines and other related license fee penalties.
8. OUTA cannot and does not guarantee the outcome of any legal matter. OUTA will not be held liable for any damages suffered as a result of the grossly negligent or wilful behaviour of any instructed lawyer.
9. No assistance will be provided and will be retracted in the event that information is received indicating that an OUTA member was involved in any fraudulent activity regarding his/her/its e-toll account.
10. I/we understand that if this matter is unsuccessfully defended that I/we could be held liable for the amounts having been proven by SANRAL in a court of law for an e-toll account in arrears, including the possibility of being held liable for a portion or all legal fees reasonably incurred by SANRAL to enforce its claim.
11. I/we acknowledge that the defence against the subject claim could be influenced by whether or not I/we have ever signed up for e-Tolls, and also by whether or not I/we have ever made any payments towards e-Toll invoices, and also by whether or not I/we have somehow acknowledged indebtedness to SANRAL with regards to e-Toll.


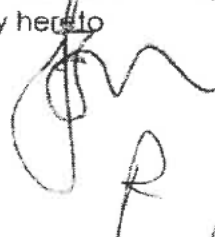




**5. Acceptance of Mandate**

1. Despite OUTA's abovementioned Umbrella Defence scheme and the content of this agreement, the mere submission of this form does not yet warrant representation as alluded to herein.
2. A confirmatory email (or sms, if email is unavailable) will be sent as confirmation of OUTA's acceptance of this mandate, which will constitute proof of acceptance of the mandate offered.

Thus done and signed at IRENE on this 21 day  
of April 2016.

For and on behalf of:   
(DEFENDANT - AS PER THE SUMMONS)

  
  
FULL NAMES & ID  
who warrants his/her  
authority hereto

As witnesses:

[REDACTED]

*[Signature]*

FULL NAMES & ID

[REDACTED]

*[Signature]*

FULL NAMES & ID

Thus done and signed at ICENE on this 21 day  
of April 2016.

For and on behalf of: THE ORGANISATION UNDOING TAX ABUSE

*[Signature]*

NAME OF OUTA BOARD MEMBER  
who warrants his/her authority hereto

*[Signatures]*

"FA2.1"

NUMBER	DEFENDANT NAME	COURT	CASE NO
1	OdorCure PTY LTD	High Court (Pta)	27507/16
2	Manso Transport	High Court (Pta)	22810/16
3	SB Transport CC	High Court (Pta)	23285/16
4	Privisol T/A Breakaway Transport	High Court (Pta)	22722/16
5	JM Botha Transport	High Court (Pta)	29054/16
6	Interland Distrib Cape	High Court (Pta)	24432/16
7	Interland Distrib Mogwase	High Court (Pta)	22724/16
8	AM Transport	High Court (Pta)	22723/16
9	Kolaine Transport	High Court (Pta)	22805/16
10	Seanfreight	High Court (Pta)	24431/16
11	Vivs Tippers	High Court (Pta)	24886/16
12	Labucon Investments	High Court (Pta)	24894/16
13	Culterra	High Court (Pta)	22804/16
14	Bravosat 37 CC	High Court (Pta)	28068/16
15	M K A Trucking	High Court (Pta)	25049/16
16	Hyperbuild	High Court (Pta)	28126/16
17	Consolidated Transport Rigging	High Court (Pta)	25059/16
18	Thandanani Transport	High Court (Pta)	25063/16
19	Energy Oil	High Court (Pta)	24890/16
20	Audi Center Johannesburg	High Court (Pta)	27899/16
21	Lumber and Pallet	High Court (Pta)	24520/16
22	Lynx Freight	High Court (Pta)	28061/16
23	Oryx Health and Hygiene Services	High Court (Pta)	28945/16
24	Nace Truck Maintenance	High Court (Pta)	28362/16
25	Stemmet Vervoer	High Court (Pta)	24896/16
26	MBM Bricks T/A Brick Warehouse	High Court (Pta)	27347/16
27	Delmon Mining Civils	High Court (Pta)	28127/16
28	Parrot Products	High Court (Pta)	29038/16
29	Cream Magenta 326	High Court (Pta)	24518/16
30	Fast & Furious Distributions	High Court (Pta)	24512/16
31	Franky's Trucking	High Court (Pta)	29102/16
32	Kopano Feul	High Court (Pta)	25042/16
33	Walkerville Hardware	High Court (Pta)	28405/16
34	SNG Freight Carriers	High Court (Pta)	28136/16
35	C & T Ceilings & Partitions-RD	High Court (Pta)	27353/16
36	Matrix Warehouse	High Court (Pta)	28673/16



37	Mecca Logistics	High Court (Pta)	22806/16
38	Raj Carriers (Raj Removals)	High Court (Pta)	29026/16
39	Zalax Investments	High Court (Pta)	28406/16
40	Aquila Carriers	High Court (Pta)	27232/16
41	Stellar Trans	High Court (Pta)	28059/16
42	Hendor Transport CC	High Court (Pta)	24507/16
43	Exactrans	High Court (Pta)	27734/16
44	Blue Core Logistics	High Court (Pta)	25065/16
45	Swannies Spoed Vervoer	High Court (Pta)	27893/16
46	Reegans Freight CC	High Court (Pta)	34541/16
47	Johnnys Liquor Hypermarket	High Court (Pta)	24516/16
48	Micromatica	High Court (Pta)	28396/16
49	JNM Construction	High Court (Pta)	29104/16
50	Classy Trade and Invest 9	High Court (Pta)	34546/16
51	Grub Route CC	High Court (Pta)	34547/16
52	Flinkdink Transport Klerksdorp	High Court (Pta)	28943/16
53	Fair Discounters	High Court (Pta)	28344/16
54	Distinctive Choice 1540	High Court (Pta)	28070/16
55	Cronimet (RSA) (PTY) LTD	High Court (Pta)	28068/16
56	Sneaker Snacks CC	High Court (Pta)	34552/16
57	Brasco Electrical 2001 CC	High Court (Pta)	34344/16
58	Hilton Logistics and Distributions	High Court (Pta)	29106/16
59	Simstone (Pty) Ltd	High Court (Pta)	27733/16
60	Local Freight Services	High Court (Pta)	34339/16
61	Rosaly Farms	High Court (Pta)	34513/16
62	PD Nixon Containers	High Court (Pta)	28139/16
63	Devland Cash & Carry (Pty) Ltd	High Court (Pta)	14977/18
64	Biz Africa 550 (Pty) Ltd	High Court (Pta)	18370/18
65	SA Transit Services CC	High Court (Pta)	25406/18
66	Wolff Logistics (Pty) Ltd	High Court (Pta)	25402/18
67	Motani Lounge (Pty) Ltd	High Court (Pta)	25404/18
68	JCB Transport (Pty) Ltd	High Court (Pta)	23621/18
69	Bras Trucking CC	High Court (Pta)	26863/18
70	HDJ International Marketing CC	High Court (Pta)	27654/18
71	Strutfast International (Pty) Ltd	High Court (Pta)	25401/18
72	Pentacon Civils (Pty) Ltd	High Court (Pta)	29416/18
73	Brodsky Trading 310 (Pty) Ltd	High Court (Pta)	25403/18
74	Trans Africa Freight CC	High Court (Pta)	29415/18
75	Ni-Da Trans (Pty) Ltd	High Court (Pta)	31699/18



76	Ni-Da Trans (Pty) Ltd	High Court (Pta)	32056/18
77	Diverse Towing and Logistix CC	High Court (Pta)	25387/18
78	Tems Fresh Meat Wholesalers (Pty) Ltd	High Court (Pta)	31702/18
79	Vincemus Investments (Pty) Ltd	High Court (Pta)	36597/2018
80	Clifford's Transport (Pty) Ltd	High Court (Pta)	23842/18
81	Gauteng Coaches (Pty) Ltd	High Court (Pta)	26719/18
82	MacDonald's Transport Uppington (Pty) Ltd	High Court (Pta)	36597/18
83	NGL Logistic Solutions	High Court (Pta)	74344/18
84	M3 Carriers (Pty) Ltd	High Court (Pta)	74343/18
85	Coldsure Distribution Services (Pty) Ltd	High Court (Pta)	74340/18
86	Mutch Transport (Pty) Ltd Brakpan	High Court (Pta)	22807/16
87	Alert Trokke CC	High Court (Pta)	69034/2018
88	Burger Emoyeni Skylights (Pty) Ltd	High Court (Pta)	71899/18
89	Neves Plumbing - Wholesale CC	High Court (Pta)	71900/18
90	Pretoria Boxx Manufacturers CC	High Court (Pta)	67814/18
91	Johnson Vervoer	High Court (Pta)	73032/18
92	Africa Vinegar CC	High Court (Pta)	67811/2018
93	SFP Security and Fire (Pty) Ltd	High Court (Pta)	88787/18
94	Marshalls (Pty) Ltd	High Court (Pta)	83636/18
95	Chris le Roux Toere CC	High Court (Pta)	24436/16
96	Qualelect Contractors (Pty) Ltd	High Court (Pta)	3174/19
97	GP Products CC	High Court (Pta)	88130/18
98	Expo Freight CC	High Court (Pta)	3173/2019
99	Tuskers Packaging Solutions CC	High Court (Pta)	3123/2019

