

## SWORN STATEMENT

I, the undersigned [REDACTED] No. [REDACTED] state under oath as follows:

1

I am an adult male businessman and live at [REDACTED]  
Johannesburg. My telephone number is [REDACTED]

2

I have been interviewed about matters concerning Mario Ferreira and Siemens going back to the late 90's early 2000's. I make this statement freely, voluntarily and without any undue influence in accordance with section 204 of the Criminal Procedures Act. Further, insofar as it may be necessary, subject to the provisions of section 105A of the Act; having been informed that my statement may incriminate me in various offences and notwithstanding the aforesaid, I may be called as a witness on behalf of the prosecution and further be required to answer questions which may incriminate me. However, if in the opinion of the court, I am found to have answered all questions frankly and honestly I will be discharged from prosecution on such charges or any competent verdict thereon. Further, that the contents hereof may not be utilised in any manner, or be regarded as admissible evidence in any trial against me.

### MARIO FERREIRA 'Ferreira'

3

I first met Ferreira sometime back, in or about 1996. I should mention that I was born and brought up in Kenya and had business dealings in and around East and Southern Africa over many years. One of the companies I used to deal with was Kenya Pipeline. Kenya Pipeline Company 'Pipeline' is a Kenyan state corporation that has the responsibility of transporting, storing and delivering petroleum products to the consumers of Kenya by its pipeline system and oil depot network. In 1996, Pipeline was busy with a project to install an oil pipe from Mombasa to Uganda, and I was looking for business from them. I was not the only person looking for business and met Ferreira at their offices, at Sekondi Road, in Nairobi. As I said already it would have been in or about 1996. The person I dealt with at Kenya Pipeline was a Mr Joseph Ruto, who has since passed away. I also had dealings with Kenya Power & Lighting, and dealt with a Mr Samuel Gichuru, who was the CEO, and has since left.

4

To the best of my knowledge and belief, Ferreira was a director in Siemens at the time, based in Johannesburg. Ferreira told me that he was looking for an 'East Africa Agent'. He made it clear to me that he needed someone that could open doors and 'facilitate' contracts for Siemens. He also made it clear that I would be handsomely rewarded for 'facilitating' contracts.

5

In due course Ferreira had me fly to Johannesburg and it was here that I met with him and a Doctor Klaus Doring, who I was led to believe was the CEO of Siemens in South Africa at that time. Ferreira then told me I should use a company, if I was to act as the 'middleman' on contracts that Siemens would be engaged in. It was at this point that I introduced him to an East African Indian, by the name of KD Patel. I previously knew the Patels, and sometimes stayed at their house in Bletchingley, near Gatwick Airport in the UK. I would have introduced Ferreira to KD Patel at the Grand Regency Hotel in Nairobi, where Patel were staying, on a visit from the UK. I came to the understanding that Ferreira had various meetings with Patel after this, to discuss how things would be structured with regard to a company set-up. I was not involved in those meetings and do not know what took place,

*[Handwritten initials]*

but clearly a plan was hatched that involved me, without my knowledge. I am only now aware of the true extent of the plan, after I have been shown all the various documents that will form part of this sworn statement.

**TELWARD LIMITED 'Telward'**

6

To the best of my knowledge and belief KD Patel formed the company Telward Ltd. I was NEVER involved in any of the secretarial or book-keeping work in respect of the formation of Telward. I was to be the 'front' of Telward and was to be an 80% shareholder, and the Patel's to be a 20% shareholder. I believe that Ferreira arranged all of this with KD Patel. I did not believe that there would be any proper trading activities going on, other than the link with Siemens. If there was anything else, I had no knowledge of it. It was agreed in advance that for 'fronting' the company Telward Ltd, I would be paid an amount of USD 350,000.00 and any additional money that came through, over and above USD350,000.00 would be paid to Patel or anyone he or Ferreira nominated. I would say that half the time Patel would tell me who to pay and the other half, Ferreira would decide. The bank cheques would be drawn on my bank account at ABN Ambro in London. I did not keep a list of what cheques were paid. However, cheques to the tune of approximately USD 1,500,000-00 would have been drawn over a period of about three years, from 2001 to 2003. It is now clear to me that this company, Telward, was set up to facilitate fake contracts in respect of the Bank of Tanzania, to enable payments to be made by Siemens to persons, whose identities would be concealed through this process. To the best of my knowledge and belief, Telward had no bank account, so all payments were channelled through my own bank account at ABN Amro in London.

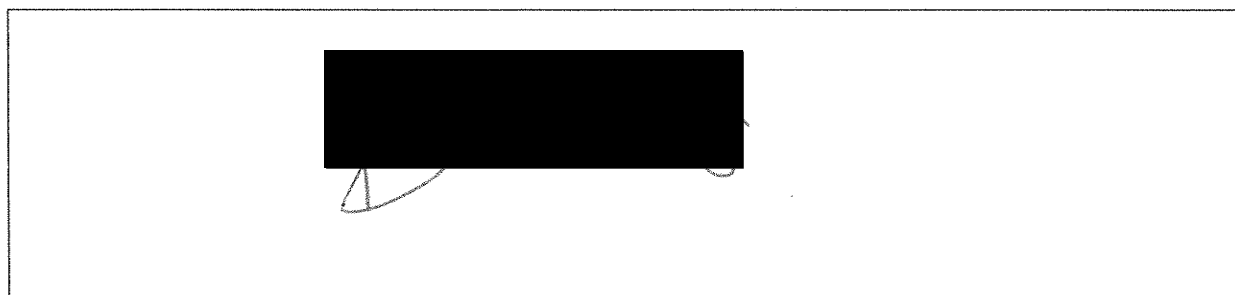
**DOCUMENTS**

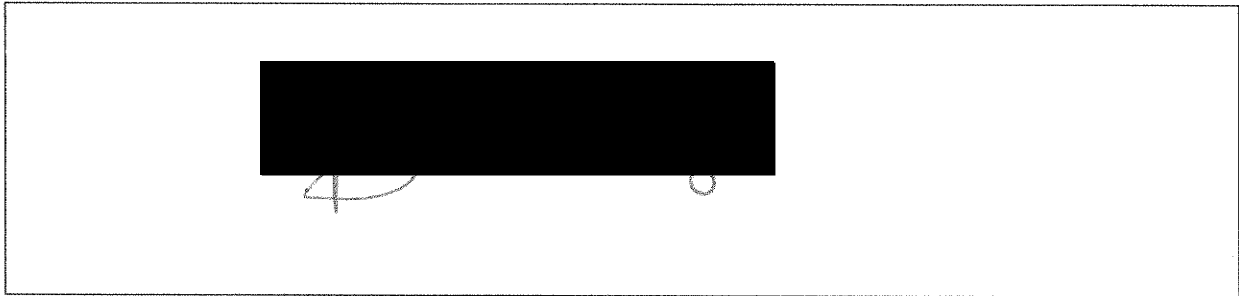
7

I will now go through some of the contracts and other documents, that have been shown to me by the investigators:

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The first set of documents are contracts between Siemens and Telward relating to a contract at the Bank of Tanzania 'BOT'. These contracts, purporting to bear my signature, are copied and attached hereto as Annexure 'HSS-1'. For the avoidance of doubt, I want to make it clear that where the document purports to show my signature, same is a forgery. I do not know who forged my signature, and never gave anyone permission to forge my signature. It is clear to me that the purpose of the various contracts, is to create a purported contractual relationship between Siemens and Telward, for the purpose of paying monies over, purportedly to Telward. For the avoidance of doubt, and for forensic analysis, I place two genuine specimen signatures below:





9

Next I refer to some documents, purporting to be two invoices, namely Invoice 001 dated 08/10/2003 in the amount of USD260,000-00 and invoice 002, dated 30/11/2003 in the amount of USD120,000. I attach these as Annexure 'HSS-2' and confirm that there are also forgeries of my signature placed thereon. Again no permission was given for this and I do not know who did it.

10

I now refer to a letter dated 20 July 2004, addressed to Siemens, with an Invoice in the amount of USD480,000 and an internal payment request of Siemens. I confirm that the signature on the letter is also a forgery of my signature. These two pages are attached as Annexure 'HSS-3'. I recall KD Patel telling me at the time, that there would be a large payment coming through, and I suppose that this relates to that payment. Again, I confirm that I did not give permission to anyone to forge my signature. I recognise the 3<sup>rd</sup>, undated signature on the payment request as that of Ferreira.

11

I now refer to an invoice dated 27 Aug 04, in the amount of USD210,000 attached to an internal payment advice from Siemens. This is attached as Annexure 'HSS-4'. I also note that the signature on the invoice is a forgery of my signature. I seem to recall that by this time, Ferreira had departed from Siemens. To my knowledge this invoice was paid.

12

I now turn to the invoice dated 14 Oct 04, in the amount of USD210,000 and part-completed internal 'payment request' document, which I attach as Annexure 'HSS-5'. I note that this is dated the day after the meeting held between myself and Siemens, whereat Ferreira led the meeting. This was after Ferreira had left Siemens. Again this is a forgery of my signature on the invoice.

13

I now pause to mention the period after Ferreira left Siemens. Ferreira and KD Patel approached me and said I must help them get the rest of the money from Siemens, in respect of Bank of Tanzania. I understood that an amount of about USD 1 million was being claimed. Ferreira instructed me to phone Siemens and tell them if we did not get the money there would be problems in the contract. I did not elaborate, but assumed they (Siemens) would assume, they would have trouble getting payment in the future on the Tanzanian bank contract if we were not paid. During this process and throughout all dealings with Siemens I had to pretend that I was 'Telward' and I never brought the existence of Patel fully into the picture with Siemens, other than in private discussions with Ferreira, who obviously knew that KD Patel was the real person behind Telward.

14

Ferreira then had me convene a meeting with himself and a representative of Siemens, as Siemens did not want to pay any further monies to Telward. This meeting took place in my office at 112, 4<sup>th</sup> Street, Parkmore, Johannesburg on 2004-10-13. Ferreira was joined by Tom Dubec, who I understand used to work at Siemens, but had left with Ferreira and was now working with Ferreira out of my offices. Although I was supposed to be fronting Telward, Ferreira led the meeting and told the guy from Siemens that if the outstanding monies were not paid, there would be problems with

the payment from BOT to Siemens. The Siemens person asked me questions about the Bank of Tanzania contract, but I could not give proper answers as I had no knowledge of that contract, so Ferreira answered all the questions for me. It seemed that payments would then continue and I had to submit some due diligence information. I guess by this stage, that Siemens must have figured out that there was no involvement by Telward, in the contract with BOT and they had become suspicious.

15

On 2004-10-21, at the request of Ferreira, I caused a facsimile to be sent to Siemens, comprising one cover page and four pages of a form called 'Due Diligence Questionnaire'. These five pages are attached as **Annexure 'HSS-6'**. Although the signature on the cover letter and at the end of the form are recognised as mine, I did NOT complete the form myself. From memory I seem to recall that the form was completed by KD Patel, or someone from that side and sent to me, so all I had to do was sign and send it to Siemens, which I did. Again I was just like a 'puppet' and did what I was told, as I felt I was obliged to do, for the USD350,000-00 I had received.

16

I attach as **Annexure 'HSS-7'** two e-mails, one being a receipt from Siemens of my fax, and the other being a response to that mail, dealing with queries on the contract value paid out by that time. Although the response was sent by my manager Karl Malan, he had no personal knowledge of the technical contents, which were drafted for us by Ferreira. In this regard, I confirm that I had no knowledge of the workings of the contract between Group Five, Siemens and Bank of Tanzania. I was simply being used to 'front' Telward and facilitate the payments to be received by Telward from Siemens, in the amount of USD1,850,000-00, of which USD1,500,000 was paid by me on the instructions of the Patels and/or Ferreira and the balance of USD350,000 was retained by me as my 'fee' for allowing the process to go through my bank.

17

I now attach as **Annexure 'HSS-8'**, two pages, the first being a letter addressed to me by Siemens, dated 25 October 2004, which showed an amount outstanding on the 'contracts' of USD980,000 and a response signed by myself and Karl Malan, dated 25 October 2004, wherein we agreed with the figures. I should mention that it was Ferreira that saw the note from Siemens and drafted my response for me.

18

Out of the blue, when we thought payment was imminent, we received three letters from Siemens dated 08 November 2004, true copies of which I attach as **Annexure 'HSS-9'**. I think by this stage it had become clear to Siemens that the so-called contracts between Siemens and Telward, were nothing more than a process to remove cash from Siemens, and that no value was being given in return therefore.

19

I immediately handed the letters to Ferreira. Ferreira drafted a response for me to send back to them, which I duly did on the same day by facsimile and attach true copies thereof as **Annexure 'HSS-10'**. I should mention that Ferreira typed the letter himself and handed it to me for signature and sending. I again pause to mention that I would not have had the technical ability to answer the Siemens letters as I had no knowledge of the dealings on the purported Bank of Tanzania contracts. I should also mention that Ferreira had, after leaving Siemens, started spending about four hours each weekday at my offices. I provided him with a desk and he worked from there. Tom Dubec was also joining him at my offices on a daily basis. He used my office as his base whilst he was building offices for himself in Pretoria.

20

We then received a letter dated 19 November 2004, from Siemens, a true copy of which I attach as **Annexure 'HSS-11'**. This was received on my fax machine at 011 884 0928. I immediately gave it to Ferreira. Ferreira said he would appoint attorneys to deal with the matter and I should not have to worry any further. He then appointed Paul Casasola attorney to deal with the matter. I recall him saying '*Let's get the lawyer and go after them*'. At this stage Paul Casasola was working for me at my offices, on a retainer basis. After he took on this job against Siemens, he ended up moving across to Ferreira. He stopped working for me after we fell out about the house in Centurion, that Ferreira was at that time building for me. There was a dispute about the amount to be paid for the balance on the house Ferreira was building for me, and Casasola did not look after my interests. There was also a property I had in Midrand, near Gallagher Estate, it was about 3 hectares and I put the land up and was supposed to share in the profit. I trusted Ferreira to pay me a profit at the end, about R25m as per his calculations, and he duped me and Paul Casasola did not help me and ended working for him full time after that. As I recall there was about 171 houses built there. I did not receive my share.

21

I attach as **Annexure 'HSS-12'**, an exchange of correspondence between Paul Casasola, now Mario Ferreira's attorney and Siemens. I confirm that I did not instruct Casasola to send those letters. Casasola was instructed by Ferreira and I had no knowledge about this. I am seeing these letters now for the first time.

22

I attach as **Annexure 'HSS-13'** a bundle of documents which appears to be a request for arbitration by Telward against Siemens, together with a '**STATEMENT OF CLAIM**'. I am seeing these documents now for the very first time. I can confirm that I played no part in drawing up that document, and it was clearly done by Ferreira's now attorney, Casasola. I also confirm that any signatures thereon, which purport to be my signature, other than the signature on the copy letter/fax dated 25 October 2004, are forgeries and are not my own signature. I repeat I never gave anyone permission to forge my signature.

23

I attach as **Annexure 'HSS-14'** a bundle of documents, which appears to be a Notice in terms of Rule 35(3) of the rules of court. The bundle includes true copies of certain bank statements of mine. Again, apart from the bank statements, I am seeing this document now, today, for the very first time. I note that there are one or two queries, in respect of payments from Ferreira to myself, in this Rule 35(3) Notice. I wish to explain these, for the sake of clarity and removing suspicion against me. The payments were deposits from Ferreira to myself, in respect of the land I have previously mentioned, in Midrand, that was subsequently developed by Ferreira. There is a further query, in respect of an amount of USD65,000-00 paid to 'ISM' on 9 September 2004. I confirm that I have no knowledge as to who ISM are and this would have just been another of the payments made out of my bank account, from the monies received from Siemens and then paid out by me, as instructed by Ferreira. I admit that there were no goods and services supplied to any of the Siemens contracts with Telward Limited, and that same was a sham, to provide for cash payments.

24

In respect of the forgeries to my signature on the fake contracts, I request that the police take all necessary steps to ascertain who did this and prosecute them.

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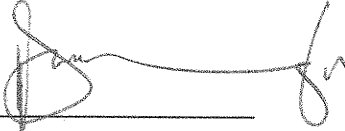
Prior to me signing this statement, I have carefully read through it and am satisfied that the facts are correctly and accurately recorded. I do however reserve the right to make a supplemental statement, should anything else to come to mind, as this statement is based on my recollection of

events from ten years ago. The following questions were put to me in person by the commissioner of oaths and I entered the answers thereto in my own handwriting:

'Do you know and understand the contents of this statement?' YES

'Do you have any objection to taking the prescribed oath?' NO

'Do you consider the prescribed oath binding on your conscience?' YES

  
[REDACTED]

I certify that the deponent has acknowledged that he knows and understands the contents of this statement which was sworn to before me and the deponents signature was placed thereon in my presence at **GALLO MANOR** on **TWENTY SIXTH** day of **SEPTEMBER 2015**

  
**S LEBEA**  
**0454799-3**

Commissioner of Oaths

**Sgt.**  
**117 BOWLING AVE.**  
**GALLO MANOR**

**SUNDAY LEBEA**  
**072 344 7303**

**SOUTH AFRICAN POLICE SERVICES**  
**CLIENT SERVICES CENTRE**  
**GALLO MANOR**  
**2015 -09- 26**  
**KLIENTE DIENSTSENTRUM**  
**GALLO MANOR**  
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