

CONTRACT OF EMPLOYMENT

ENTERED INTO BETWEEN
(hereafter referred to as the Company or Employer)

and
(hereafter called the Worker or Employee)

1. DEFINITIONS

- 1.1 The clause headings in this agreement and its annexures are for reference purposes only and shall not be used in the interpretation thereof.
- 1.2 In this agreement and its annexures, unless the context clearly indicates a contrary intention, the following expressions bear the meanings assigned to them below (and cognate expressions bear corresponding meanings):
 - 1.2.1 expression/s which denote any one gender, shall include the other genders;
 - 1.2.2 a person shall include a natural person, company, partnership, close corporation or other legal personae;
 - 1.2.3 the singular shall include the plural and vice versa.
- 1.3 When any particular number of days is provided for executing any act for any other purpose, the reckoning shall exclude the first day and shall include the last day, which shall be a business day and shall include all Saturdays, Sundays and Public Holidays that occur during the period.

2. CAPACITY OF EMPLOYMENT

- 2.1 The Employee is employed as a

3. COMMENCEMENT AND DURATION OF CONTRACT

- 3.1 Notwithstanding the date of signature hereof, this contract shall commence on 1 February 2022.

4. DUTIES OF THE EMPLOYEE

In addition to the normal duties expected of an employee employed in the capacity as defined in Section 2, the employee will be expected to carry out any other reasonable instruction within his/her ability, and that can reasonably be expected from an employee employed in the said capacity.

5. WORKING HOURS

- 5.1 **NORMAL WORKING HOURS**
Working hours will be as follows:
MONDAYS-FRIDAYS: 08h30-17h00
SATURDAYS: Should the situation demand such, and at management’s discretion, the employee agrees that, notwithstanding any provision to the contrary in the Basic Conditions of Employment Act, Saturday work is an express condition of employment, remuneration for such forming part of the salary package as specified in section 5.1.
- 5.2 **OVERTIME**
The employee is hereby notified and agrees that working overtime is an express condition of the contract of employment with the Company. Further, notwithstanding any provision to the contrary in the Basic Conditions of Employment Act, the employee agrees to work overtime as and when required by the employer, remuneration for such forming part of the standard gross remuneration of the employee, as specified in section 6.1.

6. REMUNERATION

- 6.1 The employee will be employed at a gross salary of R10,000.00 (ten thousand rand) per month.
- 6.2 Packages will be reviewed annually on the date of commencement of employment.
- 6.3 Notwithstanding the above-mentioned review, annual package increases are at the sole discretion of management.

7. ANNUAL LEAVE

- 7.1 During the first five years of service, the employee is entitled to 15 working days (21 consecutive days) leave per annum.
- 7.2 After five years continuous service has been completed, annual leave increases to 20 working days per annum.
- 7.3 On appointment as a Director within the Group, annual leave increases to 25 working days per annum.
- 7.4 Leave may not be accumulated. Accordingly, the employee shall, upon termination of employment, be entitled to payment for a maximum of the leave accrued over one year only. Any leave due to the employee over and above this shall be forfeited by the employee.
- 7.5 Workers must apply for leave, in writing, at least 30 days before it comes into effect. The decision to grant leave, subject to the provisions of section 7.4, is at the sole discretion of Section Heads or the Directors.
- 7.6 Holiday leave will not overlap with sick leave.
- 7.7 Leave may not be taken during notice time.

8. SICK LEAVE

- 8.1 Under the following circumstances the employee must produce a valid medical certificate:
 - (i) where two or more consecutive days' sick leave are taken;
 - (ii) where two or more days' sick leave (not necessarily consecutive) are taken within an eight-week period;
 - (iii) where sick leave is taken on a Friday, Monday, or on a day preceding or following a long weekend or public holiday.If no medical certificate is provided, the employer is not obliged to pay the employee for any absence related to illness, and disciplinary action may be taken against the employee.
- 8.2 The employee guarantees that at the time of signing the agreement, as far as he/she is aware, he/she is:
 - (i) free of any terminal illness; and
 - (ii) free of any contagious illness;
 - (iii) free of any illness or disability that does or could prohibit him/her from being fully functional in the position for which he/she is being hired, as described in Section 2 of this contract.

9. MEDICAL AID

- 9.1 Although the Company does have a medical aid scheme, membership of such is not compulsory.
- 9.2 Should the employee elect to join the Company's medical aid scheme, the cost of such shall form part of the existing total cost of employment of the employee, as detailed in 6.1. It is recorded that the total cost of employment shall not increase as a result of the employee having joined the medical aid scheme.

10. NOTICE OF RESIGNATION

- 10.1 Should the employee wish to resign from the Company, one calendar months' notice is required.
- 10.2 Notice must be in writing.
- 10.3 Notice may not overlap with annual leave.
- 10.4 Notice may not overlap with sick leave.

11. CONCESSIONS AND DEVIATIONS

Any concessions or deviations from the agreement of employment will not be regarded as an amendment of the agreement of employment.

12. CONFIDENTIALITY

The employee hereby agrees to sign and be bound by the confidentiality undertaking of this company.

13. COPYRIGHT

The employee hereby agrees to sign and be bound by the copyright requirements of the group.

14. RESTRAINT OF TRADE

The employee hereby agrees to sign and be bound by the restraint of trade requirements of the group.

15. PRIVATE WORK

- 15.1 The employee shall not be entitled to work, during or outside normal working hours, for any other employer, or conduct his/her own business, unless the nature and extent of his/her involvement has been revealed, in writing, to the employer, the work is unrelated to the work conducted by the employer, and the written consent of the employer has been obtained. A further condition is that the undertaking of the other employer's business or employee's business interests (close corporation, company, etcetera) shall not, directly or indirectly, be in competition with the undertaking of the employer and the employee's involvement may not in any way whatsoever detrimentally affect the employee's work or his/her working relationship with the employer.
- 15.2 Notwithstanding the provisions of 15.1, the employee undertakes not to engage in any activities that could either distract from the proper performance of the employee's duties or services or that could be in conflict with business of the Company.

16. DECLARATION

The employee hereby agrees to notify the employer should he/she ever have been the subject of a disciplinary hearing and/or enquiry. Such notification shall be made in writing.

17. REIMBURSIVE EXPENSES

The employee acknowledges and agrees that in accordance with the seniority and nature of his/her appointment, the entertainment of clients and/or suppliers is necessary and expected by the company. Any costs associated with such (substantiated through the provision of the relevant documentation) shall be reimbursed by the Company.

18. TRAVEL AND TRAVEL EXPENSES

- 18.1 In order for the employee to carry out his/ her duties under this agreement, he/she will be required to use his/her private motor vehicle and will consequently incur expenses in connection with the financing, licensing, insurance, maintenance, upkeep, running and repair of that car.
- 18.2 The Company will consequently pay the employee a monthly allowance, to be reviewed annually at the company's sole discretion, to meet the expenses referred to in 18.1. The amount of the allowance will be advised to the employee from time to time and is subject to the policies and procedures as may be determined by the company's directors from time to time.

19. COMPANY MOTOR VEHICLES

The employee agrees that any Company vehicle driven by himself/herself is subject to the rules and regulations as stipulated in the Company motor vehicle policy.

20. GENERAL

- 20.1 It is recorded that neither party to this agreement is relying on any representations or undertakings not recorded in this agreement.
- 20.2 This agreement and its annexures shall constitute the entire agreement between the employee and the Company and no variation, alteration or addition shall be of any force or effect between them unless reduced to writing and signed by or on behalf of both parties in the presence of undersigned witnesses.
- 20.3 No indulgence, leniency or extension of time that either of the parties may grant or show each other, in the event of claims or disputes between them in terms of this agreement, shall in any way whatsoever prejudice any of them, preclude any of them from exercising any of their rights or constitute a waiver or a limitation of any of their respective rights.
- 20.4 By undersigning this agreement, the parties acknowledge the receipt of a copy of this agreement and confirm that they have read and understood the contents thereof.
- 20.5 The parties to this agreement undertake to hold themselves respectively legally bound by this agreement and undertake to make use of their best endeavour to observe the provisions contained therein, in both the letter and spirit thereof.
- 20.6 The employer agrees to make a clear and unambiguous press statement confirming the appointment of the employee.
- 20.7 It is a material term and condition of this agreement that it shall remain confidential as between the parties, and neither party shall in any way divulge the contents of this agreement to any other third party, save for the purposes of enforcing the agreement or where such party is obliged to divulge the contents of this agreement in terms of any law.

21. BREACH

Save as otherwise provided for herein, should the employee commit a breach of any provision of this agreement and fail to remedy such breach within 7 (seven) days of receiving written notice from the Company requiring it to do so, then the company shall be entitled, without prejudice to its other rights in law, to cancel this agreement or to claim immediate specific performance of all of the employee’s obligations in terms of this agreement, without prejudice to the Company’s right to claim damages.

22. DOMICILIUM AND NOTICES

22.1 The parties choose *domicilium citandi et executandi* (*‘domicilium’*) for all purposes arising from or pursuant to this agreement, as follows:

22.1.1 the Company

22.1.2 the employee

22.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its *domicilium* to any other address, within the Republic of South Africa, that is not a post office box or *poste restante*.

22.3 Any notice given and any payment made by either party to the other (*‘the addressee’*), which:

22.3.1 is delivered by hand during the normal business hours of the addressee at the addressee’s *domicilium* for the time being shall be rebuttably presumed to have been received by the addressee at the time of delivery;

22.3.2 is sent by telefacsimile during the normal business hours of the addressee to the addressee’s *domicilium* for the time being shall be rebuttably presumed to have been received on the first business day succeeding the day on which the telefacsimile is transmitted; and or

22.3.3 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee’s *domicilium* for the time being shall be rebuttably presumed to have been received by the addressee on the seventh day after the date of posting.

23. AMENDMENTS

This agreement revokes all previous agreements and understandings and can be altered only in writing. If the agreement should be altered in any way, it will be verified by a signature.

I, the undersigned employee, being of sound mind, do hereby acknowledge understanding and acceptance of the above-mentioned conditions. This is duly signed on this the

..... day of2022.

Employee:

For the Company: