

EMPLOYMENT CONTRACT

made by and entered into by and between

.....
(hereinafter referred to as 'the company')

and

.....
(hereinafter referred to as 'the employee')

WHEREAS

The company and the employee agree as follows:

1. Nature of employment and probationary period

- 1.1 The company shall employ the employee and the employee shall serve the company in the capacity of..... It is recorded that the employee's starting date of employment with the company is.....
- 1.2 The employee's employment is subject to a probationary period of 3 (three) months, during which time his/her work performance will be monitored with a view to assessing the employee's suitability for the position.
- 1.3 The company shall employ the employee and the employee shall serve the company in the capacity as aforesaid, or in any such other capacity of a like status as the company may require from time to time.
- 1.4 The company shall be entitled to transfer the employee to any other business of the company, in any such other capacity of a like status.

2. Remuneration

- 2.1 The employee's remuneration with the company shall be the sum of R..... per month/week, payable in arrears.
- 2.2 It is recorded that all remuneration increases in the company are based upon company assessment of the employee's individual work performance and abilities, together with the overall financial performance of the company's business as a whole during the preceding financial year. This contract does not create any expectation of guaranteed remuneration increases. Any remuneration increases are solely within the discretion of the company.
- 2.3 The company will abide by stipulated minimum wages promulgated in terms of any relevant legislation from time to time (if applicable).

3. Housing (delete if not applicable)

- 3.1 The company will provide to the employee a housing allowance to the value of.....
- 3.2 The provision of this employment benefit to employees is within the sole discretion of the company.

4. Vehicle allowance (delete if not applicable)

- 4.1 The company shall provide the employee a motor vehicle, for both private and business use, the make, model and specification of which falls within the sole discretion of the company. The company's decision in respect of the vehicle provided to the employee will be final and no expectation of any nature whatsoever is hereby created for the employee to receive or be allocated any other vehicle or other make of vehicle.
- 4.2 The company shall pay any insurance premium in respect of the vehicle provided to the employee (delete if not applicable).
- 4.3 The company shall pay all fuel and maintenance costs in respect of the vehicle (delete if not applicable).
- 4.4 The provision of this employment benefit to employees is within the sole discretion of the company.

5. Annual bonus

- 5.1 All annual bonuses paid by the company to employees are discretionary and not guaranteed. In exercising its discretion, the company will take the employee's performance into account, as well as the financial situation of the company and its ability to pay such annual bonus.
- 5.2 In the event of annual bonuses being paid by the company to employees, such bonuses will be paid at the end of a particular calendar year.
- 5.3 Annual bonuses will furthermore only be payable to employees who are actually employed by the company at the time of the payment of the said annual bonuses, and no bonuses whatsoever shall be payable to employees not in the actual employment of the company at such time.

6. Employee's powers and duties

- 6.1 As an employee of the company, the employee shall:
 - 6.1.1 perform all such duties and exercise all such powers in relation to the business of the company as may from time to time be vested in or assigned to him/her by the company;
 - 6.1.2 comply with all directives from time to time given to him/her by the company and with all rules and regulations from time to time laid down by the company concerning its employees;
 - 6.1.3 abide by bone fide work practices in his/her relationship with the company and/or its clients;
 - 6.1.4 devote the whole of his/her time, attention and abilities during business hours to the discharge of his/her duties under his/her agreement;
 - 6.1.5 use his/her best endeavours properly to conduct, improve, extend, develop, promote, protect and preserve the business interest, reputation and goodwill of the company and carry out his/her duties in a proper, loyal and efficient manner;
 - 6.1.6 not incite or attempt to induce any other employee of the company to partake in any form of industrial or collective action considered by common law or legislation applicable from time to time to be prohibited, unfair or unlawful. Employees record that they commit themselves to industrial peace in the company's business;
 - 6.1.7 be prepared to subject him/herself to searches or any other investigations carried out by the company from time to time, in respect of issues relating to safety, security, discipline and loss control;
 - 6.1.8 undergo or attend any training or other courses the company in its sole discretion may require the employee to undergo or attend from time to time. The company shall be liable for the costs and expenses of such training courses;

6.1.9 undergo any medical or other examination required by the company from time to time, in circumstances where the company wishes to ascertain the state of mental or physical health of the employee;

6.1.10 not be entitled to be directly or indirectly employed by any other person or business concern whatsoever without the knowledge and prior written consent of the company.

6.2 It shall be part of the normal duties of the employee at all times to consider in what manner and by what new methods or devices the products, services, processes, equipment or systems of the company with which he/she is concerned or for which he/she is responsible, might be improved, and promptly to give to the secretary of the company full details of any invention or improvement which he/she may from time to time make or discover in the course of his/her duties, and to further the interest of the company's undertaking with regard thereto. Any such invention or improvement shall be the property of the company and the employee shall take all steps as may be necessary and reasonably required by the company at the sole expense of the company or associated company to procure that the company obtains complete and exclusive legal title to any such invention or improvement.

7. Provident fund (delete if not applicable)

7.1 Membership of the company's provident fund shall be compulsory. The employee shall be liable for a monthly contribution as set out in the rules and regulations of the fund. The said amount will be deducted monthly from the employee's salary, with his/her agreement being his/her authorisation thereto.

8. Medical aid fund (delete if not applicable)

8.1 The employee is entitled, but not obliged, to join the company's medical aid fund, the rules, terms and conditions of which will be made available to the employee upon request. The employee contributes 50% of the employee's contributions to the fund, and the company the remaining 50% only in respect of the employee. The employee contributes 100% of all payments to the medical aid fund in respect of the employee's dependents who are members, beneficiaries or covered by the fund, if any.

9. Leave

9.1 The company grants 21 (twenty one) consecutive or 15 (fifteen) working days' annual leave on full pay to the employee.

9.2 Leave is granted subject to the approval of the department head. A leave application form must be completed and handed timeously to the personnel department in order that the application be considered. The employee may be required to take his/her leave during the annual shutdown period of the company.

9.3 During the employee's first year of service his/her leave entitlement will be pro rata.

9.4 After completing four months service the employee will become entitled to 3 (three) days paid family responsibility leave provided that the employee furnish proof of the leave and provided that the leave is genuinely required:

9.4.1 for the purposes of a birth, death or illness of the employee's child; or

9.4.2 in the event of the death of the employee's spouse, life partner, parent, adoptive parent, adopted child, grandparent or sibling.

10. Sick leave

10.1 The employee shall be entitled to 30 (thirty) working days' paid sick leave during each period of 36 (thirty six) consecutive months for which he/she is employed by the company.

- 10.2 The employee shall notify the company as soon as possible, but not later than the end of the first day absent, if he/she is absent from work for reasons of illness or any other reason whatsoever. The employee shall provide the company with a medical certificate of a registered medical practitioner when his/her absence from work extends for more than 2 (two) calendar days.
- 10.3 This agreement further serves as consent to the company by the employee, for the company to obtain, peruse or make inquiries into any medical reports, consultation notes or any other documentation, with any of the employee's medical practitioners, in any way relating to the said medical certificate presented by the employee to the company.

11. Working hours

- 11.1 The company's hours of work are from..... to..... on all weekdays, Monday to Friday.
- 11.2 The prescribed breaks during the working day of an employee will be structured as follows:
- 11.2.1;
- 11.2.2;
- 11.2.3
- 11.3 The employee is required to work overtime, if and whenever required by the company, at the discretion of the company, and may not refuse to work such overtime requested.
- 11.4 The company undertakes to give employees reasonable prior notice in respect of overtime to be worked, save in exceptional emergency situations in which event overtime shall be worked without any prior notice by the company to the employee.
- 11.5 All overtime worked will be worked and remunerated in accordance with the provisions of any legislation applicable to the company from time to time.

12. Termination of employment

- 12.1 The employee's employment with the company may be terminated by him/her or by the company upon giving 30 (thirty) days notice to the party concerned.
- 12.2 This clause however does not in any way prejudice or affect the rights of the company to terminate the employment of the employee without any notice, where such manner of termination is justified by the provisions of common law and the rules of the company applicable from time to time or as per relevant labour law.

13. Maternity leave (delete if not applicable)

- 13.1 The company shall grant..... months' maternity leave within the provision of the Basic Conditions of Employment Act/sector determination/collective agreement.

14. Disclosure

- 14.1 The employee is required to disclose and declare all outside or other interests which are or may potentially be in conflict with the interests of the company. The company may require the employee to refrain from such activities, which request he/she is obliged to observe.
- 14.2 The employee is further obliged to disclose forthwith to the company any of the following:
- 14.2.1 any mental health or any medical deficiencies, conditions or any such circumstances which could detrimentally affect or in any way influence the employee's employment or the fulfillment thereof with the company, as soon as the employee becomes aware of the same;

14.2.2 any criminal offence specified in Schedule 1 of the Criminal Procedure Act, No 51 of 1977 or any amendment or variations thereof from time to time, of which the employee has been convicted.

15. Confidentiality

- 15.1 The employee is required to keep confidential and not to disclose any of the company's trade secrets, confidential documentation, technical know-how and data, drawings, systems, chemical formulae, methods, software, processes, client lists, programmes, marketing and/or financial information to any person other than to persons employed and/or authorised by the company or associated company (where applicable) who are required to know such secrets or information for the purpose of their employment and/or association with the company, both during the continuance of his/her employment hereunder or thereafter.
- 15.2 The company and the employee hereby acknowledge that the confidential information represents a substantial monetary value to the company.
- 15.3 The employee shall adhere to the above obligation not to disclose any confidential information to any undertaking, firm, company or person with which the company may at any time be in technical competition, co-operation or association.
- 15.4 The employee acknowledges that the aforesaid obligation shall remain in force indefinitely and notwithstanding termination of his/her contract for any reason whatsoever.

16. Restraint of trade

- 16.1 In this particular clause, the following words will have the following meanings:
- 16.1.1 'Business' shall mean any person, business, company, association, corporation, partnership, undertaking, whether incorporated or not;
- 16.1.2 'Interest/Interested' shall mean interested or concerned, directly or indirectly, whether as proprietor, partner, shareholder, employee, agent, financier, shareholder or in any other capacity whatsoever, and/or permitting his/her name to be used in connection with or in any manner relating thereto;
- 16.1.3 'The territory' shall mean.....
- 16.2 The employee records that he/she agrees to this restraint of trade in consideration of:
- 16.2.1 all benefits which has or will accrue to him/her from the company;
- 16.2.2 his/her knowledge of and/or access to the business methods, business secrets, technological information and data and/or manufacturing methods of the company, which are to be known to and which will be gained by him/her;
- 16.2.3 the goodwill factor and technological, manufacturing and sales expertise in a business and/or undertaking such as the business and/or undertaking of the company;
- 16.2.4 the confidential nature of the information, documentation and other data relating to the customers and suppliers of the company, which are available to the employee.
- 16.3 In terms of this restraint of trade, the employee specifically undertakes and agrees:
- 16.3.1 not to be interested in any business in the territory which carries on business, manufactures, sells or supplies any commodity or goods, brokers or acts as agent in the sale or supply of any commodity or goods and/or performs or renders any service, in competition with or identical or similar or comparative to that carried on, sold, supplied, brokered or performed by the company during the period of the employment of the employee up to and including the last day of the employment of the employee;
- 16.3.2 not to solicit the custom of or deal with or in any way transact with, in competition to the company, any business, company, firm, undertaking, association or person which during the period of 3 (three) years preceding the date of termination of the

employment of the employee has been a customer or supplier of the company in the territory;

16.3.3 not to directly or indirectly offer employment to or in any way cause to be employed any person who was employed by the company as at the termination of the employment of the employee with the company or at any time within a period of 3 (three) years immediately preceding such termination.

16.4 Each and every restraint in this entire clause shall operate and be valid and binding for a period of..... year(s), calculated from the date of termination of the employment of the employee with the company.

16.5 Each restraint in this entire clause shall be construed as being severable and divisible and applicable to the employee, whether that restraint is in respect of:

16.5.1 nature of business or concern;

16.5.2 area or territory;

16.5.3 articles, commodities or goods sold and/or supplied;

16.5.4 services performed or rendered;

16.5.5 the company or concern entitled to the benefit thereof.

16.6 Each restraint in this entire clause shall be deemed in respect of each part thereof to be separately enforceable in the widest sense possible from the other parts thereof, and the invalidity or enforceability of any part thereof shall not in any way affect or taint the validity or enforceability of any other part of such restraints, or in fact any other terms of this agreement.

16.7 All restraints in this clause are for the benefit of the company.

16.8 The employee specifically acknowledges and agrees:

16.8.1 that he/she has carefully read and considered all the terms and provisions of this clause 16 relating to the restraints applicable to him/her;

16.8.2 that this clause and/or all the restraints contained therein, after taking all circumstances into account, are fair and reasonable;

16.8.3 that should he/she at any time dispute the reasonableness or fairness of any of the provisions of this clause and/or restraints, then and in such event he/she will have the onus to provide or prove such unreasonableness or unfairness.

17. Agreement in respect of claims

17.1 No compensation shall be payable by the company to any employee or his/her dependents in the following circumstances:

17.1.1 if the death of the employee occurs or any injury is sustained by the employee in the course and scope of his/her employment or, if not in the course and scope of his/her employment, on any company premises or site;

17.1.2 if any compensation is payable in consequence of the said events to the employee or his/her dependents from any statutory fund or other source.

17.2 Proper law: This agreement and the legal relations between the parties under this agreement shall be determined in accordance with the laws of the Republic of South Africa.

18. Breach

18.1 It is recorded that any breach of any of the terms of this contract shall be considered to be a material breach of this agreement and could carry the penalty of termination of the employment of the employee.

19. Access

19.1 It is recorded that any right of access the employee has to any premises of the company is dependent upon the employee actually rendering performance and actually fulfilling his/her duties with the company in terms of this employment contract or any rules of the company applicable from time to time. Should any employee, for any reason whatsoever, not render actual performance or fulfill actual duties as aforesaid, the company shall be entitled to require the employee(s) concerned to immediately vacate the company premises.

20. Representations

20.1 Any representations made or information supplied or furnished by the employee to the company pursuant to the employee wishing to procure employment with the company is warranted by the employee to be true and correct.

21. General

21.1 Any latitude, extension of time or other indulgence which may be granted to the employee by the company or any failure by the company to enforce any of its rights under this agreement at any time shall not, under the circumstances, be deemed to be a waiver of any of the company's rights thereafter to enforce and compel strict compliance with the terms and conditions of this agreement.

21.2 This agreement shall constitute the entire contract between the parties who by their signatures hereby acknowledge that no representatives have been made or warranties given or conditions to stipulations attached to any of the matters referred to in this agreement, save as set out in this agreement. 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 representatives, duly authorised thereto.

21.3 By your acceptance hereof, you agree to abide not only by the abovementioned terms and conditions of employment, but also by all company policies and procedural directives, which will be explained to you during your induction period. The employer's code of conduct is attached for your perusal and attention. The code is a guideline and does not constitute a fully comprehensive list of offences and corrective measures.

22. Domicilia and notices

22.1 The parties choose as their respective domicilia citandi et executandi for the intents and purposes of this agreement the addresses below, provided that either party may change his/her or its domicilium aforesaid to another address in the Republic of South Africa by written notice to the other party with effect from the date of receipt or deemed receipt of such notice.

The employer

.....
.....
.....

The employee

.....
.....
.....

22.2 Any notice, acceptance, demand or other communication addressed by either party to this agreement to the other at the latter's domicilium in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the addressee on the tenth day following the date of posting thereof. The provision shall not be construed as

precluding the utilisation of other methods of delivery of notices, acceptances, demands and other communications.

Thus done and signed at..... on this the..... day of..... 20....
in the presence of the undersigned witnesses.

As witnesses:

1.

2.

.....

For and on behalf of the company

Thus done and signed at..... on this the..... day of..... 20....
in the presence of the undersigned witnesses.

As witnesses:

1.

2.

.....

For and on behalf of the employee