

Employment contract

between

(Hereinafter referred to as 'the Employer')

and

Identity number: _____

(Hereinafter referred to as 'the Employee')

whereas the Employer and the Employee agree as follows:

1. Nature of employment and probationary period

- 1.1 The Employer shall employ the Employee and the Employee shall serve the Employer in the capacity of _____. It is recorded that the Employee's starting date of employment with the Employer 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 Employer shall employ the Employee and the Employee shall serve the Employer in the capacity as aforesaid, or in any such other capacity of a like status as the Employer may require from time to time.

1.4 The Employer shall be entitled to transfer the Employee to any other business of the Employer, in any such other capacity of a like status.

2.Remuneration

2.1 The Employee's remuneration with the Employer shall be the sum of R..... per month/week, payable in arrears.

2.2 It is recorded that all remuneration increases are based upon Employer assessment of the Employee's individual work performance and abilities, together with the overall financial performance of the Employer'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 Employer.

2.3 The Employer 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 Employer 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 Employer.

4.Vehicle allowance (delete if not applicable)

4.1 The Employer 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 Employer. The Employer'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 Employer shall pay any insurance premium in respect of the vehicle provided to the Employee (delete if not applicable).
- 4.3 The Employer 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 Employer.

5. Annual bonus

- 5.1 All annual bonuses paid by the Employer to Employees are discretionary and not guaranteed. In exercising its discretion, the Employer will take the Employee's performance into account, as well as the financial situation of the Employer and its ability to pay such annual bonus.
- 5.2 In the event of annual bonuses being paid by the Employer 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 Employer 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 Employer at such time.

6. Employee's powers and duties

- 6.1 As an Employee of the Employer, the Employee shall:
 - 6.1.1 perform all such duties and exercise all such powers in relation to the business of the Employer as may from time to time be vested in or assigned to him/her by the Employer;
 - 6.1.2 comply with all directives from time to time given to him/her by the Employer and with all rules and regulations from time to time laid down by the Employer concerning its Employees;
 - 6.1.3 abide by bone fide work practices in his/her relationship with the Employer 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 Employer 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 Employer 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 Employer's business;
 - 6.1.7 be prepared to subject him/herself to searches or any other investigations carried out by the Employer 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 Employer in its sole discretion may require the Employee to undergo or attend from time to time. The Employer shall be liable for the costs and expenses of such training courses;
 - 6.1.9 undergo any medical or other examination required by the Employer from time to time, in circumstances where the Employer 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 Employer.
- 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 Employer 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 Employer 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 Employer's undertaking with regard thereto. Any such invention or improvement shall be the property of the Employer and the Employee shall take all steps as may be necessary and reasonably required by the Employer at the sole expense of the Employer or associated Employer to procure that the Employer obtains complete and exclusive legal title to any such invention or improvement.

7.Provident fund (delete if not applicable)

7.1 Membership of the Employer'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 Employer'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 Employer 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 Employer 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 Employer.
- 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 Employer.
- 10.2 The Employee shall notify the Employer 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 Employer 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 Employer by the Employee, for the Employer 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 Employer.

11. Working hours

- 11.1 The Employer'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 Employer, at the discretion of the Employer, and may not refuse to work such overtime requested.
- 11.4 The Employer 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 Employer to the Employee.
- 11.5 All overtime worked will be worked and remunerated in accordance with the provisions of any legislation applicable to the Employer from time to time.

12. Termination of employment

- 12.1 The Employee's employment with the Employer may be terminated by him/her or by the Employer 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 Employer 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 Employer applicable from time to time or as per relevant labour law.

13. Maternity leave (delete if not applicable)

13.1 The Employer 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 Employer. The Employer 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 Employer 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 Employer, 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 Employer'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 Employer or associated Employer (where applicable) who are required to know such secrets or information for the purpose of their employment

and/or association with the Employer, both during the continuance of his/her employment hereunder or thereafter.

15.2 The Employer and the Employee hereby acknowledge that the confidential information represents a substantial monetary value to the Employer.

15.3 The Employee shall adhere to the above obligation not to disclose any confidential information to any undertaking, firm, Employer or person with which the Employer 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. Agreement in respect of claims

16.1 No compensation shall be payable by the Employer to any Employee or his/her dependents in the following circumstances:

16.1.1 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 Employer premises or site;

16.1.2 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.

16.2 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.

17. Breach

17.1 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.

18. Access

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

19. Representations

19.1 Any representations made or information supplied or furnished by the Employee to the Employer pursuant to the Employee wishing to procure employment with the Employer is warranted by the Employee to be true and correct.

20. General

21.1 Any latitude, extension of time or other indulgence which may be granted to the Employee by the Employer or any failure by the Employer 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 Employer's rights

thereafter to enforce and compel strict compliance with the terms and conditions of this agreement.

20.2 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.

20.3 By your acceptance hereof, you agree to abide not only by the abovementioned terms and conditions of employment, but also by all Employer 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.

21. Domicilia and notices

21.1 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

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.....
.....

The Employee

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21.2 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 Bloemfontein on _____ day of _____.

For and on behalf of the Employer

The Employee