



GLOBAL BUSINESS SOLUTIONS

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LIMITED DURATION CONTRACT OF EMPLOYMENT

This document is a limited duration contract of employment regulating and formalising the relationship between the Employee and the Employer for the duration of service.

Between

“The company”

Address:

Telephone no:

Fax no:

And

Full names: _____

Id. No: _____

Address: _____

Telephone no: _____

Mobile no: _____

TERMS AND CONDITIONS OF EMPLOYMENT

- 1.1 The appointment is subject to the following terms and conditions that are stipulated herein.
- 1.2 These terms and conditions of employment, the Employee's letter of appointment (where applicable) and incorporated documents constitute a Contract of Employment regulating and formalising the relationship between the Employee and the Employer.
- 1.3 Where applicable, this contract of employment replaces any other contract of employment that up to now has been in place. The signing of this document will be an indication that the Employee is satisfied with and accepts the Conditions of Employment as is stipulated herein.
- 1.4 The Employee is expected to reach certain sales/performance targets found in the Policy and Procedures manual (and which are subject to change from time to time) and adhere to Company Standards. The viability of the Employee's continuation of employment may be reviewed and reconsidered from time to time.

NATURE OF THE COMPANY

- 2.1 Mobilize is an internal Human Resource Shared Service organization that supply Human Resource Services to the Richmark group of companies. Specifically Mobilize provides Informal Solutions, the Client, with a temporary work force and takes on all the related human resource and employer responsibilities.
- 2.2 It is understood that notwithstanding the fact that the Employee will perform work at the Client's premises under the Client's supervision, the Employee will for the duration of the Contract stated in Annexure ___ be employed by the Employer.



INTRODUCTION

- 3.1 The Company has pleasure in offering you a position with it on the terms reflected below. If the terms are agreeable to you and you have read and understood them, please initial each page and sign in the space indicated at the end of this contract to record your acceptance.
- 3.2 The Employee understands that the Company is offering him/her a limited duration (temporary) employment assignment with the Company's Client, hereinafter referred to as "the Client", for a specified time period, which endures for the duration of the Temporary Employment Service Client Agreement entered into between the Company and Client or for the duration of time that the Client requires the services of the Employee or as soon as the client instructs the company that the specified area _____ for which you have been appointed has concluded its sales in the aforementioned area, which ever is the shorter (hereinafter referred to as the "Fixed Period").
- 3.3 The completion of the "Fixed Period" will constitute the completion of your fixed term contract.
- 3.4 On completion of the Fixed Period of employment, this contract shall automatically, *ipso facto*, terminate. Such termination shall not be construed as being retrenchment, but shall be the completion of a fixed term contract. For the avoidance of any doubt, it is recorded that you are not a permanent employee of the Company. Rather, you are a temporary employee, employed on a temporary basis by the Company to perform specific work for this specific Client within a specified area, as prescribed in your letter of appointment as well as in paragraph 3.2 and 4.1. The employment relationship shall commence on the date stipulated in Annexure __ and shall, subject to the provisions set out herein, terminate on completion/expiry date of the assignment/project as recorded and stipulated in Annexure __ on which date this contract will



automatically cease to be in operation without the Employer being obliged to afford the Employee any notice of such termination.

- 3.5 The Employee understands and accepts that the duration of the contract will be for the period as defined in Annexure C and such period will not exceed 12 (twelve) months unless both parties enter into an express written agreement in this regard. The duration of the said contract will be dependent upon the approved continuation thereof by the Client.
- 3.6 Accordingly, you will not be entitled to any retrenchment procedures or severance benefits at that time, nor have any other recourse against either the Employer or the Client. Furthermore, there will be no expectation that your contract will be renewed or prolonged beyond the date of completion of the Fixed Period.
- 3.7 The Employee understands and accepts that the nature of the work referred to in this Contract constitutes the performance of specified work at the premises of the Employer's Clients. The place of work may be changed upon reasonable notice being granted to the Employee.
- 3.8 Accordingly, you will not be entitled to any retrenchment procedures or severance benefits at that time, nor have any other recourse against either the Employer or the Client. Furthermore, there will be no expectation that your contract will be renewed or prolonged beyond the date of completion of the Fixed Period.
- 3.9 Should the Employee for any reason whatsoever continue to work after the expiry date of this contract as stipulated in Annexure ____, the agreement will be deemed to automatically extend for the duration of the required period or project giving rise to the extension.
- 3.9.1 Such occurrence shall not constitute a change in the nature of the employment relationship and the Employee will not become a Permanent



Employee of the Employer or the Client, or any party affiliated to the Employer or the Client.

3.9.2 In addition, the Employee will not have an expectation of further renewal of the contract beyond this extended period.

3.10 Notwithstanding the provisions above of this Clause 3 the Employer shall have the right to terminate this contract prior to its expiry, for any reason recognised as sufficient in law, including a reason relating to the Employee's conduct or capacity or to the Employer's or Client's operational requirements.

3.11 It is recorded that this fixed term contract of employment has been concluded for reasons recognised as a basis for concluding a fixed term contract. The reason is listed hereunder and stipulated in Annexure _____.

POSITION

4.1. The Employee is appointed in the position of _____ and will start _____ (start date).

4.2. You will report to _____.

GENERAL DUTIES

You undertake to perform the following general duties:

- 5.1 To perform all work promptly efficiently and without delay.
- 5.2 To obey and comply with all lawful and reasonable instructions given to you by the Company and/or Client, including reasonable duties not normally associated with the position of this nature.
- 5.3 To carry out all such functions and duties as from time to time assigned to you and to attend to work physically at such location in the Republic of South Africa



as we may require from time to time and in this regard, you acknowledge that the requirements of the Employer and/or Client are such that it is reasonable for you, as a resource, be required to report to duty at different physical locations and should you be unable to do so, same shall constitute a material breach of this agreement.

- 5.4 To observe the standards, rules and regulations set out by the Company and/or Client from time to time in the conduct of its business.
- 5.5 To promote the interests of the Company and/or Client and not make any representations or give or allow any express or implied warranty to be given with respect to the work performed for the Company and/or Client, other than such representations or warranties as may be approved in writing by the Company and/or Client from time to time.
- 5.6 To observe all applicable laws, ordinances, decrees, rules and regulations and service standards relating in any manner to the performance by you of your obligations in terms of this agreement.
- 5.7 To keep and maintain all records and documents as the Company and/or Client may reasonably require you to keep in the performance of your duties in terms of this agreement.

PRIMARY DUTIES

- 6.1 The Employee undertakes to carry out all duties generally associated with the position of _____, including but not limited to this.
- 6.2 It is a specific term and condition of your employment that you may be required to perform other duties and responsibilities in the course and scope of your employment with the Company. Your job title does not define or restrict your duties and you may be required to undertake other work within your abilities at the request of the Company and / or Client, and any unreasonable refusal to comply with such request constitutes a breach of your contract of employment.



- 6.3 You shall, unless prevented by ill health or accident and except during holidays permitted in terms of your contract of employment with the Company, devote your usual working hours, attention and abilities to the proper, loyal and efficient conduct, improvement, extension, development, promotion, protection and preservation of the business, reputation, and goodwill of the Company and / or Client and not do anything which is harmful to them.

PERIOD OF EMPLOYMENT

- 7.1 This agreement is subject to the right of either party to give the other, during the Fixed Period notice of termination as noted in paragraph 8.1
- 7.2 The period of the limited duration contract is subject to the Employer continuing to provide your services to the Client. In the event that, during the Fixed Period, Client informs us that it no longer requires your services and/or refuses you access to its premises and/or cancels the contract between the Company and itself, the employment relationship between the Company and yourself shall terminate on the stipulated notice as provided for in the Notice Period clause contained below.
- 7.3 Furthermore, the limited duration contract will come to an end as soon as the client instructs the company that the sales in the specified area for which you have been appointed as set out in paragraph 4.1 has been concluded as referred to in paragraph 3.2.
- 7.4 This limited duration contract of employment should not be considered by you, after the Fixed Period, in any circumstances to give rise to any expectation of continued employment or to form any employment relationship between yourself and the Company, other than on the basis expressly contained in this agreement, even in the event that this contract may be renewed from time to time.
- 7.5 Despite the date of signature hereunder, this limited duration contract of employment shall be deemed to



have commenced on _____ and shall continue until

(the “Fixed Period”), subject to the right of either party to give the other, during the Fixed Period, notice in terms of the Notice Period as referred to in paragraph.

NOTICE OTHER THAN DURING THE PROBATIONARY PERIOD

- 8.1 Notwithstanding the a foregoing, your employment with the Company may be terminated, at any time during the currency of the agreement, by either party on written notice in accordance with the period provided for in the Basic Conditions of Employment Act (BCEA) and any amendments thereto from time to time after your probationary period is served. It is recorded that the present notice period as provided for in the amended BCEA is a one-week period, during the initial six-month period. Thereafter, it is a two-week period for the remainder of the first year, where after it increases to a period of 4 weeks. The Company shall be entitled to make payment to you of your remuneration and any other benefits due to you for the period of notice in lieu of such notice.
- 8.2 In the event that you give the Company written notice as stipulated by statute, you shall be required to work for the full period of such notice unless advised otherwise by the Company.
- 8.3 Your employment may be terminated summarily by the Company where such termination is justified in terms of either the Common Law or the relevant labour law legislation.
- 8.4 For the avoidance of any doubt, in summary it is recorded that this contract may be terminated with or without notice for misconduct, incapacity or operational requirements of the Company, or any other reason recognized in law as being sufficient.



NO RETRENCHMENT

You acknowledge that:

- 9.1 The termination of your employment at the expiry of the Fixed Period shall not constitute retrenchment.
- 9.2 It will constitute the completion of your fixed term contract and you will accordingly not be entitled to any retrenchment procedures or benefits at that time.
- 9.3 In the event that it becomes necessary to terminate your temporary employment prior to the expiry of the Fixed Period, the Company will be entitled to terminate your employment by giving you notice of the termination as set out above.

REMUNERATION

- 10.1 The Employee will receive the following basic salary: R _____.
This will be paid to the Employee by means of electronic transfer on the last day of each and every month.
- 10.2 Depending on the position, the Employee may also receive commission, as per the current commission structure found in the Policy and Procedures manual, which is subject to change. Commission will be paid in arrears – at the end of each month, for the commission earned during the previous month.

DEDUCTIONS

- 11.1 The Company shall deduct all amounts that are due to the Employer or are legally required in terms of the applicable statutory requirements e.g. income tax, unemployment insurance etc. Notwithstanding any statutory deductions which the Company is obliged to make, you agree that any amount owed to the Company, which relates to your employment as such, may be recovered from any remuneration due to you provided the deduction is effected in terms of the provisions of Section 34 of the Basic Conditions of Employment Act.



11.2 The Employee agrees to refund the client in cases where the Company has suffered financial losses or damages due to the Employee's misconduct/negligence. It is agreed and understood that the deduction may be made in the following circumstances:

11.2.1 If it occurred in the course of employment and was due to your fault

11.2.2 If a fair procedure has been followed and you have been given a reasonable opportunity to show why the deduction should not take place

11.2.3 If the debt does not exceed the actual loss or damage and

11.2.4 If the deduction does not exceed one-quarter of your remuneration.

11.3 In the case where the Employee's service is terminated (for whatever reason), the Employee's final package will be paid on the last day of the relevant month or within seven days after the Employee's last day of work, whichever is suitable for the Employer.

11.4 The Employer and Employee agree distinctly that there will be no pay for no work.

11.5 In addition to the above, in the event that the Employee fails to work due notice in terms of governing legislation, the Employee agrees that the Employer is authorised to deduct the required notice period at the current rate of pay in lieu of such notice from any remuneration due to the Employee.

11.6 The Employee specifically acknowledges that the Employer is authorized to deduct any monies paid incorrectly either to or on behalf of the Employee, from any remuneration that is due to the Employee.

RETURN OF COMPANY AND CLIENT PROPERTY

12.1 Following the termination of your employment, you are obliged to ensure that all Company and Client property is returned in good working order and condition.



12.2 In the event of your failure to return the abovementioned property, the Company specifically reserves its right to institute procedures in respect of recovery thereof and/or to recover the damages or losses that it may suffer as a result of your failure to do so.

WORKING HOURS AND OVERTIME

13.1 The Employee is expected to work any _____ days in a calendar week and 195 hours per month. The Employee's ordinary daily working hours shall be as per the agreed shift roster, which is subject to change.

13.2 The Nature of the Clients business is such that overtime work is not essential. It could be required from the Employee to work overtime from time to time as required by the Client on reasonable notice.

13.3 Notwithstanding the above, it is agreed that in the event of an emergency work, it will be compulsory for you to work emergency overtime.

Overtime/ shift/ night work pay shall only be paid if dictated by statute and if prior approval is obtained from Client.

13.3 Shift work may be required and the Employee agrees to work the required shifts and agrees that he may be moved from one shift to another as operational needs arise.

13.4 Overtime may be averaged out over a period of three months.

13.5 The employee agrees to work public holidays should the public holiday fall on shift scheduled to work.

13.6 Should the Employee be off according to the shift roster on a day which is also a public holiday, the Employee will not receive remuneration for that day.

13.7 Employees are expected to be dressed in full uniform and ready to work before the shift starts.



NIGHTSHIFT

- 14.1 If required, the Employee consents to work night shift for the duration of a specified assignment.
- 14.2 The Employee shall be entitled to a night shift allowance which will be negotiated between the Employer and the Client before commencement of the assignment.
- 14.3 The Employee agrees to undergo a medical examination in regard to any health and safety hazards associated with such night work if the Employee works regular night shifts as defined in the Basic Conditions of Employment Act.
- 14.4 The Employee acknowledges, accepts and understand that there are potential health and safety hazards associated with such night work that could include, but are not limited to: sleep deprivation, abnormal eating patterns and disruption of family life.
- 14.5 The Employee acknowledges that he is not aware of any medical conditions which could impact adversely on the duties to be performed and/or would be to his detriment if night work was to be performed and/or which would cause actual or potential harm to other individuals, plant or machinery.
- 14.6 The Employee indemnifies the Client against any loss and/or damage and/or injury to himself or any other person or object as a result to his failure to disclose required and/or relevant information.
- 14.7 The Employee acknowledges that suitable transport is available from his/her place of residence to the Supplier and/or Supplier's Client's place of work. Such is a fundamental term and condition of a night shift assignment.

LAY OFF CLAUSE

The Employer reserves the right to reduce the Employee's working hours with a pro rata reduction in pay, on reasonable notice should this prove necessary due to its operational



requirements, provided that the introduction of short-time shall be subject to the provisions of any applicable labour legislation.

ANNUAL LEAVE

- 16.1 The Employee shall be entitled to _____ working days leave on full pay during every twelve months of completed service with the Company, such leave accruing monthly in arrears.
- 16.2 The Company's leave cycle terminates on 28th February each year, should the commencements of the Employee's employment not coincide with 1st March, and the Employee's leave entitlement for the first year of service will be pro-rated accordingly.
- 16.3 In terms of the Company leave policy, staff will only be permitted to carry a balance of 5 days forward into the new leave cycle. Any leave, in excess of these 5 days, not taken within the cycle it is accrued in, will be forfeited at the end of the leave cycle.
- 16.4 Such leave shall be taken at such time/times as is mutually convenient to both the management of the Company and the Employee.
- 16.5 No excess leave will be paid out other than on termination of employment.
- 16.6 Application to take annual leave should be made on the Leave Application Form and given to the management at least 2 (two) weeks prior to the intended date of leave.
- 16.7 Any Employee who takes leave without authorisation will be subject to disciplinary action.

SICK LEAVE

- 17.1 You will be entitled to only one (1) day's paid sick leave for every twenty-six (26) day worked for the duration of this agreement.



- 17.2 You shall be required to produce a medical certificate in respect of any absence from work, which is longer than two consecutive days or alternatively twice in a period of eight weeks. Failure to comply with the above shall result in no pay being due to you for such sick leave. However we reserve the right to request a medical certificate for any absence from work.
- 17.3 If you are unable to work because of ill health or injury or for any reason, you should notify the Company and your Supervisor by not later than 30 minutes prior to the commencement of your respective shift on the first day of absence. If it is not possible for you to phone personally, then you should arrange for someone else to do so, on your behalf. During any period of sickness, you must keep the Company informed on a daily basis of your progress, specifically as to when you will be returning to office.
- 17.4 Should you fail to notify your manager or provide a medical certificate as outlined above, the period of absence will be regarded as unauthorised leave, and be unpaid and subject to disciplinary action.

MATERNITY LEAVE

- 18.1 A pregnant Employee is entitled to 4 consecutive months' maternity leave during which her security of employment is protected. This leave may commence six weeks before the expected birth, unless otherwise agreed or from the date the midwife or medical practitioner certified that it is necessary for the employee's health or that of the unborn child.
- 18.2 An Employee will not be required to return to work for six weeks after the birth of her child. During this period, she may, however, elect to return to work if a medical doctor or midwife certifies that she is fit to do so.
- 18.3 An Employee who had a miscarriage during the third trimester of pregnancy may remain on maternity leave for six (6) weeks irrespective of the fact that she might already be on maternity leave.



- 18.4 Employees who are contributors to the UIF may claim maternity benefits from the Department. The Employer will assist them in this procedure.
- 18.5 The Employee undertakes to notify the Employer at least four weeks before the Employee intends to commence maternity leave.

FAMILY RESPONSIBILITY LEAVE

- 19.1 An Employee who has been in the Employer's employ for longer than four months and who works for at least four days in a week, is entitled to three days paid family responsibility leave per annum. Unused family responsibility leave lapses at the end of each annual cycle in which it accrues.
- 19.2 Family responsibility leave must be properly applied for. The Employer may require reasonable proof of the purpose for which this leave is taken, before granting paid leave. Such leave will be considered at the discretion of Management.
- 19.3 Family responsibility leave may be granted when the Employee's child is born; when the Employee's child is ill; in the event of death of the Employee's spouse/life partner, parent/adoptive parent, grandparent, child, grandchild, brother or sister.

CRIMINAL RECORD

- 20.1 For the avoidance of any doubt between the parties, it is recorded that it is a material term of this limited duration contract of employment that you possess a clear criminal record and that you remain in possession of a clear criminal record at all times during the currency of this agreement. You further warrant that you have disclosed and shall continue to disclose to us any facts or circumstances which a reasonable employer may want to know about its employee and your failure to do so shall constitute a material breach of this agreement.



- 20.2 If during the currency of this agreement you are convicted of a Schedule One Criminal offence as contained in the Criminal Procedure Act no 51 of 1977, such as theft, fraud, assault, rape arson, etc. you shall have materially breached this agreement, which will result in the institution of termination proceedings against you.

CIVIL UNREST

- 21.1 Should normal work activities stop due to civil unrest the principal of “no work, no pay” will apply.

SAFETY AND SECURITY

- 22.1 The Client, the Employer and the Employee undertake to observe and obey all safety and security rules and regulations issued or prescribed by the Employer and/or the Occupational Health and Safety Act as amended.
- 22.2 Unauthorised possession of the Employer’s property is regarded by the Employer as a very serious offence and will lead to severe disciplinary action. The Employee hereby agrees to submit himself/herself to searches conducted by the Employer or persons appointed by it from time to time for safety or security reasons of the Employee’s person or personal possessions, including his/her vehicle.
- 22.3 In the case where reasonable suspicion exists, the Employee will subject himself/herself to a Polygraph (lie detector) test. Refusal to do so will constitute breach of contract and lead to the termination thereof.
- 22.4 It is an explicit condition of this contract that Employees will subject themselves to random drug tests (by means of urine samples) conducted by the Company from time to time. Refusal by the employee to co-operate in this regard will constitute breach of contract and lead to the termination thereof.



CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 23.1 The Employee shall hold confidential any information in regard to the Employer and/or Client's business which he is exposed to during the course of his employment and undertakes not to divulge any of the foregoing to any person and/or entity either during the operation of his contract or thereafter without the express written permission of a Director of the Employer and /or the Client.
- 23.2 Any and all documentation, goods, products and items of any nature received by or produced by the Employee during the course of his employment shall remain the property of the Client and shall not be used and/or divulged by the Employee for any purpose other than in the performance of his contractual duties or by Operation of Law.
- 23.3 Any copyright or intellectual property rights of whatsoever nature arising out of the performance by the Employee of his obligations in terms of this Agreement to the extent that they do not vest automatically in the Client, are hereby irrevocably ceded and assigned, in perpetuity to the Client, it being further recorded that the Client shall be entitled to cede and assign all such rights to any other legal or natural person without limitation.
- 23.4 The Client and/or such other person, as the case may be, shall be entitled to dispose of any and all copyright and intellectual property rights in their sole discretion, anywhere in the world, without the payment of any additional consideration to the Employee.
- 23.5 The Employee shall not make use of, divulge or communicate to any person or legal entity any of the trade secrets or other Confidential Information of or relating to the business and financial affairs of the Client and its holding, subsidiary or associate companies, or any of their clients or suppliers which the Employee may receive or become aware of as a result of performing work for the Client.



23.5.1 This obligation of confidentiality will continue to apply without limit in time after the termination (for whatever reason) of the Employee's assignment with the Client and/or the Employer.

PERSONAL INFORMATION

- 24.1 The Employee agrees that the Employer/Client or anyone acting on their behalf, shall be entitled to process the Employees personal & special personal information.
- 24.2 The Employee understands and agrees that personal information includes, but is not necessarily limited to gender, sex, age, physical or mental health, culture, information relating to his criminal, medical or employment history, contact details or any other information defined as such in terms of prevailing legislation.
- 24.3 The Employee understands and agree that special personal information includes but is not necessarily limited to information concerning his race, trade union membership, his health and criminal record or any other information defined as such in terms of prevailing legislation.
- 24.4 The Employee further agrees that the Employer/Client or anyone acting on their behalf, in their own discretion from time to time, may process such personal and special personal information as the case may be, including but not necessarily limited to the following instances viz.
- 24.4.1 Criminal and credit record checks
- 24.4.2 Reference checks
- 24.4.3 To enable the Company and/or the Client meeting their statutory obligations
- 24.5 The Employee agrees that the need for such processing and the making available of such information is understood and further agrees that such processing is



adequate, relevant and proportionate to the legitimate business needs of the Employer and/or of the Client.

- 24.6 The Employee further agrees that the Employer and/or the Client or anyone acting on their behalf, shall be entitled to retain and use his personal information (including special personal information) as may from time to time be required for legitimate business purposes.

RESTRAINT

- 25.1 The Employee specifically agrees that he will not be assigned by another temporary employment service to perform work for the Client for a period of at least 6 (six) months from the date of termination of this agreement.

- 25.2 In the event of the Employee accepting employment with the Client, the said Client will be liable for payment of a placement fee to the Employer.

25.2.1 The Employee is therefore obliged to immediately notify the Employer of such an instance.

- 25.3 The Employee agrees that this restraint is reasonable as regards subject matter, area and duration and agrees that the Employer can enforce this restraint in the event of it being breached.

ACADEMIC QUALIFICATION VERIFICATION

- 26.1 For the avoidance of any doubt between the parties, it is recorded that it is a material term of this limited duration contract of employment that you be in possession of a valid Matric/Senior Certificate and that you make a certified copy thereof available to the Company, which shall be placed on your file.

- 26.2 Should it be revealed during the currency of this agreement, that you do not possess a valid Matric /Senior Certificate, you shall have materially breached this agreement, which will result in the institution of termination proceedings against you.



DRIVERS LICENCE

27.1 If in the course of your duties you are required to drive a Company or Client vehicle, it will first be necessary for you to produce your valid driver's licence and a copy thereof shall be made and included in your personal records. Should you be requested to use your own vehicle for Company business or Client business, you have the right to refuse. However, should you agree, the onus is on you to ensure that your motor vehicle insurance is adequate for this purpose, which should include comprehensive motor vehicle insurance cover.

DECLARATION OF INTEREST

28.1 You will be required to declare any external interest, which is in conflict with the interests of the Company or Client without delay.

OUTSIDE EMPLOYMENT

29.1 The Employee undertakes not to perform or engage in work for remuneration outside the service of the Employer during or outside normal working hours without the written permission from Management.

GUARANTEE OF COMPETENCE

30.1 The Employee warrants that he is competent to carry out the services which he has undertaken to perform in this contract and that he is properly qualified to occupy the post as assigned to him by the Employer or the Client.

30.2 Any material misrepresentation with regards to clause 23.1 above, shall lead to the summary termination of this contract.

30.3 The Service Provider may require the Employee to attend training courses or development programmes, from time to time, in order to improve the Employee's skills, knowledge or experience. The Employee agrees to attend such courses.



FLEXIBILITY

- 31.1 In order to fully utilise manpower resources, the Employee will perform work within his capability.
- 31.2 The Employer and/or the Client may, at their discretion and upon reasonable notice, transfer the Employee from one department or section to another of the Employer and/or the Client, or alter the hours of work.
- 31.3 The Employer may in its discretion and without any reason given to the Employee, decide not to assign an Employee to any specific Client.
- 31.4 The Employee agrees that the Employer may at any reasonable time transfer the Employee between the branches of the Employer without any cost to the Employer.

EXTRANEOUS EMPLOYMENT

- 32.1 Should the Employee during the course of his employment wish to enter into extraneous part-time employment, the Employee may only do so with the prior written permission of the Employer first had and obtained. This permission will only be granted if the proposed employment does not interfere with the Employee's performance or effectiveness in his or her job with the Employer.
- 32.2 Any permission granted for an Employee to perform outside work may be withdrawn by the Employer at its discretion.
- 32.3 Employees may not participate in, or associate themselves with, whether directly or indirectly, any enterprise, person or body whose interests may conflict with those of either this Employer or the Client of the Employer to which they are temporarily assigned.



GENERAL

- 33.1 Amendments. Unless expressly set forth otherwise in this Agreement, all amendments or modifications herein must be recorded in writing and signed by the duly authorised representatives of the parties.
- 33.2 Assignment/Cession. The Employee shall not assign and/or cede his rights, duties or obligations in and to this Agreement, either in whole or in part, without the prior written consent of the Employer first had and obtained.
- 33.3 Attestation the Employee hereby acknowledges having signed and received a copy of this contract inclusive of all applicable Annexures hereto. The Employee further warrants that he both understands and accepts and the contents of this contract.
- 33.4 Entire Agreement This Agreement contains all the terms and conditions agreed between the parties and supercedes any, prior or contemporaneous written proposals, statements, discussions, negotiations or contracts. The parties acknowledge that they have not been induced to enter into this Agreement by any written representations or statements not expressly contained herein
- 33.5 Severability Provided that the invalid provisions are not material to the overall import of this Agreement, if any portion of this Agreement is held to be unenforceable or illegal, then that portion shall be deleted and the remainder of the Agreement shall remain in full force and effect.
- 33.6 The use of the word “including” followed by specific examples shall not be construed as limiting the meaning of the general wording preceding it.
- 33.7 Unless inconsistent with the context an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa, the singular includes the plural and vice versa, a Business Day shall mean any day other than a Saturday, Sunday or Public Holiday and the Signature Date means the date that the last Party signs this Agreement.



- 33.8 Any terms or conditions of employment not specifically dealt with in this contract of employment are regulated by the Basic Conditions of Employment Act as amended.
- 33.9 You agree to abide by the Company and/or Client rules, regulations, procedures and standards, which may be amended from time to time, some of which are also contained in the Company Policy and Procedures manual.

GUARANTEE OF COMPETENCE

- 34.1 You guarantee that you are competent to carry out the duties which are contained in clause 5 and 6 above and that you are properly qualified to occupy the position envisaged herein.
- 34.2 Any material misrepresentation in regard to the aforementioned shall lead to the summary termination of this contract forthwith.

CONFIDENTIALITY

- 35.1 During the course of your employment with the Company and at Client's premises you might have access to secret and confidential information of the Company and/or Client. This information is a valuable asset of the Company and/or Client and it is unlawful to make disclosure of this information, or to use it, without the consent of the Company and/or Client. This applies both during the course of your employment and thereafter.
- 35.2 You will therefore appreciate that it is a condition of your employment that you do not, during the period of your temporary employment or subsequently divulge to any person or persons the secret and confidential information to which you may have access.



- 35.3 You will not divulge the contents of this contract to any other employee of the Company and/or Client. You accept that such divulgence might result in the institution of disciplinary measures.

TRANSFER

- 36.1 The Company may after consultation with yourself and within the context of Client's operational requirements at any time either:

36.1.1 transfer you from the office or place of work where you are carrying out your duties to any of Client's other offices or work places; or

36.1.2 Transfer you from the division in which you are employed at Client to any other division of the Client.

ABANDONING EMPLOYMENT

- 37.1 If the Employee fails to report for duty for a period of more than seven calendar days without any communication, both parties agree that no hearing will be necessary and it is the employee who terminates the contract.

HEALTH

- 38.1 The Employee hereby declares that he/she is in good physical and mental health and that he/she is capable of carrying out all the duties assigned to him by the Employer. Should the Employee be found not to be able to perform his/her duties in a competent and proper manner due to health reasons the Employer reserves the right to terminate the Employee's services subject to a fair process.

- 38.2 The Employer further reserves the right to require the Employee to undergo any medical examination it deems fit at the Employer's expense in order to determine the Employee's health from time to time.

- 38.3 The Employee hereby declares that he/she does not suffer from any serious contagious disease and that he/she will notify the Employer immediately should he/she contract such disease, whereupon the Employer will be entitled to



evaluate the continued employment of the Employee and to inform any interested person or authority who might be affected by the situation.

SEVERABILITY

39.1 All clauses in this agreement are severable. In the event of any clause being held invalid or enforceable, the remaining provisions and parts of this agreement shall remain in full force and effect.

GENERAL

40.1 Any terms or conditions of employment not specifically dealt with in this contract of employment are regulated by the Basic Conditions of Employment Act as amended.

40.2 You agree to abide by the Company and/or Client rules, regulations, procedures and standards, which may be amended from time to time, some of which are also contained in the Company Policy and Procedures manual.

DISCIPLINARY ACTION

41.1 Disciplinary matters are dealt with in accordance to the company's policy and procedure as set out in the company's code of conduct which is attached to this contract and marked as annexure "A".

I hereby declare that I am aware of and understand the conditions of employment stipulated above and confirm that I accept them and consider them binding upon me.



Limited Duration Contract of Employment

SIGNED at _____ on the _____ day of _____ 201____

AS WITNESS: THE EMPLOYEE

SIGNED at _____ on the _____ day of _____ 201____

AS WITNESS: THE COMPANY

- who warrants his/her authority to sign

