

Contract of Employment

between

ADG PTY LTD

(2021/577893/07)

("the Employer")

and

GRANT HALDENE WILSON

ID NO: 9608165328080

("the Employee")

WHEREBY IT IS AGREED AS FOLLOWS:

1 INTERPRETATION

- 1.1 In this agreement-
 - 1.1.1 clause headings are for convenience and are not to be used in its interpretation.
 - 1.1.2 unless the context indicates a contrary intention, an expression which denotes-
 - 1.1.3 any gender includes the other genders.
 - 1.1.4 a natural person includes an artificial person and vice versa.
 - 1.1.5 the singular indicates the plural and vice versa.
- 1.2 In this agreement the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings-
 - 1.2.1 "**The Act**" means the Basic Conditions of Employment Act, Act, No. 75 of 1997, as amended.
 - 1.2.2 "**Effective date**" means a date no later than **or** any date as mutually agreed between the Employer and Employee.
 - 1.2.3 "**Employer**" means **ADG PTY LTD, Registration No 2021/577893/07.**
 - 1.2.4 "**Employee**" means **Grant Haldene Wilson** Identification No: 9608165328080
 - 1.2.5 "**month**" means a calendar month.
 - 1.2.6 "**Total cost to company**" This element represents the Total Remuneration Package offered to and contracted with an employee, which is used as the basis for remuneration review purposes and the calculating of the performance incentive to eligible employees. Excluded are the value of Discretionary Performance Incentives, Cash-in lieu of leave pay, Travel Reimbursement.
 - 1.2.7 "**Territory**" means the provinces of Gauteng, Free State, Western Cape, Kwa-Zulu Natal, Northern Cape, Northern Province, North-West, Eastern Cape, Mpumalanga, the former homelands and each country forming part of Sub-Saharan Africa, each province, country and area being severable from the other for purposes of this agreement.

2 APPOINTMENT

- 2.1 The Employer engages and appoints the Employee, who accepts appointment as **Software Engineer** on the terms and conditions contained in this agreement.

3 PERIOD OF AGREEMENT

- 3.1 This agreement shall commence on the effective date **1 July 2024** and shall terminate by default on **30 June 2025**, subject to termination in terms of clause 10 below.

4 JOB DESCRIPTION

- 4.1 The employment of the employee depends on his/her satisfactory conduct and performance, and compliance with management policies and procedures, as advised from time to time. The employee will be required to perform tasks as laid out in the attached job spec.
- 4.2 In addition to the tasks and functions set out in clause 4.1 above, the Employee:



- 4.2.1 shall perform any other associated tasks or functions which may from time to time be expressly assigned to the Employee by the Employer.
- 4.2.2 shall always comply with the lawful instructions, employment policies and procedures of the Employer.
- 4.2.3 acknowledges that all works, modifications, improvements and developments made and procured by the Employee during his employment shall accrue to and be the sole property of the Employer, the Employee having no right whatsoever thereto.
- 4.2.4 shall conduct him/herself in such a manner as will not reflect adversely to the Employer.

5 REMUNERATION AND OTHER BENEFITS OF EMPLOYMENT

- 5.1 As remuneration for his services hereunder, the Employer shall:
 - 5.1.1 pay to the Employee, a Total Cost to Company of **R 75,000** payable monthly in arrears, on the last day of each and every month. If the aforesaid pay-day falls on a non-working day, then the Employee shall be paid on the working day immediately preceding such day.
 - 5.1.2 deduct PAYE, from the Employee's gross monthly salary.
- 5.2 The Employer undertakes to assist the Employee in structuring his remuneration as tax effectively as possible, subject to all legitimate and permissible means available.
- 5.3 The Cost to Company includes company contributions towards data and internet to the value of R699.00 per month, but excludes incentives, commission or job related, non-guaranteed allowances.
- 5.4 In addition, the Employee may be entitled to such annual bonus/es or incentives as may be payable to staff at the sole discretion of the Employer, in terms of the remuneration policy decided from time to time by the Employer.
- 5.5 Remuneration is reviewed annually and adjusted subject to individual and company performance.

6 ANNUAL LEAVE

- 6.1 In respect of each period of twelve months of employment by the Employer, the Employee will be entitled to 21 working days leave on full pay to be taken at such time or times as may be agreed between the Employer and the Employee.
- 6.2 A maximum of 10 annual leave days may be carried over to the following year and must be taken within 6 (six) months of the calendar year. Any such leave not taken within 6 (six) months shall be forfeited.
- 6.3 Should the Employee absent him/herself from work without authority to do so for a period of three consecutive days or more, and without the Employer having received notification of the reason for such absence, at the Employer's election, the Employee shall be deemed to have resigned with immediate effect.

7 SICK LEAVE

- 7.1 Should the Employee be absent from work through incapacity or illness, the Employer will, for every cycle of 36 (thirty-six) months during which the Employee is employed by the Employer, grant to the Employee paid sick leave equal to the number of days which the Employee would normally work during a calendar month, or such sick leave as may from time to time be stipulated in the Act, or any other Legislation which may be substituted in the place and stead of the Act. A medical certificate must be submitted in the case of sick leave lasting longer than two consecutive days or a day before or after a Public Holiday or weekend.

8 FAMILY RESPONSIBILITY LEAVE

- 8.1 After the Employee has been in the employ of the Employer for 4 (four) months, he will be entitled to 3 (three) days paid leave per annum as per the BCEA, in the event of a death in the Employee's immediate family as defined in the BCEA, or illness of a child, or birth of a child. The Employer reserves the right to require reasonable proof of the happening of any such event.

9 PROBATION PERIOD

- 9.1 The Employee will be on a three-month probation period during which he will have the opportunity to prove himself as well as get familiar with the company. After three month's employments from the commencement date the Employee will be deemed as a 'Permanent' staff member, as per the attached Probation Clause.



10 TERMINATION OF EMPLOYMENT

- 10.1 Should any party breach or otherwise be in default of any of its obligations under or in terms of this agreement and remain in default or fail to remedy such breach within 30 (thirty) days of receipt of written notice calling upon it to do so, the other party will be entitled, but not obliged, in addition to any other rights which it may have or remedies which may be available to it: -
 - 10.1.1 to cancel this agreement forthwith, with or without claiming damages.
 - 10.1.2 to obtain an order against such defaulting party for specific performance with or without claiming damages.
- 10.2 In the case of the Employee resigning or terminating his/her services, 1 (one) calendar months' notice will be applicable.

11 CONFIDENTIALITY AND RESTRAINT

- 11.1 During the period of his employment, the Employee will have access to trade secrets and confidential information of the Employer, including, *inter alia*, and without limiting the generality of the aforegoing, the following:
 - 11.1.1 details of the *modus operandi* of the Employer.
 - 11.1.2 details of the Employer's financial structure and operating results.
 - 11.1.3 the policies and strategies of the Employer.
 - 11.1.4 technical information and know-how.
 - 11.1.5 other matters which relate to the business in respect of which information is not readily available in the ordinary course of business to a competitor of the Employer.
(Hereinafter collectively referred to as "**the confidential information**").
- 11.2 The Employee acknowledges that the confidential information is of considerable value to the Employer.
- 11.3 The Employee acknowledges further that if the Employee were to take up employment with, or otherwise become associated with, or interested in any client or competitor of the Employer, then the proprietary interest of the Employer in the confidential information will be prejudiced.
- 11.4 The Employee acknowledges that by reason of the provisions of clauses 11.2 and 11.3, the provisions of clause 12 below are necessary for the protection and maintenance of the proprietary interests of the Employer in the confidential information.

12 UNDERTAKING BY THE EMPLOYEE

- 12.1 In order to protect the proprietary interests of the Employer in the confidential information, the Employee undertakes to the Employer that:
 - 12.1.1 he will not at all times during and after his employment with the Employer, either himself/herself utilise, or directly or indirectly divulge or disclose to any other person any of the confidential information.
 - 12.1.2 he will always during and after his employment with the Employer, treat as confidential all information which a third party has in terms of any agreement made available to the Employer and which has become known to the Employee in the course of his duties and will not divulge such information contrary to the terms of such agreement.
 - 12.1.3 any documents or records of any nature (including written instructions, notes or memoranda) relating to the confidential information which are made by the Employee, or which have come into the Employee's possession during the period of his employment with the Employer will be surrendered to a nominee of the Employer on demand, and he will not retain any copies thereof or extracts there from.

13 ACKNOWLEDGEMENTS BY THE EMPLOYEE

- 13.1 The Employee acknowledges that the restraints imposed upon him/her in terms of this agreement are:
 - 13.1.1 deemed to be, in respect of each part thereof, entire, separate, severable and separately enforceable in the widest sense from the other parts thereof, and the invalidity or unenforceability of any clause or any part thereof will in no way affect the validity or enforceability of any other part of the clause or the agreement.
 - 13.1.2 separate undertakings or restraints notwithstanding the fact that it appears in the same clause sub-clause or sentence of any other undertaking or is imposed by the introduction of a word or phrase conjunctively with or disjunctively from, or alternatively to other words or phrases.
 - 13.1.3 for the benefit of the Employer and are deemed to have been imposed as a *stipulatio alteri* for the benefit of any company which is the holding or a subsidiary company of the Employer which carries on a business similar to the business and is also the successor of the Employer or any



business which that successor acquires from the Employer and such benefit may be accepted by any such

- 13.1.4 company and the fact that such restraint may not be enforceable by one of them will not affect its enforceability by any other of them.
- 13.2 The Employee acknowledges that:
 - 13.2.1 he has carefully considered the provisions of this agreement; and
 - 13.2.2 he agrees that the restraints imposed upon him/her in terms of the agreement are, after taking all relevant circumstances into account, reasonable and necessary for the proper protection of the proprietary interests of the Employer in whose favour the restraints are given, and that if he should at any time dispute the reasonableness of the restraints, then the onus of proving such unreasonableness will be upon him/her; and
 - 13.2.3 acknowledges that he has entered into this agreement freely and voluntarily, and that no circumstances exist for his alleging either now or at any future time that he was at a disadvantage in agreeing to the restraints contained herein or was other than in an equal bargaining position with the Employer in agreeing to such restraints.

14 SEVERABILITY

- 14.1 Each paragraph and clause in this agreement is separate and severable, the one from the other, notwithstanding the manner in which they may be linked together or grouped grammatically, and if any paragraph or clause is found to be defective or unenforceable for any reason, the remaining paragraphs or clauses, as the case may be, will nevertheless be and continue to be of force and effect.

15 GOOD FAITH

In the implementation of this agreement, the parties undertake to observe the utmost good faith, and they warrant in their dealings with each other that they will neither do anything nor refrain from doing anything which might prejudice or detract from the rights, assets or interests of the other of them.

16 ENTIRE AGREEMENT

- 16.1 The agreement constitutes the whole of the agreement between the parties to this agreement relating to the subject matter of this agreement, and save as otherwise provided no amendment, alteration, addition or variation will be of any force or effect unless reduced to writing and signed by the parties to this agreement.
- 16.2
- 16.3 The parties agree that there are no other conditions, warranties or representations, whether oral or written and whether express, tacit or implied, whether by statute or otherwise, save those contained in this agreement.

17 VARIATIONS

- 17.1 No agreement varying any of the terms and conditions of this agreement will be of any force or effect unless contained in writing and signed by the parties.

18 WAIVER

- 18.1 No waiver of any of the terms and conditions of this agreement will be binding for any purpose unless expressed in writing and signed by the party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

19 NOTICES AND DOMICILIUM

- 19.1 The parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this agreement, the following addresses -

Employer

Physical Address:



29 Network Space
1 Sturdee Avenue
Rosebank
2196

Postal Address:

As above

Employee

Physical Address:

R3 62 Imam Haron
Claremont
Cape Town
7708

Postal Address:

As above

Telephone No: 0732735920

- 19.2 provided that a party may change its domicilium to any other physical address, postal address or by email written notice to the other party to that effect. Such change of address will be effective seven days after receipt of notice of the change of domicilium.
- 19.2.1 All notices to be given in terms of this agreement will -
- 19.2.2 be given in writing.
- 19.2.3 be delivered or sent by telefax.
- 19.2.4 if delivered be presumed to have been received on the date of delivery.
- 19.2.5 if sent by telefax be presumed to have been received on the first business day following the date of sending of the telefax unless the contrary is proved.

SIGNED at Rosebank on the 1st day of July 2024

For and on behalf of:

Witnesses: -

1. _____

ADG

who by his signature warrants that he is duly
authorised hereto?

SIGNED at **10:44** on the 1st day of July 2024

Witnesses: -

1. _____

EMPLOYEE

Salary Structure:

The employee's salary will be structured in the following manner:

- Total Cost to Company **R 75,000.00**
- Data/Internet Costs **R 699.00**
- Travel Allowance (if applicable) **R 0**
- Company Medical Aid Contribution **R 0**

The employee will receive the following taxable benefits
N/a

The following amounts will be deducted from the employee's salary:

- Statutory deductions as prescribed by law
- Any such amount as per written agreement between the parties

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EMAIL, COMPUTER, TELEPHONE AND INTERNET USAGE

Due to the nature of ADG business, it is necessary to set certain guidelines and parameters about the use and etiquette around electronic tools and applications.

Staff is advised that the electronic tools and applications supplied to staff are provided and maintained by the company for conducting company business. The hardware associated with these applications is company property.

Therefore, all messages or correspondence conducted, composed, sent, received, or viewed on any of these applications are and remain company property. Consequently, the use of these applications to solicit any business not in the express interest of the company is prohibited. These applications may not be used to view, distribute any file, message or application, which could in any way be unlawful, offensive, disruptive or compromising to the recipients or the company. No employee may make use of these tools to send or receive and copyrighted material, trade secrets, financial information or any such similar material without authorisation from a director.

Employees are also advised that any game playing during normal work hours is not encouraged. Furthermore, no employees are permitted to add unauthorised and or pirate software or files to machines owned by the company.

Employees who violate this policy or use any of these applications for improper purposes shall be subject to disciplinary action. The surfing, viewing and downloading of any x rated material is strictly prohibited and any employee found to be viewing, surfing or downloading any form of x rated (including pornographic) material will be subject to the highest form of discipline and the employees' services may be terminated following full disciplinary action.

ADG does not encourage the sending of general mail to the general mailing list and would like employees not to abuse or send excessive non-business-related mail. Non-work-related email attachments that do not comprise the abovementioned guidelines can be sent after 17h00. For information on how to prepare these messages for auto delivery after working hours, please contact ADG IT Team, who will be happy to assist you. If you have been formally notified more than three times not to send these emails during working hours, your mailbox will be deleted and written authorisation from a director will be required to reinstate your mailbox.

ADG reserves the right to monitor, read, filter, block and act upon any electronic communications and stored files of the employee as well as monitor, record and extract itemised billing on the employee's phone line, intended for business purposes.

ADG makes use of a voice recording system for the purposes of quality and control. ADG reserves the right to utilise this information for the assessment of the employee's performance.

By signing below, you agree that you have read, understood and agree to comply with the above-mentioned policies of the company.



01 July 2024 - 10:45



OCCUPATIONAL HEALTH AND SAFETY ACT – “RIGHT TO KNOW”

ADG (Pty) Ltd has committed itself to comply with the minimum requirements of the Occupational Health & Safety Act of 1993 and subsequent amendments.

- 1 As an employee of ADG (Pty) Ltd, you must: Take all reasonable care not to harm yourself or other people around you or interfere with their safety and health.
- 2 Cooperate with management or other persons on the premises to ensure that they comply with their duties or requirements as laid upon them.
- 3 Carry out all lawful orders given to you and obey the health and safety rules and procedures laid down for the premises.
- 4 Report any unsafe situations or conditions that may affect your health to Human Resources. Ensure action is taken within a reasonable space of time. If not resolved, escalate until such time as it is resolved.
- 5 Report any incident that has or could have affected your health to the Human Resources. (An incident includes near misses, damages, injuries, illness or disease).

Failure to follow these rules could result in compensation for an injury or disease being denied.

Please note the following general rules:

- 1 Every employee is entitled to the prescribed compensation benefits when injured, a disease is contracted or if killed in the course of their employment with certain limitations.
- 2 If you are injured in the course of your employment (even just a small cut), report it to Human Resources and insist they generate an incident report. Failure to do so could make any compensation claim invalid.
- 3 If you are injured in an accident on your way to or from work, report it. Under certain conditions compensation is payable.
- 4 As an employee, you will not be entitled to compensation and could be criminally liable for your act, if it is proved you acted without permission, operated out of your scope of authority, were found to be under the influence of alcohol or illegal drugs at the time or where you contravened any law.
- 5 ADG operates a “clean desk” policy. i.e., when you leave for home, all files / papers, etc. on your desk must be locked away in a cupboard / credenza.
- 6 No stacking of goods on top of cupboards or in front of emergency equipment, emergency exits, electrical appliances, etc. is allowed. Workplaces must be kept clean and tidy.
- 7 Always utilise the proper equipment for the task and never carry out work, which you are not qualified to do.
- 8 More details about Safety and Compensation can be found in your Company Policies and Procedures.

“RIGHT TO KNOW” form received and understood:

Name: **GRANT WILSON**

Signature: 
(Please print clearly)

Date: 01 July 2024.



LEAVE MANAGEMENT PROCESS

- 1 Each employee is entitled to 21 days annual leave
- 2 Please see the Policies & Procedures Document (P&P Document) for details around other leave i.e., sick, study, family responsibility and, maternity
- 3 Annual Leave is accrued at 1.75 days per month
- 4 Leave must be applied to in writing and signed by the employee
- 5 The form must be:
 - Signed by the applicant
 - Should you need to cancel your applied for and approved of leave for some reason a leave cancellation form will have to be signed and given to HR
- 6 Granting of leave is at the prerogative of the Employer subject to the number of days available to the Employee.

If you would like to get an update on your leave, please contact the HR Manager.

A handwritten signature in black ink, appearing to be 'Gordon V.', located in the bottom right corner of the page.