

**ADDENDUM "B"**

**TERMS, CONDITIONS AND AGREEMENT IN RESPECT OF**

**THE PERMANENT CONTRACT OF EMPLOYMENT WITH**

**COMPU-CLEARING (PTY) LIMITED.**

1. **DEFINITIONS:**

The following words and phrases shall bear the following meanings in this Addendum:

- 1.1 "Act" - Shall mean the Basic Conditions of Employment Act No. 75 of 1997 (as amended).
- 1.2 "Day" - Shall mean the ordinary hours of work as set out in clause 6 herein below and "days" and "daily" shall have a corresponding meaning.
- 1.3 "Family Responsibility Leave" - Shall mean paid time off when:
- a) an employee's child is born;
  - b) an employees' child is sick; and/or
  - c) a member of an employee's immediate family, as defined in clause 13, dies.
- 1.4 "Night work" - Shall mean any work performed between 18h00 and 06h00;
- 1.5 "Public Holiday" - Shall mean any day that is a Public Holiday in terms of the Public Holidays Act No. 36 of 1994.
- 1.6 "Sales employee" - Shall mean an employee who travels to the premises of customers and who regulates his/her own hours of work.
- 1.7 "Senior managerial" - Shall mean an employee who has the authority to hire, discipline and dismiss employees and to represent the employer both internally and externally.
- 1.8 "Sick leave cycle" - Shall mean:
- a) in respect of a new employee, the period of 36 (thirty six) months continuous employment immediately following that employee's commencement of employment; and
  - b) in respect of any other employee, the period of 36 (thirty six) months continuous employment immediately following the completion of that employee's prior sick leave cycle.

- 1.9 "Week" - Shall mean the period from Monday to Sunday inclusive, and as may be amended by the Employer from time to time and notified to the Employee in writing.

2. **INTRODUCTION:**

This Addendum contains the terms, conditions and agreements in respect of the Employee's **permanent** employment.

The Employee specifically agrees to be bound by the terms and conditions set out herein together with the Employer's Policies and Procedures listed in Addendum "C", as well as any other rules and obligations contained in any procedures, codes and practices currently applicable at the Employer's premises, and as may be amended from time to time.

3. **NATURE OF EMPLOYMENT:**

3.1 This appointment is effective as a **permanent** appointment.

3.2 The Employee's overall performance will be reviewed at regular intervals during the period of his/her employment. Should the Employee be found wanting by the Employer at such review/s the parties specifically agree that the Employer may terminate the Employee's employment.

3.3 Such reviews shall include the review of, *inter alia*, the Employee's work performance, disciplinary record, ability to adapt to the Employer's culture, personality traits and capacity to perform his/her job.

4. **NOTICE:**

4.1 This agreement may be terminated by either party giving notice to the other as follows:

4.2 1 (one) week, if the Employee has been continuously employed for 4 (four) weeks or less;

4.3 2 (two) weeks, if the Employee has been continuously employed for more than 4 (four) weeks but not more than (1) one year; and

4.4 4 (four) weeks, if the Employee has been continuously employed for 1 (one) year or more and it is agreed that such 4 (week) period will be 1 (one) calendar month.

4.5 The Employer may elect to pay the Employee in lieu of notice.

**5. REMUNERATION AND BONUSES:**

5.1 The Employee's remuneration shall be as set out in the Addendum "A" attached hereto.

5.2 Bonuses and annual or other increments are entirely at the Employer's discretion.

5.3 The Employer and Employee specifically agree that any changes to the Employee's remuneration package shall be reduced to writing and included in an amended Addendum "A".

5.4 Subject to the provisions of clauses 7, 8, 9, 10, 11, 12 and 13 the Employee will only be paid for hours actually worked by him/her.

5.5 The Employee understands that if:

5.5.1 he/she earns in excess of R149 736-00 (eighty nine thousand four hundred and fifty five rand) per annum (i.e. the threshold amount determined by the Minister of Labour in the Regulations to the Act and as may be amended from time to time);  
or

5.5.2 he/she is a senior managerial employee as defined in the Act; or

5.5.3 he/she is a sales employee as defined in the Act

then the provisions in this contract of employment in respect of overtime worked, work completed on Sundays, work completed on Public Holidays and night work are not applicable.

5.6 Accounts managers acknowledge and agree that they are deemed to be sales employees as defined in the definitions section of Addendum "B".

- 5.7 The Employee accepts that should he/she disclose his/her salary, including any benefits, allowances, bonuses, increments or payments of whatsoever nature by the Employer, that such disclosure will be deemed to be a breach of confidentiality by the Employer and that he/she may be subject to disciplinary action.

6. **WORKING TIMES AND WORK BREAKS:**

- 6.1 The Employee's ordinary working hours shall be from 8h30 to 17h00 from Monday to Friday, subject to clause 6.3.
- 6.2 Such working hours and starting and finishing times may be altered from time to time at the discretion of the Employer, in keeping with the operational requirements of the Company, and the Employee shall similarly be notified of such changes in writing.
- 6.3 The Employee agrees that he/she shall have a meal interval of 1(one) hour between 13h00 and 14h00.
- 6.4 The Employee understands that if s/he is a sales employee, clause 6.1, 6.2 and 6.3 do not apply, but s/he is required to work a minimum of 37.5 (thirty- seven and a half) hours per week and regulate his/her own working hours in order to achieve the duties and functions set out in his /her job description and attain sales targets set.
- 6.5 The Employee accepts that should he/she fail to report his absence from work, and his/her reasons for such absence, to the Employer for 3 (three) consecutive work days, then the Employer shall accept that the Employee has absconded.

7. **OVERTIME WORK:**

- 7.1 The Employee agrees that he/she may have to work for more than 37.5 (thirty-seven and a half) hours a week due to the Employer's operational requirements, and he/she agrees to work such overtime when directed to do so by the Employer and at short notice when the need arises.
- 7.2 The Employee will be paid for such work at one and a half times his/her ordinary rate or according to the relevant legislation which may be amended from time to time - and provided that he/she has worked more than 37.5 (thirty-seven and a half) hours a week.

7.3 The Employee shall not be paid any overtime pay unless he/she has completed an overtime form and obtained prior authorisation to work such overtime.

8. **SUNDAY WORK:**

8.1 The Employee agrees that he/she will not ordinarily be required to work on a Sunday.

8.2 The Employee specifically agrees to work on a Sunday when required and directed to do so by the Employer.

8.3 Insofar as the Employee is required to work on any Sunday, he/she shall be paid double his/her ordinary rate wage for any hours worked on such Sunday, provided that the Employee will be paid at least his/her ordinary daily rate.

9. **PUBLIC HOLIDAYS:**

9.1 The Employee agrees that he/she will not ordinarily be required to work on a Public Holiday.

9.2 The Employee specifically agrees to work on a Public Holiday when required and directed to do so by the Employer.

9.3 When an Employee does not work on a Public Holiday and that Public Holiday falls on a day that he/she would ordinarily work, the Employee will be paid his/her ordinary rate for that day.

9.4 Insofar as the Employee works on a Public Holiday which is a day he/she would ordinarily work, the Employee will be paid:

9.4.1 double the remuneration he/she would ordinarily receive for hours worked that day;

9.4.2 or if it is greater, his/ her ordinary daily rate plus the amount earned by the Employee for hours worked on that day

9.5 Insofar as the Employee works on a Public Holiday which is a day that he/she would not ordinarily work, he/she shall be paid his/her ordinary daily rate plus the amount earned by the Employee for hours work on that day.

9.6 Any reference in the policy and procedures manual referring to the Employer closing at 13h00 on Christmas Eve and New Year's Eve will no longer apply to any staff member who becomes a permanent employee after 1<sup>st</sup> December 2008.

10. **NIGHT WORK:**

10.1 The Employee acknowledges that due to the nature of the Employer's business, he will be required to work between 17h00 and 08h30 the next day, from time to time.

10.2 The Employee hereby agrees to work between the hours set out in clause 10.1 hereof when so required in terms of the Employer's operational requirements.

10.3 For the purpose of night work, the Employee acknowledges that he/she is able to obtain transport between his/her place of residence and the workplace.

10.4 The Employee shall not be expected to work a spread-over of more than 12 (twelve) hours.

10.5 All other provisions dealing with night work shall be dealt with in terms of the Act.

11. **ANNUAL LEAVE:**

11.1 The Employee shall be entitled to 15 (fifteen) working days paid annual leave, which equates to 1.25 leave days per month, and which shall not be accumulated.

11.2 The Employee specifically agrees that all annual leave not taken within 6 (six) months of same becoming due shall be forfeited.

11.3 The Employee shall be paid at his/her ordinary rate for annual leave.

11.4 The Employee shall only be entitled to take such annual leave at times granted by

the Employer ,and which shall not be unreasonably withheld, provided it has been requested 12 ( twelve ) weeks in advance.

- 11.5 Leave will not be paid out by the Employer under any circumstances.
- 11.6 Any reference in the policy and procedures manual referring to additional days leave with regards to any Jewish Holidays will not apply to any staff member that commenced permanent employment after 1<sup>st</sup> September 2007.

12. **SICK LEAVES AND MEDICAL:**

- 12.1 During every sick leave cycle, the Employee shall be entitled to an amount of days paid sick leave equivalent to the number of days that he/she would ordinarily work in a 6 (six) week period.
- 12.2 Despite clause 12.1, during the first 6 (six) months of employment, the employee is entitled to 1 (one) day's paid sick leave for every 26 (twenty-six) days worked.
- 12.3 If the Employee is absent due to illness for more than 2 (two) consecutive days, or on more than 2 (two) occasions in an 8 (eight) week period, or on a Monday or Friday, he/she must produce a valid medial certificate in order to be paid for such absence.
- 12.4 In the case of unavoidable absence, inclusive of medical reasons, the Employee shall notify the Employer prior to his/her commencing work on that day that he/she shall be unable to attend at work. Should the Employee fail, without good cause, to contact the Employer timeously and to notify the Employer of such absence, the Employer shall be entitled to regard such absence as absence without leave.

13. **FAMILY RESPONSIBILITY LEAVE:**

- 13.1 The Employee shall be entitled to 3 (three) days paid family responsibility leave per annum, which shall not be accumulated.
- 13.2 The Employee shall only be entitled to such leave once he/she has been continuously employed for more than 4 (four) months with the Employer.

- 13.3 The Employee must on signing this contract, submit to the Employer a list containing the names and ages of all his immediate family, i.e. spouse or life partner, parents or adoptive parents, grandparents, child (ren), grandchild (ren) and siblings.
- 13.4 The Employee will be granted family responsibility leave in accordance with the provisions of clauses 13.1, 13.2, and 13.3 and the definition of such leave as contained in the definitions section hereof - and only in respect of those family members whose names appear on the list referred to in clause 13.3 and which may be amended from time to time.
- 13.5 The Employee will only be entitled to such paid leave once he/she has submitted to the Employer a copy of the birth and/or death and/or medical certificate, as the case may be.
- 13.6 The Employee must first attempt to obtain the Employer's permission before taking such leave.
14. **MATERNITY LEAVE:**
- 14.1 The Employee is entitled to 4 (four) months maternity leave.
- 14.2 The Employee may commence maternity leave at any time from 4 (four) weeks before the expected date of birth, unless otherwise agreed or on a date that a medical practitioner or midwife certifies that it is necessary to do so.
- 14.3 The Employee may not work for 6 (six) weeks after the birth of her child, unless a medical practitioner or midwife certifies that she is fit to do so.
15. **DISCIPLINE:**
- 15.1 The Employee acknowledges that he/she will comply with the Employer's Disciplinary Code and Procedure, as well as all other codes and procedures in place and applicable at the Employer from time to time as listed in Addendum "C". This clause shall in no way detract from the generality of the provisions of the second paragraph of the introduction.

15.2 In addition to the provisions of the aforementioned Disciplinary Code and Procedure and any other Code and Procedure it is agreed that:

15.2.1 Should the Employee at any time attend work whilst under the influence of liquor or drugs, the employment relationship may be terminated either through incapacity procedures, if it is believed that the Employee suffers from an illness or addiction to such drugs or disciplinary procedure if the Employee confirms that he/she does not suffer from such illness/addiction.

15.2.2 The Employer may dismiss the Employee summarily if he/she incites or causes unprotected industrial action, or intimidates workers, or hinders and/or obstructs other employees of the Employer in the effective performance of their duties and if he/she assaults or threatens any other employee or displays grossly insubordinate behaviour and if he/she causes or incites to be caused, or is an accessory to, malicious injury to the Employer's property, or any attempt thereof, or if he/she is however remotely instrumental in any act or omission to negatively prejudice the Employer's operations and/or reputation and/or profitability and/or the reputation of any of the Employer's Directors.

15.2.3 The Employer and Employee agree to abide by all the provisions of any law or agreement applicable to the industry, trade or business the Employee is employed in during his/her employment with the Employer. Where the terms of this agreement may be in conflict with the provisions of any such law or agreement which may come into existence in the future then the conditions of such new law and/or agreement shall apply. This will not affect the validity and enforceability of the balance of this agreement.

15.2.4 If the Employee:

15.2.4.1 is employed in the capacity of a driver by the Employer; or

15.2.4.2 his/her duties include driving a motorised vehicle belonging to the Employer with the purpose of effecting the delivery of goods;  
then

- 15.2.4.3 the Employee shall be accountable to the Employer for all goods delivered on behalf of the Employer and all monies received from the receivers of such goods. In the event of there being a deficit in such monies or goods, or damage to such goods, the Employee(s) concerned will be liable to compensate the Employer for such deficit or damages. The Employee agrees to authorise the Employer, at the relevant time, to deduct such deficit or damages from any monies owed by the Employer to the Employee. Such monies shall include, but not be limited to the Employee's remuneration. Nothing contained in this sub-clause shall preclude the Employer from taking disciplinary action, or conducting a poor performance consultation with the Employee for incurring the deficit or causing such damage.
- 15.2.4.4 the Employee undertakes not to use or operate the Employer's motor vehicles contrary to any Statute, Ordinance or By-law.
- 15.2.4.5 in determining the extent of any deficit or damages referred to in sub-clause 15.2.4.3 hereof a certificate setting out such deficit or damages and signed by the competent Officer of the Employer shall suffice as proof of such deficit or damages.
- 15.2.4.6 whilst the Employee is in the custody of the motor vehicle he/she shall remain responsible and accountable for the well being of the motor vehicle. Prior to departure on any trip the Employee shall verify that the motor vehicle is in a safe and operational condition in keeping with the provisions of the manual of the motor vehicle and the provisions of any Statute, Ordinance or by-law.
- 15.2.4.7 should the Employee operate the motor vehicle contrary to any Statute, Ordinance, By-law or provisions contained in the motor vehicle manual, the Employee shall be liable for any damages and cost of repair, loss of earnings of the Employer and traffic fines. The Employee hereby undertakes to authorise the Employer, at the relevant time, to deduct all such amounts from

any monies owing by the Employer to the Employee, inclusive of remuneration, and agrees that such authorization is in accordance with the provisions of relevant legislation. Notwithstanding the payment of any fine or compensation of any loss to the Employer the Employee agrees that the Employer retains full recourse against the Employee in terms of the Disciplinary Code and Procedure.

15.2.4.8 the Employee undertakes not to give lifts to any persons whomsoever, whether employed by the Employer or otherwise, without permission from the Employer and understands that breach of this rule may result in his/her summary dismissal. The Employee further undertakes not to make any unauthorized stops whilst operating the vehicle and acknowledges that a breach of this rule may result in his/her summary dismissal.

15.2.4.9 it is further a condition of employment that the Employee will at all times comply with his/her obligations in law with regard to fitness, licensing requirements and any public driving permits that may be required.

16. **DUTIES, FUNCTIONS AND JOB DESCRIPTION:**

16.1 The Employee undertakes to perform the duties and functions set out in the Job Description which will be notified to him/her by the Employer verbally or in writing.

16.2 In addition to performing the duties and functions set out in the aforementioned Job Description the Employee:

16.2.1 Acknowledges the right of the Employer to instruct him/her to train other members of the work force in any sphere of his/her duties, as may be required by the Employer.

16.2.2 Accepts that he/she shall be required to perform any duties within his/her capabilities which may be assigned to him/her by the Employer from time to time.

16.2.3 Accepts that the Job Description referred to in clause 16.1 hereof may be replaced or amended, in writing or verbally, from time to time at the Employer's option, and undertakes to perform the duties and functions as may be set out in such new or amended Job Description, provided only that such duties and functions shall be within his/her capabilities.

16.2.4 Acknowledges that the performance levels and standards required of him/her shall be notified to him/her by the Employer, either verbally or in writing, from time to time.

16.2.5 Agrees that, notwithstanding the provisions of sub-clause 16.2.4, he/she shall be required, at all times, to perform in accordance with the levels, standards and norms accepted within the Industry within which he/she is employed.

16.3 The Employee acknowledges that he/she is not permitted to enter, work or be present in the areas listed below, unless specifically instructed by management to enter, work or be present in such areas and further acknowledges that if he/she enters, works or is present in these areas without specific management instruction that he/she shall be subject to disciplinary action: NOT APPLICABLE

17. **COMPANY ISSUED EQUIPMENT:**

17.1 The Employee acknowledges that he/she will be liable for any loss or damage to the Employer's goods and/or uniforms and/or equipment and/or vehicle in his/her custody, care and control.

17.2 The Employee agrees that he/she shall, after being afforded the opportunity to make representations, make payment to the Employer of the full amount of the Employer's loss and/or damage, referred to in clause 17.1 hereof, or such lesser amount as may be notified to him/her by the Employer.

17.3 The Employee agrees that he/she shall, at the relevant time, enter into an agreement with the Employer which shall entitle the Employer to deduct the amount referred to in clause 17.1 hereof from his/her remuneration.

17.4 The provisions of clauses 17.1, 17.2 and 17.3 hereof shall not in any way detract from the Employer's right to discipline the Employee for any misconduct whatsoever.

17.5 A certificate drawn by the Employer shall be *prima facie* proof of the amount of the Employer's loss or damage referred to in clauses 17.1 and 17.3 hereof.

17.6 All the Employer's goods and/or equipment must be returned to the Employer immediately upon termination of the Employee's employment and prior to final payment being made to the Employee.

18. **SAFETY AND SECURITY:**

18.1 The Employee agrees to observe and obey all the safety and security rules and regulations as prescribed by the Employer.

18.2 The Employee agrees that the Employer or persons appointed by it may from time to time, conduct searches of the Employee's person or personal possessions for security or safety reasons. Such searches may include any vehicle of the Employee which may enter the premises of the Employer.

18.3 The Employer undertakes to ensure that body searches are carried out without impairing the dignity of the Employee, as an example of which female employees shall only be searched by a female.

19. **OUTSIDE EMPLOYMENT:**

19.1 The Employee shall not be entitled to work for any other Employer, or conduct his/her own business unless the nature of his/her involvement has been revealed to the Employer and the written consent of the Employer has been obtained. A further condition is that the undertaking of the other Employer's business shall not, directly or indirectly, be in competition with the undertaking of the Employer and the Employee's involvement may not in anyway whatsoever detrimentally affect the Employee's work or his/her working relationship with the Employer.

20. **RETIREMENT AND EMPLOYER'S OBLIGATIONS UPON RETIREMENT OF EMPLOYEE:**

20.1 The Employee acknowledges that the normal retirement age for employees is 60 (sixty)

years of age. The employee further acknowledges and agrees that this employment contract will terminate at the end of the month in which the employee turns 60 (sixty) years of age.

20.2 The Employee further acknowledges that any contributions to a medical aid fund after his/her retirement, and after the Employer no longer employs him, will be the personal responsibility of the Employee and will not be the responsibility of the Employer, irrespective of past practices.

20.3 Although the Employer is not legally obliged to do so in terms of clause 20.2, the Employer reserves to itself the right, in its sole discretion and at any time, to provide such ex gratia monthly medical aid funding to any former or retired employee, at such rates, for such period and upon such further terms and conditions as it in its sole discretion may deem fit or appropriate. Nothing in this clause contained shall be construed as creating any expectation on the part of any employee to receive any such benefits in terms hereof nor shall any future precedent be deemed to be created by the Employer so acting.

21. **CONFIDENTIALITY:**

21.1 The Employee shall not divulge any confidential information to any unauthorised person or persons, natural or juristic, relating to any aspect of his/her work or any of the operations or processes of the Employer. Such information shall include methods, processes, computer software, documentation, client lists, programs, trade secrets, technical information, chemical formulae, drawings, financial information, or any other information which could be damaging to the Employer's operations or which could benefit other parties to the detriment of the Employer. Such restrictions shall apply during and after the Employee's employment with the Employer.

22. **EMPLOYEE BENEFITS, COST-TO- COMPANY REMUNERATION BASIS EXCLUDING MEDICAL AID:**

22.1 It is the policy of the Employer to conform to South African best business practice and industry standards concerning all employee benefits.

22.2 Accordingly, each permanent employee's remuneration package shall be

structured on a “cost to company “basis vis a vis employee benefits, like provident fund and group life benefits schemes, but exclusive of medical aid, which will not form part of the” cost to company” structure\_

**23. MEDICAL AID POLICY:**

The Employer’s policy regarding medical aid cover for its employees shall be as follows:

- 23.1 The Employer is committed to providing its employees with a fully comprehensive medical aid plan.
- 23.2 It will therefore remain compulsory for all permanent employees to join one of the medical aid schemes offered & approved by the Employer, unless such employee is a dependant of his /her spouse or another person who is a member of a specific recognised medical aid scheme. In such event, proof of membership of such recognised medical aid scheme must be furnished to the Employer upon request, failing which the Employer will, in its discretion, enrol the Employee on one of the medical aid schemes offered & approved by it.
- 23.3 As a result of the high costs of medical inflation every year, which in any given year may run at a rate higher than the CPI, all costs for the full value of the Employee’s monthly contributions for the medical aid cover associated with his/her medical aid membership (including the costs of the policy fee), will be borne and paid monthly by the Employer and will be over and above and not form part & parcel of the Employee’s “cost to company” remuneration package.
- 23.4 Any increase in annual costs to an employee’s medical aid contributions in any given year (provided that that such increase is within the limits of the rules of the medical aid scheme concerned and approved by the Employer) shall be borne in full by the Employer and will not result in any reduction in an employee’s remuneration package at the time when the employee’s “cost to company” remuneration package may, in the discretion of management, be reviewed every year.
- 23.5 Similarly, any reduction in costs to an employee’s medical aid contributions in any given year which may be occasioned by any changes to the composition of an employee’s family and the coming off from his/her medical aid cover of a family member or for any other reason whatsoever, will accrue to the benefit of the Employer and the Employee will not receive any benefit as a result thereof when his/her “cost to company” remuneration package may, in the discretion of management, be reviewed every year.

- 23.6 The Employer furthermore undertakes that, if during the course of any calendar year, the composition of an employee's family should change, and a child is borne to the employee or his spouse, the additional cost of the inclusion of that child as a dependant to an employee's medical aid contributions will be carried by the Employer as a company cost.
- 23.7 Any increased costs to an employee's medical aid contributions which may arise due to the marriage of the employee concerned, the taking on of a life partner or equivalent arrangement as a result of which the employee's spouse, life partner or equivalent adult dependant, (provided the inclusion of the adult dependant concerned is approved by the Employer), is added as a dependant to an employee's medical aid cover will, at the discretion of the Employer, be borne equally by the Employer and the Employee by way of a salary sacrifice .
- 23.1 Any self payment gap which may arise in respect of an employee's medical aid cover in any given year will be entirely for the cost of the employee concerned on the grounds that such gap can only arise through the use of his/her medical savings account by the employee for over- the- counter medication or similar use of items not covered by the rules of the medical aid scheme.

24. **TRAINING:**

- 24.1 The Employer 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. Attendance at these courses or programmes will be at the discretion of the Employer.

25. **CHANGE OF STATUS:**

- 25.1 The Employee shall within a reasonable period, but not longer than 7 (seven) days after such change, notify the Employer of any change in his/her status, such as address, dependants, marital status, telephone number, qualifications or any other relevant information.

26. **ADDRESS DOMICILIA:**

- 26.1 Should either party serve any notice on the other this shall be done in writing, which may be delivered by hand or sent by registered post to the address hereunder and such

address will be accepted as the address (*domicilium citandi et executandi*) for all legal intents or purposes concerning this Contract.

- 26.2 For the Employee: As per Covering Letter /Addendum "A "  
For the Employer: 7 Drome Road, Lyndhurst, JOHANNESBURG, 2106

27. **GUARANTEE BY EMPLOYEE:**

27.1 The Employee confirms that all documentation, information and credentials presented to the Employer in support of his/her application for employment and during employment are/will be authentic and it is agreed that in the event of any of the above subsequently proving to be false, this will be grounds for summary termination of the Employee's services.

27.2 The parties agree that all the terms and conditions are:

27.2.1 specified in this agreement and;

27.2.2 those conditions of employment not specified in this agreement shall be in terms of the Employer's rules, regulations and procedures; and

27.2.3 if this Employment Contract and the Employer's rules, regulations and procedures are silent on any specific point then, the relevant section (s) of the Act shall apply.

27.3 These conditions were explained to and interpreted for the Employee and are voluntarily accepted by the Employee.

28. **GENERAL:**

28.1 The Employer and the Employee agree that no indulgence granted by the Employer to the Employee shall be construed as a novation of this agreement or as waiver by the Employer of any of its rights in terms of this agreement.

- 28.2 The Employer and Employee further agree that no amendments or alterations to this agreement shall be of any force or effect unless reduced to writing and signed by both parties.
- 28.3 The Employer and the Employee agree that any one or more of the clauses of this agreement may be severed from the balance of this agreement, either by operation of law or otherwise, and that such severance shall not affect the validity and enforceability of the balance of this agreement.
- 28.4 The Employee acknowledges that he/ has read and understood this Addendum and undertakes to be bound by all the terms, conditions and agreements contained herein.
- 28.5 The Employer and Employee acknowledge that this agreement shall be subject to future legislative amendments that prescribe mandatory minimum conditions of employment, but shall not be amended unless such conditions of employment are mandatory.

Thus done and signed at Johannesburg on this the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
**FOR THE EMPLOYEE**

\_\_\_\_\_  
**FOR THE EMPLOYER**

**ADDENDUM "C"**  
**POLICIES AND PROCEDURES**

These are the current policies and procedures in place at the company, copies of which are available from the Human Resources Department and reception at Head Office in Johannesburg, and at Durban & Cape Town branch offices. You are expected to familiarise yourself with such policies and procedures. If you have any queries in respect of these policies and procedures, direct such queries to the Legal & Human Resources Manager. Such policies and procedures may be amended from time to time due to the Employer's operational requirements and/or legislation.

1. Annual Leave Policy
2. Remuneration Policy including for example SARS particulars, pay days, car allowances, expatriate accommodation, salary increments and bonuses, etc
3. Special Leave Policy including religious holidays
4. Travel Policy including company car, pool car and private vehicle use
5. Expense Policy for reimbursements in respect of parking tickets, purchase of milk for the office etc.
6. Dress Code Policy
7. Gift Policy
8. Health & Safety Policy
9. Disciplinary Code and Procedure
10. Incapacity Policy & Procedure
11. HIV/AIDS Policy
12. Grievance Policy & Procedure
13. Harassment Policy & Procedure
14. Policy On Electronic Communication
15. Private Telephone Calls Policy
16. Medical Aid, Provident Fund and Group Life Benefits Schemes Policy
17. Bonus Policy

The following policies and procedures will be introduced shortly in line with the requirements of the Employment Equity Act:

1. Recruitment Procedure
2. Nepotism Policy
3. Medical and Psychometric Testing Policy
4. Working Time Policy
5. Retrenchment Procedure
6. Performance Management Procedure
7. Training & development Procedure
8. Employment Equity Policy
9. Management Succession Procedure
10. Maternity Leave Policy
11. Levels and Delegation of Authorities

**ADDENDUM "D"**  
**RESTRAINT OF TRADE**

**1. DEFINITIONS AND INTERPRETATION:**

1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context:

1.1.1 "this/the Agreement" - means the Agreement contained in this document and amendments thereto;

1.1.2 "the Business" - means the business and products of the Employer, being in respect of the supply of Information Technology systems and services to the customs clearing, freight forwarding, air cargo and logistics industries, and shall include such business and products of the Employer as may be developed during the currency of the Employee's employment with the Employer, and shall further include all matters incidental and directly or indirectly related thereto;

1.1.3 "Competitor" - means any competitor of the Employer in respect of the business;

1.1.4 "Competitive activity" means any activity which is the same as or similar to the business;

1.1.5.."Confidential information"- means all confidential information relating to the business which includes, but is not limited to:

1.1.5.1 the business skills and knowledge in respect of the business and any information relating to promotional plans, financial models, inventions, long term plans and any other information of the business, in whatever forms it may be;

- 1.1.5.2 the marketing techniques, business methods, policies, techniques, processes and know how in respect of the business, including but without derogating from the generality thereof, the formulation and compilation of client lists and of information sources and contracts within the business;
- 1.1.5.3 other confidential information and trade secrets which relate to the business in respect of which information is not readily available in the ordinary course of business;
- 1.1.5.4 all knowledge and information relating to the duties of a person employed in such capacity as has been that of the Employee during the tenure of her employment with the Employer;
- 1.1.6 “the Employee”- means the employee referred to in the letter of appointment;
- 1.1.7 “the Employer” - means COMPU – CLEARING (PTY) LIMITED;
- 1.1.8 “Effective Date”-means the date upon which the Employee commenced employment with the Employer;
- 1.1.9 “Entity” includes any Association, Business, Close Corporation, Company, Corporation, Concern, Enterprise, Firm, Partnership, Trust, Person, Undertaking, Voluntary Association or any other similar body;
- 1.1.10 “Interested”- means engaged in or concerned with, either directly or indirectly, in any capacity, including but not limited to, Advisor, Agent, Consultant, Director, Employee, Financier, Manager, Member of a Close Corporation, Member of a Voluntary Association, Partner, Proprietor, Shareholder, Contractor, Representative, Assistant, Trustee or otherwise;
- 1.1.11 “the Parties” - means the Employer and the Employee;
- 1.1.12 “the Republic” means the Republic of South Africa;

1.1.13 "the Restraint period"-means the entire period whilst the Employee remains employed by the Employer together with a further period of 12 (twelve) months calculated from the date upon which the Employee's employment with the Employer terminates;

1.1.14 "the Territory" - means any area within a 50 ( fifty) kilometre radius of any office of the Employer, from which the Employer conducts the business, within the Republic, and shall include the premises of any client of the Employer within the Republic.

1.2 Any reference to the singular in this Agreement includes the plural and vice versa.

1.3 Any reference to natural persons includes legal persons and vice versa.

1.4 Any reference to the masculine gender includes the feminine gender.

1.5 Where appropriate, meanings ascribed to defined words and expressions in clause 1.1 of this Agreement, shall impose substantive obligations on the parties.

1.6 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

1.7 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.

1.8 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic.

## **2. INTRODUCTION:**

It is recorded that: -

2.1 The Employee is an Employee of the Employer.

- 2.2 The Employee has accordingly become a key figure in the industry and in the business, has acquired specialised skills and knowledge and will possess and have knowledge of confidential information and know how of the Employer's business.
- 2.3 The Employee will develop and maintain close personal contact with all of the employer's clients and employer's registered employees, and will establish the necessary rapport with those clients and employees for the purposes of the business and will have access to all of the Employer's operations, its clients, special arrangements with its clients, its Subsidiaries, its Associates, its special arrangements with its Subsidiaries and Associates, its employees and special arrangements with its employees and generally its method of doing business.
- 2.4 The Employer will accordingly suffer damage should the Employee make use of the confidential information contrary to the objectives of the Employer and the business, or be employed with a competitor of the Employer, or be interested in an entity which is a competitor of the Employer and/or carries on a competitive activity.
- 2.5 The Employee will possess extensive expertise and know how in relation to the financial affairs of the business, the business itself and will, furthermore, enjoy substantial goodwill amongst the clients of the Employer.
- 2.6 The Employee has accordingly agreed to the Restraint of Trade in terms of this Agreement.

### **3. ACKNOWLEDGEMENTS BY THE PARTIES:**

- 3.1 The Employee shall, upon signature of this Agreement, be subject to the restraints recorded in this Agreement, and entitled to the restraint consideration.
- 3.2 The Employee hereby acknowledges that he/she will have complete access to the confidential information in the course of his/her employment with the Employer and will consequently become acquainted with and acquire an intimate knowledge thereof.
- 3.3 The Employee hereby acknowledges that he/she will acquire experience, knowledge and skills which would be valuable to a competitor of the Employer or any Entity conducting a competitive activity.

- 3.4 The only effective and reasonable manner in which the Employer's proprietary rights in respect of the business (including its goodwill) the confidential information and the interests of its Directors, Shareholders, Employees and clients can be protected is the restraints imposed upon the Employee in terms of this Agreement.
- 3.5 The Employer and Employee acknowledge that they have freely and voluntarily entered into this agreement and that neither one of them has been coerced, unduly influenced or pressurized into entering into this agreement.

**4. RESTRAINT:**

- 4.1 The Employee hereby undertakes that during the restraint period:
- 4.1.1 s/he shall not seek or accept employment with or be a consultant or advisor to any competitor or be directly or indirectly interested in any competitive activity anywhere in the territory;
  - 4.1.2 s/he shall not disclose in any manner whatsoever the confidential information without the prior written authorisation of the Employer, other than to persons connected with the Employer who are entitled to know such confidential information;
  - 4.1.3 s/he shall not for his/her own benefit or for the benefit of any other person or entity (other than the Employer), directly or indirectly, use any confidential information in whatsoever manner;
  - 4.1.4 s/he shall keep all confidential information relating to the Employer confidential;
  - 4.1.5 neither /she nor any Entity in which s/he is directly or indirectly interested will either directly or indirectly:
    - 4.1.5.1 canvass or try to canvass business from clients of the Employer;  
or
    - 4.1.5.2 do anything referred to in this clause 4 anywhere in the territory which has the effect of causing prejudice to the Employer;

4.2 The Employee further agrees that neither s/he nor any Entity in which /she is directly or indirectly interested or by which /she is employed (other than the Employer) will during the restraint period, either directly or indirectly:

4.2.1 encourage, persuade, or induce any employee of the Employer to terminate his/her employment with the Employer or to be interested either directly or indirectly in any competitive activity within the territory;

4.2.2 furnish any information or advice to any other employee employed by the Employer or to the prospective employer of such employee, or use any other means either directly or indirectly designed, in the ordinary course of events calculated to result in, any such other employee terminating his/her employment with the Employer or becoming employed by, or becoming directly or indirectly or in any other way interested in any entity involved in any competitive activity within the territory;

4.2.3 furnish any information or advice to any client of the Employer that any other employee of the Employer intends to or will, directly or indirectly, be interested in or become employed by any Entity conducting the business within the territory.

**5. DURATION:**

5.1 This Agreement shall commence on the effective date and continue thereafter for the restraint period.

**6. DOCUMENTATION AND INTELLECTUAL PROPERTY:**

6.1 The Employee hereby agrees and confirms that the Employer is the owner of all written instructions, notes, memoranda, cassettes, agreements, lecture notes, maps, technical information, computer diskettes, work shop and seminar materials or any other documentation or intellectual property of whatsoever nature relating to the confidential information which may come into her possession during the course of his/her employment with the Employer, and that such documentation and intellectual property shall be handed over to the Employer, together with all copies thereof, upon termination of the Employees employment with the Employer.

**7. CONSIDERATION:**

- 7.1 The employee acknowledges that his /her restraint consideration is paid on a monthly basis and forms part of his /her monthly salary.

**8. REASONABLE UNDERTAKINGS:**

- 8.1 The Employee acknowledges and agrees that the undertakings set out in this Agreement are reasonable as to subject matter, restraint period and territorial limitation and constitute no more than that which is reasonable and necessary to maintain the goodwill, business and legitimate business interests of the Employer and go no further than is reasonably required for the protection of such interests.
- 8.2 Should the reasonableness of any one of the undertakings contained in this Agreement at any time be disputed, the onus of proof shall be on the Employee to establish the alleged unreasonableness of the undertaking in question.
- 8.3 The restraint clauses set out in this Agreement shall initially be given the widest possible interpretation and no restraint or combination of restraints shall be limited by reference to or inference from any other restraint or combination of restraints, provided that the invalidity or unenforceability of any one or combination of restraints referred to in this Agreement shall not affect the validity or enforceability of any of the other restraints referred to in this Agreement or any other combination of such restraints.
- 8.4 The Employee acknowledges that this Agreement is entered into on the basis, and it is a material term of this Agreement, that the Employer is entitled to the limitations set out in this Agreement in order to protect the business and the confidential information.

**9. SEVERABILITY OF RESTRAINTS:**

- 9.1 The Employee acknowledges and agrees that each of the undertakings set out herein, including those appearing in a single clause, shall be construed as imposing separate, severable and independent restraints in respect of:
- 9.1.1 each act or activity falling within the ambit of the competitive activity; and
- 9.1.2 the nature of each interest and each capacity in relation to the competitive activity which the Employee is prohibited from undertaking in terms of this Agreement.

**10. NATURE OF THE EMPLOYER'S RIGHTS:**

The rights of the Employer under this restraint Agreement are vested:

- 10.1 In itself;
- 10.2 In its successors - in - title, or assigns; and
- 10.3 In favour of its Shareholders from time to time, the Employer acting as an agent in this respect, and the successors - in - title of such Shareholders, or their assigns.

**11. NOTICES AND DOMICILIUM:**

- 11.1 The parties choose as their *domicilium citandi et executandi* the respective addresses set out in this Clause for all purposes arising out of or in connection with this Agreement and at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination, may validly only be served upon or delivered to the parties.
- 11.2 As regards the Employer, for the purposes of this Agreement, the address shall be:  
As detailed in Addendum "A"
- 11.3 As regards the Employee, for the purposes of this Agreement, the address shall be:  
7 Drome Road, Lyndhurst, JOHANNESBURG, 2106  
Fax No (011) 882 7009  
Email address: ivan @compu-clearing .com
- 11.4 Any notice given in terms of this Agreement shall be in writing and shall:
  - 11.4.1 if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery;
  - 11.4.2 if posted by prepaid registered mail, be deemed to have been received by the addressee on the 8<sup>th</sup> (eighth) day following the date of such posting;
  - 11.4.3 if given by telegram, be deemed to have been received by the addressee 1 (one) day after dispatch; and

11.4.4 if transmitted by facsimile, be deemed to have been received by the addressee on the day of dispatch.

11.4.5 notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the parties from the other, including by way of telegram or facsimile transmission, shall be adequate written notice or communication to such party.

**12. JURISDICTION:**

12.1 The parties agree to the jurisdiction of the High Court of South Africa and to South African Law.

**13. CESSION:**

All of the rights of the Employer, in terms of this restraint Agreement, shall be capable of cession by it, free of any consent, or any consideration payable to the Employee, to any person/entity/company/organisation, or the like, situate anywhere in the world; provided that such person/entity/company/organisation has a vested interest in the South African operation of the Employer such as justifies a goodwill factor, giving rise to a cause for the restraint.

**14. WHOLE AGREEMENT:**

This Agreement constitutes the whole Agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties other than those set out herein, are binding on the parties.

**15. VARIATION:**

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both the parties or their duly authorised representatives.

**16. RELAXATION:**

No latitude, extension of time or other indulgence which may be given or allowed by either party to the other in respect of the performance of any obligation hereunder or the enforcement of any

right arising from this Agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be implied consent by such party or operate as a waiver or novation of, or otherwise affect any of the parties rights in terms of, or arising from this Agreement, or estop such party from enforcing, at any time and with out notice, strict and punctual compliance with each and every provision or term hereof.

**17. COSTS:**

All costs of and incidental to this Agreement, as well as of the negotiations leading up to the conclusion of the same, shall be borne and paid for by the Employer.

**Thus done and signed at Johannesburg on this the \_\_\_\_\_ day of \_\_\_\_\_ 200 .**

\_\_\_\_\_  
**EMPLOYER**

\_\_\_\_\_  
**EMPLOYEE**