

# CONTRACT OF EMPLOYMENT

between

**Generation IT Group (Pty) Ltd**

Reg. No **2021/967452/07**

(hereinafter referred to as the "Employer" or "the Company")

and

Full Names : Zoe Samantha Bell  
(hereinafter referred to as "the Employee")

Identity Number : 9708231227082

## 1. APPOINTMENT AND CONDITIONS OF SERVICE

- 1.1. The employee's appointment and this Employment Agreement is subject to, and conditional upon, the employee being in compliance with such legal requirements as may be applicable for the employer to be able to validly employ the employee upon the terms as set out in this Agreement.
- 1.2. Provided that the employee has accepted and agreed to the terms and conditions as set out herein, the employee is appointed as a **Product Administrator** with effect from **26<sup>th</sup> June 2024**.
- 1.3. The employee reports directly to **The Service Delivery Manager** or such other person as may be nominated by the company from time to time. The employee's specific working hours and most important duties and responsibilities are as set out in the **Scope of Duties** attached hereto as **Schedule One**. Specific or alternative duties / tasks may however from time to time be given to the employee.
- 1.4. Newly appointed staff are required to serve a probationary period of **6 (six) months**. Failure to meet the standards set by the employer shall be sufficient reason to terminate this agreement.
  - 1.4.1. Subsequent to the employer's confirmation of successful completion of the probationary period by the new employee, permanent employment shall continue for an indefinite period, subject to termination of employment as outlined in the Termination clause below.
  - 1.4.2. During the probationary period, 1 (one) week's written notice will apply.
- 1.5. The employee acknowledges that he/she may be required to participate in training initiatives (technological or otherwise) for business purposes and agrees to do so willingly.
- 1.6. Details of the employer's policies, procedures and code of conduct are more fully set out in **Annexure A** attached hereto and other policy documents referred to. The employee must familiarise him/herself with the relevant documents and abide thereby. The employer reserves the right to amend these policies from time to time as may be required. Employees will be advised and/or may be consulted in this regard.

Employer's initials	Employee's initials
A.M.	Z.B.

- 1.7. The employee may in no way commit or purport to commit the company, its directors, employees, agents or other employees to any legal obligation whatsoever, unless specifically authorised, in writing, to do so.

## 2. PLACE OF WORK

The employee will usually perform his/her duties at the company's offices at **GenerAction IT's** office located in Bellville, or at such other place where it can reasonably be expected of the employee to work.

## 3. WORKING HOURS

- 3.1. The performance of the employee's duties will take place on such days and times as may be determined by the employer from time to time. (See **Schedule One**). Upon commencement of employment, the employee's working hours will be 45 hours worked between Monday to Friday from 10:00 to 18:00 during BST and 11:00 to 19:00 during GMT +1 with a 1 hour lunch break. These hours are to coincide with our UK customers.
- 3.2. **The employee however undertakes to work the hours necessary to complete tasks by deadlines given. Some activities may take place in the evenings or over weekends.**
- 3.2.1. The employee agrees and undertakes to perform such duties willingly and diligently and, when so required, to work overtime, subject to the applicable legislation.
- 3.2.2. Should statutory overtime provisions apply, compensation in terms of the Basic Conditions of Employment is payable (usually at a rate of 1½ times normal remuneration). The employee agrees that the employer may grant commensurate time off in lieu of overtime payment.
- 3.3. Punctuality and attendance at work is necessary for the proper functioning of the company. Unauthorised absence or repeated late coming in relation to the employee's duties, is unacceptable and will be subject to disciplinary action. It is the employee's responsibility to contact his/her manager timeously to discuss any problems in this regard.

## 4. REMUNERATION AND DEDUCTIONS

- 4.1. The employee's remuneration is set out in the attached Remuneration schedule, **Schedule Two**.
- 4.2. The employee's remuneration will be reviewed annually and will be considered according to employees' individual performance, the general economic climate and the company's financial position.
- 4.3. The employee's monthly cash salary less any applicable deductions shall be paid monthly in arrears directly by transfer into the employee's banking account, by the 30<sup>th</sup> day of the month, or such earlier day of the month as decided upon by the employer within its sole discretion.
- 4.4. Deductions  
The employer shall make all applicable deductions as required by legislation, such as tax and UIF, from the employee's monthly salary, as well as any other deductions which have been authorised by the employee; or as may be required by a court order; or otherwise permitted in terms of the law.

## 5. LEAVE

Employer's initials	Employee's initials
A.M.	Z.B.

### 5.1. Annual leave

- 5.1.1. The employee is entitled to a minimum of **Twenty One (21) working days'** annual leave per year in terms of the Basic Conditions of Employment Act. This leave consists of 15 days standard leave and 6 additional days for South African National Holidays. This leave must be taken during the applicable leave cycle or within six (3) months of the end thereof.
- 5.1.2. In addition to statutory leave and after completion of the first five years of employment, the employee will be granted 1 additional working days leave per year, During subsequent years 6, 7, and 8 the employee will be granted an additional 1 working day leave per year to a maximum of 25 days leave. This additional leave which will be subject to such conditions as set out in the employer's leave policy.
- 5.1.3. The employee will follow UK standard public holidays as follows; New Years Day (1<sup>st</sup> January 2024), Good Friday (29<sup>th</sup> March 2024), Easter Monday (1<sup>st</sup> April 2024), Early May Bank Holiday (6<sup>th</sup> May 2024), Spring Bank Holiday (27<sup>th</sup> May 2024), Summer Bank Holiday (26<sup>th</sup> August 2024), Christmas Day (25<sup>th</sup> December 2024) and Boxing Day (26<sup>th</sup> December 2024).
- 5.1.4. Leave must be taken at a time convenient to the employer. The employee must apply for leave and this must be approved by the employer before leave may be taken.
- 5.1.5. The employee is required to take annual leave during the period(s) of closure of the office, usually in December of each year.
- 5.1.6. Accumulated statutory leave may not be paid out except upon termination of employment.
- 5.1.7. Further details are provided in the leave policy.

### 5.2. Sick leave

- 5.2.1. The employee is entitled to paid sick leave based on 3-year cycles. In every cycle of three (3) years, the employee is granted sick leave equivalent to the number of days that he/she normally works in a six-week period, i.e. 30 working days.
- 5.2.2. During the first six months of employment, an employee is entitled to 1 days paid sick leave for every 26 days worked. If the employee needs extra sick leave, it will be in the form of unpaid leave.
- 5.2.3. Sick leave may not be accumulated from one sick leave cycle to the next, and unused sick leave has no cash surrender value and cannot be 'encashed' by the employee.
- 5.2.4. Should the employee be absent for health reasons for more than two (2) consecutive days or for more than a total of two days in any eight (8) week period, the employee will only be entitled to paid sick leave upon submission of a valid medical certificate. Further details as set out in the employer's leave policy.
- 5.2.5. Medical certificates must be issued by a registered medical practitioner who has examined the employee and who can, in his/her professional capacity, certify that the employee had been unfit to perform his/her duties due to illness or injury, for a specified period.
- 5.2.6. The employee must personally inform his/her manager of any such absence by phone or VOIP, and the expected date of his/her return to work, wherever possible before 09h00 on the first day of absence, and on each day of absence thereafter.

### 5.3. Maternity leave

Employer's initials	Employee's initials
A.M.	Z.B.

- 5.3.1. In terms of the Basic Conditions of Employment Act, an employee is entitled to four (4) months' maternity leave. In terms of the Act, the employer is not obliged to pay the employee during maternity leave.
- 5.3.2. Maternity leave should normally commence at any time from four (4) weeks prior to the expected birth; and may not end until six (6) weeks after the birth - unless a medical practitioner has approved of shorter periods.
- 5.3.3. Further details as set out in the employer's leave policy.
- 5.4. Family responsibility leave
  - 5.4.1. Subject to the conditions as set out in the employer's leave policy, the employee may be granted a total of three (3) days' paid family responsibility leave per year once appropriate proof of the necessity for such leave has been provided.
  - 5.4.2. This leave will only apply in the following circumstances:
    - 5.4.2.1. When the employee's child is born (where maternity leave is not applicable)
    - 5.4.2.2. When the employee's child is ill; or
    - 5.4.2.3. In case of the death of: the employee's spouse or life partner, or the employee's parents, adoptive parents, grandparents, child, adopted child, grandchild, brother or sister.
  - 5.4.3. This category of leave does not accrue and cannot be converted to monetary compensation (including upon termination of employment).

## 6. TERMINATION OF EMPLOYMENT AND NOTICE PERIODS

- 6.1. The employer may terminate the employee's employment on the grounds of incapacity, poor performance, misconduct or the employer's operational requirements, or any other reason as may be recognised by law.
- 6.2. Any party can terminate the agreement upon **One (1) months'** notice (i.e. from the last working day of the calendar month + 30 calendar days), read with par 6.1 above. This notice period may not coincide with any statutory leave other than certified sick leave. Notice must be given in writing and if the employee resigns, written notice must be handed to the employer.
- 6.3. Should the employer terminate the employee's employment on the basis of misconduct, the employee may be summarily dismissed, and no notice is applicable.
- 6.4. If the employer terminates the employee's employment, the employer may, in its discretion, elect to pay the employee for the notice period and not require him/her to work during the notice period.
- 6.5. Retirement: It is agreed that retirement age will be upon employees reaching 60 (sixty) years of age, the employment relationship automatically terminating and the end of the month during which the employee reaches this age.
- 6.6. Immediately upon termination of this contract for any reason whatsoever, the employee shall hand over to the company all of the company's property in his/her possession or under his/her control, including cellular telephones, equipment, keys, security cards, any books, documents, computer equipment, devices, computer discs or information and all copies of such information (howsoever such information may be stored, whether on paper, computer disc, or otherwise) or any other property of any nature whatsoever.

## 7. SAFETY, SECURITY AND LOSS CONTROL

Employer's initials	Employee's initials
A.M.	Z.B.

- 7.1. Non-compliance with security, safety and health regulations, and safe work/operating procedures and practices by an employee, shall be considered to be serious misconduct. The company shall not accept any liability for any damage, losses, injury or illness as a result of an employee's non-compliance with safety / security measures and safe operating- or work procedures.
- 7.2. The employee is personally responsible for taking reasonable care of the safety of the person and property of the employee, the company and of other persons who may be affected by the employee's acts or omissions during the course and scope of the employee's employment.
- 7.3. The employee must inform senior management immediately of any work related incident, injury or illness.
- 7.4. The employee specifically agrees to the following:
  - 7.4.1. All employees are subject to the security and safety provisions of the employer and their respective clients. The employee consents to his/her person or property being searched when reasonably required to do so; as well as submitting to breathalyser or similar tests when deemed appropriate by the employer.
  - 7.4.2. The employee acknowledges and accepts that close circuit television and other camera and/or surveillance equipment (covert or overt) may be used at the premises or in specific workplaces, to promote workplace loss control and security of life and property. The employee agrees that such records may be used as evidence in any proceedings involving the employee.

## 8. COMPUTER / ELECTRONIC / DIGITAL SYSTEMS

- 8.1. Computers, digital devices, electronic- and communications equipment and software are made available to the employee for the express purpose of the company's business use.
- 8.2. The employer may specify the manner in which these facilities / equipment may be used and limit the employee's activities to business use only. The employee must study and comply with the employer's electronic / computer / internet policy provisions.
  - 8.2.3. Specifically, the employee undertakes not to copy any software whatsoever, for whatever purpose, from one computer/device to another, whether within or external to the company, unless both the software licence and the company permit this.
  - 8.2.4. The employee may also not load onto such computers or devices any software, or attach any hardware, without the prior approval in writing from the employer.
- 8.3. Any abuse of this property or private use thereof to the extent that it impacts negatively upon the business, shall be treated as an offence.
- 8.4. The employee agrees that the employer has the right to monitor, access and review the utilisation of all computer, communication, or similar, equipment (including all and any e-mail, voice-mail and other electronic records), and consents to the monitoring and interception by the employer of his/her communications which she may send or receive using the equipment of the employer. The employee also agrees that evidence so uncovered may be used by the employer in any proceedings involving the employee.
- 8.5. Use of the employee's private digital equipment during working hours may not interfere with or compromise the employee's performance of his/her duties in any way.

## 9. CONFIDENTIALITY

Employer's initials	Employee's initials
A.M.	Z.B.

- 9.1. The employee shall not, during the existence of his/her employment or after the termination thereof, be entitled to use or disclose any information or knowledge that specifically relate to the company and which the employee has obtained as a consequence of his/her appointment at, or association with, the company, for his/her own benefit or for the benefit or someone else.
- 9.2. Such information include, but is not limited to, technical know-how, data, business plans, drawings, systems, methods, software, processes, client lists, reports, bills of quantities, programmes, marketing or financial information, etc.
- 9.3. The employee further undertakes to divulge such information only to persons employed or authorised by the company and who are required to know such secrets or such confidential information for purposes of their employment or association with the company.
- 9.4. No statements to the media may be made by the employee except with specific prior authorisation by the employer.
- 9.5. The employee further acknowledges his/her responsibility to observe and adhere to legislative provisions relating to the protection of private information (POPI Act), and to comply with all company procedures and protocols in this regard.
- 9.6. The obligations contained in this paragraph shall survive the termination of this contract and the employee shall at no time thereafter use or disclose such information until (and the onus shall be on the employee to demonstrate this) that information has become public knowledge as a result of deliberate disclosure by the company.

## 10. INTELLECTUAL PROPERTY

- 10.1. The company has exclusive rights to any intellectual property generated by the employee during the course of his/her employment and any title, copyright, patents or royalties stemming from these objects or inventions shall be vested in the company. Intellectual property rights include, but are not limited to, discoveries, inventions, processes, products, improvements, trademarks, designs, models, solutions and the like (whether registered or not registered).
- 10.2. All intellectual property shall be deemed, unless established to the contrary by the employee, to have been conceived by the employee during the course and scope of his/her employment with the company.
- 10.3. The employee also agrees that all images and videos or material gathered during his/her contract with the company shall remain the property of the company and may not be repurposed or reused.

## 11. POST-EMPLOYMENT RESTRICTIONS

- 11.1. The employee will have access to the company's confidential information and will have the opportunity to develop and create relationships with the company's clients and business connections – which will place the employee in a position to prejudice the company if he/she decides to compete with it.
- 11.2. In view of this, the employee agrees that, for a period of **twelve (12) months** after termination of employment with the company, he/she will desist from (directly or indirectly) engaging, contracting, inducing or attempting to induce / entice away any employee, client or customer of the company with whom he/she had material dealings during the twelve (12) months prior to the termination of his/her employment.

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- 11.3. The employee also agrees not to work for any competing IT Managed Services or IT Consulting Companies on any of the company's clients projects or to share any of the company's client strategies or any information about its clients, for a period of **twelve (12) months** of leaving the company.

## 12. GENERAL

- 12.1. All employees are expected to conduct themselves in a dignified and professional manner at all times so as to bring credit to the company and to promote its objectives. Dress must be appropriate and where uniforms or safety clothing/equipment are provided, the employee is required to wear / use these.
- 12.2. All company rules and its Code of Conduct must be strictly adhered to. Misconduct or any conduct in breach of these requirements, will lead to disciplinary action.
- 12.3. The employee agrees and undertakes that he/she will honestly and diligently apply him/herself to the duties assigned to him/her by the company and that he/she will at all times work for the good of the company and that he/she will not at any time do or say anything which may, directly or indirectly, bring the company into disrepute or cause a negative perception of the company to prevail. This includes posts on social media.
- 12.4. The employee undertakes to immediately alert the employer to any factors or situations which may affect the company adversely.
- 12.5. The employee may not engage (directly or indirectly) in any other work, business or activity (with or without compensation) unless this has first been brought to the attention of the employer and permission in writing obtained to do so.
- 12.6. The employee may not (directly or indirectly) compete with the interests of the employer and may not put him/herself in a position which may constitute a potential conflict of interests.
- 12.7. In the interests of honest and ethical business practices, any gifts, expressions of appreciation, discounts or considerations from anyone affiliated with the company should only be accepted by the employee with the knowledge and consent of senior management and in accordance with the company's code of ethics and the principles of good governance.
- 12.8. The employee may not utilise any of the employer's facilities, assets or property for personal use without the prior permission from senior management.
- 12.9. Any reasonable out-of-pocket expenses wholly and necessarily incurred on company business will be reimbursed to the employee, provided that it has been approved by the company in advance. Reimbursement for business mileage will be at a fixed rate per kilometre as may be determined by the company from time to time.

## 13. CAPACITY

The employee warrants that he/she is fit and capable of performing his/her duties in terms of this contract and is not in any way (legally or otherwise) prohibited from being employed by the company or restrained from fulfilling his/her obligations in terms of this contract.

## 14. JURISDICTION

This agreement shall be governed by and construed under South African Law.

Employer's initials	Employee's initials
A.M.	Z.B.

## 15. NOTICES AND DOMICILIA

The parties to this contract choose as their *domicilia citandi et executandi* their respective addresses set out in this clause for all purposes under this contract, whether in respect of court process, notice or other documents or communications of whatsoever nature.

The employer: **PO BOX 70532, THE WILLOWS, PRETORIA, GAUTENG, 0041**

The employee: 108 Wrench Road Churchill Estate

## 16. ACKNOWLEDGEMENT

- 16.1. The employee acknowledges by signing this agreement that he/she understands the contents thereof and accepts these unconditionally.
- 16.2. This agreement supersedes all previous contracts, undertakings or representations between the parties (verbal or written) and contains the whole agreement in relation to the employment relationship between them.

Signed at Paarl on this 11 day of June

*Alan McLutosh*

Signature \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR

On behalf of the Employer

Designation

Signed at Cape Town on this 11 day of June

*Zoe Bell*

Signature \_\_\_\_\_

The Employee

**Note: Both parties must also sign all the pages of the agreement, and initial all annexures as well as any amendments or deletions.**

Employer's initials	Employee's initials
<i>A.M.</i>	<i>Z.B.</i>



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Schedules:      One - Scope of duties and working hours  
                         Two - Remuneration

Annexure:      List of policies and procedures

Employer's initials	Employee's initials
A.M.	Z.B.

**SCOPE OF DUTIES and WORKING HOURS****Working hours**

- Business / office hours are from 08h00 to 22h00 Mondays to Sundays, or as may be determined by the company from time to time.
- The employee may also be expected to work such additional hours (on or off premises) as are necessary to fulfil the responsibilities and duties associated with his/her position.

The employee agrees to work such reasonable additional hours when so required by the employer in view of operational demands, including nights, weekends and/or Public Holidays.

*(Optional if the employee is below the earnings threshold)* Statutory overtime provisions apply only to employees earning below the statutory Earnings Threshold (as of 1 July 2014 this amount is R206,433 per year)

- The employee agrees that time off may be granted by the employer in lieu of overtime payment.
- Overtime is calculated at a rate of 1½ times the employee's normal hourly rate, however time worked on Sundays and Public Holidays is calculated at double the hourly rate.
- It is agreed that the employee will take a lunch break of one hour, usually between 12h00 and 14h00, but in consideration of operational demands.

**Scope of Duties and Responsibilities**

Please note that this is not an exhaustive list and may be amended by the employer from time to time. The employer may also give additional tasks to the employee which is not contained in this schedule but within the reasonable capacity of the employee.

***Duties associated with the work of a Mobile Application Developer*****Main purpose of job:**

*Working directly under the Service Delivery Manager The product service administrator is responsible for overseeing all aspects of the work order for the product team.*

*This individual will be a key member of the customers software development team whilst being based in our office in Durbanville, you will be responsible for assisting the development team support and manage their efficient and user-friendly applications that run seamlessly on both iOS and Android platforms.*

*You may be required to work outside of business hours to accommodate a 24/7 environment, project delivery. Therefore, we require employees who's lifestyle fit in with a flexible approach and willing to work in environments striving for modernisation and automation.*

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**Communication:**

- Respond to user queries and requests in a timely and professional manner. (adhering to departmental SLAs)
- Facilitate communication between external stakeholders and the relevant cross-functional team.

**Onboarding Support:**

- Assist in the onboarding process for new clients and contractors, providing necessary materials and support.
- Collaborate with the team to ensure a smooth transition for new clients.

**Customer Feedback and Surveys:**

- Coordinate and execute user feedback surveys.
- Summarise feedback and provide insights to the Product team.
- Completing Platform testing across different products.

**Issue Resolution & User Support:**

- Work closely with the support team to address user issues promptly using multi-channels. (i.e. Phone/ Email/Ticketing System)
- Escalate critical issues to the appropriate channels for resolution.
- Configuration and set up of compliance questions and user requirements.
- Validation of Platform service offerings i.e., Disclosure Barring Service and IR35 checks.

**Documentation and Reporting:**

- Generate reports on departmental metrics, including satisfaction & issue resolution rates.
- Contribute to the creation of internal & external user documentation & best practices.

**Collaboration:**

- Collaborate with cross-functional teams, including sales, marketing, and product development.
- Act as a liaison between users and internal teams to ensure a unified user experience.

**Training and Development**

- Stay informed about product updates and industry trends.
- Provide internal training or guidance to team members, as needed.
- Provide product demos to internal and external stakeholders.

**Event Coordination:**

- Assist in planning and coordinating customer demos, or training sessions.

Employer's initials	Employee's initials
A.M.	Z.B.

## Schedule Two:

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### REMUNERATION SCHEDULE

Name **Zoe Samantha Bell**

Date: **11<sup>th</sup> June 2024**

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It is agreed between the parties that the employee will be remunerated on a basis of a "Total Cost of Employment" (TCOE)

- Gross Remuneration – **R 264,000** per Annum
- Basic Salary **R 21,000** per month
- Cell phone allowance **R 1,000** per month
- Discretionary Bonus: ***will be considered according to employees' individual performance, the general economic climate and the company's financial position.***
- Benefits: ***No specific additional benefits***
- Electronic devices

The company may provide the employee with one or more electronic devices (computer / tablet / cell phone / etc.) strictly for business-related use. The device will remain the property of the company and must be returned in good and workable condition upon termination of the employee's employment or earlier, as so required by the employer.

It is the responsibility of the employee to care for and secure such devices and to take all reasonable care to properly safeguard the device and the data stored thereon. Use of the device is subject to the provisions of the employment contract.

The employee will be required to sign a document to acknowledge receipt of the device and the terms of use / replacement. If the employee is found to have been at fault for the loss of, or damage to, such a device resulting in the insurance claim being rejected, he/she will be liable for the costs of replacement, to be deducted from his/her monthly salary. The same will apply if there is any excess payable in terms of the company's insurance policy.

Employer's initials	Employee's initials
<b>A.M.</b>	<b>Z.B.</b>

## ANNEXURE A

### Policies and Procedures

Date: 11<sup>th</sup> June 2024

The following documents have reference to the employee's employment and is accessible and available electronically on the server of the Company. The employee must study and familiarise himself/herself with the contents of these documents and refer any questions or concerns to senior management as soon as possible. The employer reserves the right to update and add additional documentation and policies and will be made available on the employers digital asset registry.

1. Employment Manual, including -

- Leave
- Recruitment
- Termination of service
- Retirement
- Confidentiality
- Training and development
- Uniforms / safety clothing
- Use of company assets and resources
- Travel and subsistence expenditure
- Use of internet and e-mail policy
- Working hours
- Harassment
- Smoking
- Alcohol and intoxicating substances
- Ethics
- Code of Conduct

Employer's initials	Employee's initials
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# Signature Certificate

Reference number: WMKPQ-GA4ET-IAQGC-WZHSD

## Signer

## Timestamp

## Signature

### Zoë Bell

Email: [zoesamanthabell@gmail.com](mailto:zoesamanthabell@gmail.com)

Shared via link

Sent:

11 Jun 2024 07:47:26 UTC

Viewed:

11 Jun 2024 07:52:54 UTC

Signed:

11 Jun 2024 15:59:05 UTC



IP address: 185.203.122.48

Location: Johannesburg, South Africa

### Alan McIntosh

Email: [alan.mcintosh@genait.com](mailto:alan.mcintosh@genait.com)

Shared via link

Sent:

11 Jun 2024 07:47:26 UTC

Viewed:

11 Jun 2024 16:11:18 UTC

Signed:

11 Jun 2024 16:12:08 UTC



IP address: 105.225.228.176

Location: Cape Town, South Africa

Document completed by all parties on:

11 Jun 2024 16:12:08 UTC

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