



Digital Advisory (PTY) Ltd.  
Co. Reg. 2002/005039/07  
Block 4, Albury Park,  
1 Magalieszicht Avenue,  
Dunkeld West,  
Johannesburg, 2196  
Tel. +27 11 784 4418  
P.O Box 78082,  
Sandton  
2146

## **Fixed Term Contract of Employment**

**Between**

**Digital Advisory (Pty) Ltd**  
**Registration Number 2002/005039/07**  
(Hereinafter referred to as "the Employer")

**and**

**Richard Brown**  
**ID: 8812025075086**  
(Hereinafter referred to as "the Employee")

*Director: C. Terblanche*

A handwritten signature in black ink, appearing to be "CT", located at the bottom right of the page.

## **1. Definitions**

- 1.1. In this contract:
- 1.2. The Employer includes its holding, subsidiary, and fellow subsidiary companies, and any company that may after the date of this undertaking become a subsidiary, holding, or fellow subsidiary company of The Employer.
- 1.3. Computer Program means a set of instructions fixed or stored in any manner and which, when used directly or indirectly in a computer, directs its operations to bring about a result. It includes but is not limited to computer programs owned or used by The Employer (whether under license or not), or in respect of which The Employer has any right, whether exclusive or not, to use or exploit in any manner whatsoever, or any computer programs in the possession of The Employer from time to time, and includes all adaptations to and variations of such computer programs, and all information of whatsoever nature pertaining to such computer programs, or made available to or acquired by The Employer in respect of such computer programs.
- 1.4. Confidential Information shall include but is not limited to:
  - 1.4.1. Computer Programs; or
  - 1.4.2. Know-how, ideas, trade secrets, suppliers, principals, customers and trade connections, and any other information which is inherently of a confidential nature, including information pertaining to the management and financial affairs of The Employer or of its customers or business associates; or
  - 1.4.3. Any written information which is labelled "confidential" or "proprietary" before it is disclosed to The Employee or any other person; or
  - 1.4.4. Any oral information which is preceded by a statement that it is intended to be confidential and is later reduced to writing by The Employer and delivered to The Employee within 30 days of oral disclosure.
- 1.5. The masculine shall include the feminine and vice versa.

## **2. The Fixed Term Employee undertakes to the Company that:**

- 2.1. He/she shall not during his/her appointment by the Company or at any time thereafter, either himself/herself utilise and/or directly or indirectly divulge and/or disclose to any third party.
- 2.2. He/she shall not derive any benefit, whether directly or indirectly, from the Trade Secrets nor without limiting the generality of the foregoing, be engaged, involved, concerned or interested, whether directly or indirectly, in the economic exploitation, whether by marketing, promoting, advertising or selling in any manner whatsoever the Company's Trade Secrets.
- 2.3. That this contract entered into does not imply, confirm or guarantee any future or continuance of employment with the COMPANY.
- 2.4. However should the employee be successful in the completion of this contract and all goals / KPI's are met and should the company have the need, the company may offer a permanent contract to the employee.

## **3. Position**

- 3.1. From the commencement of your employment in Annexure A or a date to be mutually agreed upon, you will be employed as indicated in Annexure A, based at The Employer, Block 4, 1 Magalieszicht Avenue,

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Dunkeld West, Johannesburg, 2196, Gauteng, South Africa (or any client office as required from time to time).

3.2. The Employer may, in accordance with its operating requirements, and after consultation with you, transfer you to another location, or area of operation, or require you to perform other work for which you are qualified or capable.

3.3. This contract is dependent on the validation of your academic records.

#### **4. Remuneration**

4.1. Your Total Compensation is indicated in the attached Annexure A.

#### **5. Deductions**

5.1 The employee authorises the employer to deduct from his earnings, any monies owed to the employer for whatever reason, irrespective whether the employee is in the employ of the employer at the time of the deduction.

5.2 The employer shall make relevant statutory deductions such as UIF and PAYE from the employee's monthly remuneration and pay same over to the relevant statutory body, on the employee's behalf.

5.3 Unless authorised to do so, the employer shall not make any deductions or contributions to any medical aid, pension or provident fund save for those specifically mandated by the company in terms of its internal policy.

5.4 In the event that the employer makes deductions from the employee's remuneration for any other reason specified in this agreement, save in the event of the deduction being on termination of employment, no single deduction shall exceed the equivalent value of 25% (twenty five) percent of the employee's gross monthly remuneration. The employer may require the employee to enter into a written acknowledgement of debt for any value which exceeds the 25% (twenty five) per cent restriction, which agreement shall set out the full value and repayment terms of the debt and which agreement may supersede the provisions contained in this agreement.

#### **6. Loyalty**

6.1. You are required at all times to remain loyal and faithful to The Employer in the performance of your duties and to faithfully, diligently and properly apply yourself to the business of The Employer, to carry out any instructions given to you and to use your best endeavours in the duties assigned to you.

6.2. You shall not, except with the prior written consent of The Employer, undertake any additional employment or remuneration outside the service of The Employer, nor be a director or officer or member of any other company or corporation, nor carry on or be directly or indirectly associated with or interested in any other business, whether it is competitive with the business of The Employer or not. Such consent will not be unreasonably withheld but The Employer will have to be satisfied that your duties as an employee of The Employer will not be affected in any way.

#### **7. Absence from Duty**

7.1. An employee may not be absent from work without authority and is required to notify The Employer before 07h00 in the morning if they are not coming to work.

#### **8. Hours of Work**

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## **8.1. Normal Hours**

8.1.1. Work hours are 40 to 45 normal hours per week (depending on operational requirements). Your hours shall be from 08h00 to 17h00 Mondays to Fridays. You will be entitled to a 30-minute lunch break and 15-minute tea break. You may be required, from time to time, to work on a Saturday or Sunday and these days are regarded as normal working days.

## **9. LEAVE**

### **9.1 Annual**

The employee will be entitled to apply for leave, unless specifically agreed otherwise by the employer and at the employer's exclusive discretion.

9.1.1.1 As an Employee with a five (5) day working week, the Employee will be entitled to the following leave days: The Employee may avail himself twenty one (21) consecutive days thus fifteen (15) working days leave per leave cycle thus a monthly leave accrual at a rate of 1.25 days leave per month.

9.1.1.2 As an Employee who works irregular hours, the Employee will be entitled to the following leave days: Employee's leave will accumulate at a rate of 1 day for every 17 days worked or 1 hour for every 17 hours worked

9.1.2 The intention to take any annual leave at any time should be communicated to the employer at least 1 (one) month in advance or within reasonable prior warning.

9.1.3 Annual leave will, as far as possible, be taken at a time convenient to the employer and subject to the requirements of the employer and/or its client's business operations.

9.1.4 Should annual leave be accrued from one leave cycle to the next it must be taken not later than 6 months after the end of the annual leave cycle as per BCEA Act 75 of 1997. Any leave not taken on the expiration of this period, shall be forfeited by the employee who shall not be remunerated for the value of the forfeited leave days.

9.1.5 The employee must submit his/her application for annual leave and no leave (other than leave for unexpected illness) may be taken unless and until a leave application form has been signed by or on behalf of the employer and a signed copy thereof has been returned to the employee.

9.1.6 Over the December holiday period, the company enforces a "shut down" period, obligating employees to take leave. This period will be communicated to you by your manager. This period shall be reviewed annually by the employer, who reserves the right to make amendments to the "period". This "forced shut-down" shall constitute part of your annual leave entitlement, and, approval of this leave will follow the normal application and approval process.

### **9.2 Unpaid Leave**

It is the policy of the company not to promote any unpaid leave. Unless otherwise approved, such unauthorised leave will be considered as either desertion of duties or absconding, depending on the duration and the appropriate disciplinary action shall be taken.

### **9.3 Public Holidays**

If the employee wishes to observe any religious holiday, other than those officially gazetted as public holidays in South Africa, the employee will be permitted to take annual leave for those days. Such requests will not normally be refused but will be deducted from the employee's annual leave entitlement.

### **9.4 Sick Leave**

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- 9.4.1 If sick leave is taken for more than 2 (two) days, the employer may, at its discretion require a valid certificate signed by a medical practitioner registered with the Medical and Dental Council of South Africa. Notes from clinics, nurses or traditional healers shall not be accepted.
- 9.4.2 The actual dates of absence must be specified. Likewise, if the employee is absent on more than 2 (two) occasions during any 8 (eight) week period, the employee will also be required to produce a medical certificate for each day of absence during the 8 (eight) week period. If sick leave is taken immediately before or after a public holiday, weekend or annual leave period, the employer reserves the right to require a medical certificate for the day's absence. Notes from clinics, nurses or traditional healers shall not be accepted.
- 9.4.3 Sick leave will not be granted if the employee has to take care of a member of his family or other person that may be sick. In such circumstances, annual leave, unpaid leave or compassionate leave must be applied for and may be granted at the discretion of the employer.
- 9.4.4 The employee is entitled to 30 (thirty) paid sick leave days in a 3 (three) year cycle. These sick leave days cannot be accumulated and should any sick leave be available to the employee on the completion of a 3 (three) year cycle, same shall be forfeited without the employee being remunerated for those days.

## **9.5 Maternity**

- 9.5.1 Female employees shall be entitled to four consecutive month's maternity leave, commencing 4 (four) weeks before the expected date of birth or such other date as a medical practitioner or midwife may deem necessary.
- 9.5.2 Female employees may not commence work prior to 6 (six) weeks after the birth of a child.
- 9.5.3 The employee shall notify the employer in writing of the day of commencement of maternity leave and the date of return to work after maternity leave at least four weeks in advance.
- 9.5.4 Shall the employee fail to return to work on the return date specified by her or agreed with the employer, without a valid reason, her absence from that point will be treated as unauthorized and may result in the termination of her services.
- 9.5.5 The employee will not be entitled to remuneration during her maternity leave period, but may claim maternity benefits as laid down in the provision of the Unemployment insurance Act, 30 of 1966.

## **9.6 Parental leave**

- 9.6.1 An employee who is the parent of a child is entitled to 10 (ten) consecutive day's unpaid parental leave.
- 9.6.2 The employee may commence parental leave when the employee's child is born or an adoption order granted or the child is placed in the care of the prospective adoptive parent pending the finalization of the adopting order.
- 9.6.2 The employee must notify the Employer in writing at least 1 (one) month in advance of the intention of taking parental leave and expected date of birth or date the adoption order is granted or date the child is placed in the care of the prospective adoptive parent.

## **9.7 Adoption leave**

- 9.7.1 An employee who is the adoptive parent, of a child under the age of 2 (two) years, is entitled to 10 (ten) consecutive weeks of unpaid adoption leave or at least 10 (ten) consecutive days parental leave.
- 9.7.2 The employee may commence adoption leave from the date the child is adopted or the date and adoption order is granted or the child is placed in the care of the prospective parent pending the finalization of the adoption.

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- 9.7.3 The employee must notify the employer in writing at least 1 (one) month in advance of the intention of taking adoption leave and date that the adoption order is granted or date the child is placed in the care of the prospective adoptive parent.

## **9.8 Family Responsibility Leave**

- 9.8.1 After 4 (four) months of consecutive employment the employee shall be entitled to 3 (three) days paid leave per leave cycle.
- 9.8.2 This leave may only be used in the event the employee's child is sick or in the event of the death of the employee's spouse, life partner, parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.
- 9.8.3 This leave may not be accumulated.
- 9.8.4 The employee must supply positive proof in support of such a leave application.

## **10 Rules and Regulations**

- 10.1 You will be obliged to carry out all lawful and reasonable instructions given to you by those who are placed in authority over you. You will be obliged to comply, within reason, with all of The Employer's rules, regulations, policies, practices and procedures, as laid down from time to time. You will be required to devote the whole of your working time and attention to The Employer's business.
- 10.1 The use of any company asset is at the sole discretion of the Directors of the Employer. Any employee found to be misappropriating or mistreating any company goods (including, but not limited to, cash, vehicles, property, décor elements) can and will be disciplined, the result of which may be dismissal.
- 10.2 Employees may not, at any point arrive on duty under the influence of any alcohol, drugs or medication that impairs judgement or ability. Being under the influence or taking part in any drug or alcohol use whilst on duty is a dismissible offence. Where an employee is required to operate machinery, climb ladders or drive company vehicles, The Employer reserves the right to test The Employee and The Employee consents to such testing and any possible repercussions. Any employee found under the influence will be removed from the premises and not remunerated for the time off.

## **11 Policies and Procedures**

- 11.1 The employee shall be subject to the company's policies and procedures, incorporating a Code of Conduct and Disciplinary Code ("Employment Practices").
- 11.2 The employee shall be expected to adhere to the Employment Practices that the company may determine from time to time.
- 11.3 In the event of any conflict between this agreement and the company's policies and procedures, the terms of this agreement shall prevail.

## **12 Legislation**

If there is any change to legislation governing the employee's conditions of employment, it will take precedence over the appropriate clauses in the agreement.

## **13 Dress Code**

The Employer employees are required to be presentable at all times when representing The Employer.

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## **14 Flexibility**

Notwithstanding your current job title and job description, you agree that you are prepared to move from job to job where needed and required by The Employer. The Employer may, at its discretion, and upon reasonable notice to you, transfer you from one department to another, either permanently or temporarily.

## **15 Confirmation of application information**

- 15.1 We are entering into this employment agreement with yourself on the information that you have provided us in relation to your skills, abilities, qualifications and job related personal details. Should we at any stage during the probation period or your permanent employment, ascertain such information was in any way whatsoever misrepresented, we reserve the right to withdraw from this agreement and your services may be terminated immediately.
- 15.2 This contract constitutes the entire agreement between the parties and no variation or addition to or deletion from this contract will be of any force or effect unless reduced to writing and signed by the parties.

## **16 Confidentiality**

- 16.1 During the course of your employment and thereafter The Employee shall not disclose any confidential information to any person without the prior written consent Of The Employer and shall not use any confidential information for any purpose other than that authorised by The Employer either expressly, or for the purpose of performing any duty of The Employee under the terms of his agreement with The Employer, and on termination of his employment, shall return all documents containing any confidential information in his possession, including any copies made thereof.
- 16.2 The Employee shall not conceal from The Employer any information relating to any computer program, or the business or affairs of The Employer, including but not limited to any confidential information as defined herein, which The Employee may acquire or which may become available to The Employee, but shall promptly disclose same to The Employer.

## **17 Inventions, Discoveries and Copyright**

- 17.1 Any invention, discovery, concept, process, design or improvement in procedure, and any other intellectual property made or discovered by the employee in the course and scope of his/her employment with the company, relating to, or in any way affecting the business of the company, or capable of being used or adapted by the company in connection with its business, shall be disclosed by the employee to the company, and shall vest with and be the sole and exclusive property of the company, without compensation to the employee.
- 17.2 Where any work written, or produced by The Employee in the course and scope of employment with The Employer is intended for publication in a newspaper, magazine, periodical or trade publication, The Employer may in its discretion grant The Employee the exclusive license to use the work for any purpose other than the publication in a newspaper, magazine, periodical or trade publication.
- 17.3 To avoid any doubt that any work is written or produced by an employee outside the course and scope of employment with The Employer, The Employee shall obtain written approval before producing any work, which may be subject to copyright, for anyone other than The Employer.
- 17.4 If The Employee does not obtain such approval, then such work shall be deemed to have been written or produced by The Employee while in the course and scope of employment with The Employer.
- 17.5 All documents, including but not limited to confidential information, including worksheets, files, software or records of any description whatsoever used, acquired, maintained or compiled by The Employee while in the employ of The Employer shall remain and become the property of The Employer and shall be destroyed or returned to it by The Employee promptly upon termination of employment.

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## **18 Termination of Employment**

- 18.1 The termination date of this contract as stated in Annexure A and is based on operational and project requirements.
- 18.2 From the date of your employment you will be on a three-month probationary period, during which time, a notice period will be applied should either party terminate employment for whatsoever reason.
  - 18.2.1 Notice during the first (1) month of employment will only require 24 hours' notice
  - 18.2.2 Notice during the first three (3) months of employment will only require 1 weeks' notice
  - 18.2.3 Notice during the first six (6) months of employment will only require 2 weeks' notice
- 18.3 These provisions are without prejudice to the right of either party to terminate the employment without notice for any cause recognised by law as sufficient.
- 18.4 Notice of termination of employment must be given in writing.

## **19 Limited Duration**

On completion of the period, as detailed above, this contract shall automatically terminate. The termination shall not be construed as being retrenchment or dismissal, but shall be completion of contract. No enquiry is required when this contract terminates through the effluxion of time. A notice period of 1 week is to be given by either party upon expiry/termination of this contract. On completion of the period above or part thereof, pro-rata leave pay will be paid out.

## **20 Non-Solicitation of the Employer's employees**

The Employee undertakes that neither he nor any company, close corporation, firm, undertaking or concern in or by which he is directly or indirectly interested or employed will, during the term of this Agreement and for a period of 12 months after expiry or termination of this Agreement (howsoever caused), and whether for reward or not, directly or indirectly encourage or entice or incite or persuade or induce any employee of The Employer to terminate his employment with The Employer.

## **21 Disciplinary and Grievance Procedures**

- 21.1 The employer has put in place grievance and disciplinary procedures, copies of which will be made available to the employee on request, who hereby agrees to adhere to such procedures at all times.
- 21.2 The purpose of such procedures is to ensure that the employees are treated justly and fairly at all times and that grievances are settled as soon as possible.

## **22 Address for Service of Legal Documents**

- 22.1 The parties choose the physical address as stated in the contract of employment at which documents in legal proceedings in connection with this agreement may be served (i.e. their domicilia citandi et executandi):
- 22.2 A party may change that party's address for this purpose to a physical address within the Republic of South Africa respectively by notice in writing to the other party.

## **23 General**

- 23.1 Over and above these general conditions of service, Company rules and regulations as notified from time to time will also apply.



- 23.2 I \_\_\_\_\_ (employee's name), have read all the terms and conditions of this agreement, and I hereby acknowledge that I accept and understand them in full.
- 23.3 I also understand that the policies and procedures currently in place at the Company govern my employment, and that variations thereto may be made from time to time by management or legislation. I undertake to familiarize myself with the Company's policies, procedures and codes of conduct, discipline and grievance contained in the Company's Employment Practices Handbook.
- 23.4 The Employee understands and accepts that nothing contained in this agreement or any practice during the course of this contract will create the expectation that this contract will become a permanent offer of employment except if such offer is made in writing and accepted by both parties.
- 23.5 The Employee acknowledges that he/she understands and accepts the contents of this contract and signifies acceptance thereof.

Thus, done and signed on this the 11<sup>th</sup> day of March 2020 for The Employer:

Craig Terblanche



Signature

Witness 2

Signature

Thus, done and signed on this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ for The Employee:

Witness 1

Witness 2

Employee Name

Signature

I confirm that I have been given a copy of this contract of employment, have read and understand the terms and conditions contained in this contract of employment, and that I agree to and consider myself bound by them.

Signed at \_\_\_\_\_ On this, the \_\_\_\_\_ Day of 20 \_\_\_\_\_

\_\_\_\_\_  
**Employee**

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## ANNEXURE A

### FIXED TERM AGREEMENT

Dear Richard Brown

This serves to confirm the terms and conditions of employment agreed upon between the parties:

- 1) DATE OF EMPLOYMENT: 26 March 2020
- 2) END DATE OF FIXED TERM EMPLOYMENT: 26 June 2020
- 3) JOB TITLE: Pre-sales Engineer
- 4) REPORTING TO: Calvin Terblanche
- 5) REMUNERATION: R 47 500 PER MONTH
- 6) HOURS OF WORK: Monday to Friday 8 AM to 5 PM
- 7) TERMINATION: Notwithstanding anything to the contrary and subject to the provisions of the Labour

Relations Act of 1995, this contract may be terminated:

- a) Without notice, on expiry of the fixed term of employment; or
  - b) Prior to the expiry of the temporary purpose for which the employee has been employed is due to come to an end, by either party giving the other written notice period of:
    - Employment of 1 month or less – 24 hours' notice.
    - Employment of 3 month or less - 1 weeks' notice.
    - Employment more than 6 months – 2 weeks' notice.
    - Employment more than 12 months – 4 weeks' notice
  - c) Subject to the above notice periods, by the Employer, in the event of the Employee's incapacity or due to operational requirements; or
  - d) Summarily, if the Employee is found guilty of a serious disciplinary transgression; or
  - e) With or without notice for any other reason recognised by law as sufficient.
- 8) On completion of the period, as detailed above, this contract shall automatically terminate. The termination shall not be construed as being retrenchment or dismissal, but shall be completion of contract. No enquiry is required when this contract terminates through the effluxion of time. A notice period of 1 week is to be given by either party upon expiry/termination of this contract. On completion of the period above or part thereof, pro-rata leave pay will be paid out.
- 9) The Employee confirms that these conditions have been explained to him/her and that he/she understands the contents hereof.
- 10) The Employee acknowledges having received a copy of this contract.

.....  
Employee

.....  
Witness

.....  
Date



.....  
Craig Terblanche

.....  
Witness

.....  
Date

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