

Dear _____
ID Number: _____

FIXED TERM CONTRACT OF EMPLOYMENT

We are pleased to offer you a Fixed Term Contract of employment with NTG solutions ("the Company") subject to the following terms and conditions as set out below:

1. Period of Employment

Starting Date: 02 September 2024

Date of Termination: 31 August 2025

2. Position

- 2.1** The Company shall employ you as a **Labour Activation Programme Beneficiary** or in such other capacity of a like status as the Company may require from time to time, and you hereby accept such employment pursuant to the terms and conditions of this Agreement.
- 2.2** You understand and accept that, during the period of your employment with the Company, you may be transferred to any division or department within the Company should the exigencies of the Company's business so dictate.

3. Job Description

- 3.1** Carry out all related work experience activities specified in the workplace based learning programme;
- 3.2** Comply with the employers workplace policies and procedures,
- 3.3** Be available for, participating in, all knowledge, practical skills and work experience activities required by the workplace based learning programme,
- 3.4** Complete timesheets and projects, and participate in all internal assessment activities that are required for the final internal summative assessments at the end of the workplace based learning programme, and
- 3.5** Be available for the final external summative assessments of occupational competence on the dates and place scheduled,

4. Nature of Employment

- 4.1.** The reason for the employee's employment on a fixed term is as follows: this is a learnership

programme for 12 months sponsored by Department of Employment and Labour

- 4.2. The employee agrees and understands that no expectation of permanent employment is created by this agreement.
- 4.3. The company shall employ the employee and the employee shall serve the company in the capacity as aforesaid, or in any other such capacity of a like status as the company may require from time to time.
- 4.4. The company reserves the right to transfer the employee to any other business of the company, in any such other capacity of a like status.
- 4.5. It is agreed that the employee shall only fulfil his/her duties and obligations in terms of this contract with and at the company only up to and including **31 August 2025** referred to as "the time period" in terms of this clause (define the event, period, or project).
- 4.6. It is certified, confirmed, and/or agreed by the employee that he/she is entitled to services and employment with and at the company only until the expiry of the period as aforesaid.
- 4.7. It is certified, confirmed, and/or agreed by the employee that he/she is entitled to services and employment with and at the company only until the expiry of the period as aforesaid.
- 4.8. The parties specifically agree and record that upon the event of the expiry of the period as aforesaid, then:
 - 4.8.1 The services and employment of the employee with the company shall terminate automatically.
 - 4.8.2 The employee shall be regarded to have reached the end of the term of this fixed-term contract of employment
- 4.9. The employee acknowledges and agrees that he/she shall not be entitled to continued service and employment with the company.

- 4.10. This contract shall terminate by operation of law, the term of the contract having been fulfilled.

5. Term

Your employment with the Company commenced on the Starting Date and shall terminate on the Date of Termination. This Agreement shall be effective as of **02 September 2024** ("the Effective Date").

6. Place of Work

Your normal place of work shall be at **KSD Municipal Area** or such other place within the Republic of South Africa as the Company may from time to time direct.

7. Hours of Work

Working hours shall be from 8:00am to 05:00pm including a one hour lunch break, unless otherwise agreed by your Manager. The Company reserves the right to change these hours of work on reasonable notice. You are expected to be flexible with regard to the meal interval if you have pressing work commitments.

8. Days per Week

You will be expected to work five (5) days a week from Monday to Friday.

9. Annual Leave

- 9.1** The Employee is entitled to 1.25 days per month.
- 9.2** Annual leave must be taken at times convenient to the Company and may only be taken with the prior written approval of the Company. Such approval must be obtained at least 2 weeks before the Employee goes on leave.
- 9.3** Subject to clause 7.4 below, the Employee may not be paid in lieu of annual leave.
- 9.4** In the event that you have not yet taken all of your annual leave accrued to you on termination of your employment, you shall be paid in lieu of such accrued annual leave. You hereby agree that, in respect of annual leave taken in excess of your entitlement; deductions may be made from your final salary on termination of your employment.

10. Sick Leave

Employee shall be entitled to one day's paid sick leave for every 26 days worked. A doctor's certificate will be required for leave taken:

- 10.1** on either a Friday or a Monday or
- 10.2** for two consecutive days or longer

11. Termination and Notice Period

- 11.1** This Agreement may be terminated at any stage for misconduct, poor work performance, incapacity or the operational requirements of the Company, or for any other reason justified in law. This remedy is not exhaustive and shall be in addition and without prejudice to any other rights the Company may have, whether in contract, delict, statute or otherwise.
- 11.2** In addition, your employment may be terminated by either party on giving the other the following written notice:
 - 11.2.1** one week if you have been employed for less than a month;
 - 11.2.2** four weeks if you have been employed for longer than a month;provided that the Company shall be entitled to terminate this Agreement without notice for any reason justifying summary dismissal.
- 11.3** During any period of notice, the Company shall be entitled to require that you do not attend at the Company's premises, and/or not to perform any work, and/or not to have any contact with all or any of the Company's employees, customers, clients, distributors and suppliers; provided that during any such period the Company shall continue to pay you your normal remuneration in the normal course.
- 11.4** The employee on signature of this agreement authorises the company to deduct from any final payment due to the employee on their termination any monies owed to the company by the employee, including, but not limited to, any amount owing to the company due to the failure of the employee to work the required notice period or any part thereof.

12. Remuneration and Tax

- 12.1** Your remuneration shall be based on a fixed Total Cost to the Company and a performance based remuneration ("the Package").
- 12.2** With effect from the Effective Date, your basic salary shall be **Pro-rata** for the number of days served under this contract calculated from a total monthly amount of **R3000.00**. The remuneration shall encompass deductions pursuant to the Income Tax Act.
- 12.3** The Company may review the Package from time to time without any obligation to increase it. Any adjustment to the Package shall be dependent on a range of factors that may vary from time to time, which shall be determined in the Company's sole discretion. Consequently, there should be no presumption or expectation of an increase.

13. Pension Fund and Group Life Insurance

This benefit is available to full-time employees only.

14. Medical Aid

Membership of a Medical aid scheme is not included.

15. Confidentiality

You agree to keep all information which you will have access to confidential.

16. Security Provisions

- 16.1** By accepting this offer of employment, you irrevocably agree and authorize the Company or any agent acting on behalf of the Company, to:
 - 16.1.1** search you, or any other item or parcel, bag, etc. in your possession; search your vehicle or a vehicle under your control or supervision when you enter the Company's property or premises, and when you are within the Company's property or premises and when you leave the Company's property or premises;
 - 16.1.2** search any computer, desk, box, cabinet, or container or place used or occupied by you or in your possession or under your control.
 - 16.1.3** Your failure to submit to a search shall constitute a breach of this Agreement and shall be grounds for the termination of your services.

17. Use of Computers and Related Equipment

- 17.1** It is a condition of service within the Company that employees may only use the Company's resources, including but not limited to, computers, servers, printers, telefax machines, telephones, postal services, e-mail facilities, internet connectivity, internet facilities and related equipment ("the resources") for their intended purposes and for legitimate company business only. To avoid any doubt, access to any social networks (Including but not limited to Facebook, Twitter etc) is strictly prohibited during office hours regardless of whether the access is through company owned equipment or your own private equipment.

- 17.2** By accepting this offer of employment, you acknowledge and accept that you have no expectation of privacy or confidentiality in the material you create, use, receive, or transmit whilst using the resources. You understand and accept that the Company may, at its discretion, monitor your use of the resources and intercept, acquire, read, view, inspect, record and/or review any and all communications and/or documents created, stored, transmitted, spoken, sent, received or communicated by you on, over or in the resources. You hereby consent to the Company doing so.
- 17.3** Any material, which you transmit by means of the resources, must include confidentiality and disclaimer notices, which may be prescribed by the Company from time to time.

18. Company Policies and Procedures

Your employment with the Company shall be subject to any and all Company policies and procedures applicable from time to time. All such policies and procedures may be amended from time to time in the sole and absolute discretion of the Company. It shall be your responsibility to familiarise yourself with any and all such policies and procedures. Copies of the Company's policies and procedures are available on request.

19. Representations

You undertake and are required, during your employment with the Company, to disclose any information or facts arising that may affect your relationship with the Company and/or your ability or suitability to perform your job, or any interests which may possibly conflict with the interests of the Company. You agree to take any steps as the Company may require for eliminating or otherwise resolving any such conflicts. Failure to disclose any such information shall constitute a breach of this Agreement. You acknowledge that the Company may take disciplinary action against you, which may include dismissal, in the event of any non-disclosure or if any information provided by you which is/was misleading or incorrect or untrue.

20. Governing Law

This Agreement shall, for all purposes, be construed in accordance with the laws of the Republic of South Africa.

21. General Provisions

- 21.1** The parties submit as their respective addresses and for the purpose of serving any notice or any other correspondence according to this Agreement are the following:

For NTG solutions: Hertford Office Park, Building K, 2nd Floor, 90 Bekker Road, Vorna Valley, Midrand, 1686.

For the Employee:

- 20.2** No alteration, cancellation, variation of or addition to this Agreement shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised signatories.
- 21.3** This document contains the entire agreement between the parties and neither shall be bound by any undertaking, representation or warranty not recorded in this Agreement.
- 21.4** No indulgence, leniency or extension of time which either party ("the grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of its rights in the future.

22. Agreement in Respect of Claims

- 23.1.1.** No compensation shall be payable by the company to any employee or his/her dependents in the following circumstances:
- 23.1.2.** If the death of the employee occurs or any injury is sustained by the employee in the course and scope of his/her employment or, if not in the course and scope of his/her employment, on any company premises or site.
- 23.1.3.** If any compensation is payable in consequence of the said events to the employee or his/her dependents from any statutory fund or other source

24. Restraint of Trade

- 24.1.** In this clause, the following words shall have the following meaning:
- 24.1.1.** **"Business"** shall mean any person, business, company, association, corporation, partnership, and/or undertaking, whether incorporated or not.
- 24.1.2.** **"Interest" and/or "interested"** shall mean interested or concerned, directly or indirectly, whether as proprietor, partner, shareholder, employee, agent, financier, or in any other capacity whatsoever, and/or permitting his/her name being used in connection with or in any manner relating thereto.
- 24.1.3.** **"The territory"** shall mean OR Tambo District Area
- 24.1.4.** The employee records that he/she agrees to this restraint of trade in consideration of:
- 24.1.5.** All benefits which will accrue to him/her from the company.
- 24.1.6.** His/her knowledge of and/or access to the business methods, business secrets, technological information, and data and/or manufacturing methods of the company, which are to be known to and which will be gained by him/her.
- 24.1.7.** The goodwill factor and technological, manufacturing, and sales expertise in a business and/or undertaking such as the business and/or undertaking of the company.
- 24.1.8.** The confidential nature of the information, documentation, and other data relating to the customers and suppliers of the company, which are available to the employee.
- 24.1.9.** In terms of the restraint of trade, the employee specifically undertakes and agrees to:
 - 24.1.9.1.** Not be interested in any business in the territory which carries on business, manufactures, sells or supplies any commodity or goods, brokers or acts as agent in the sale or supply of any commodity or goods and/or performs or renders any service, in competition with or identical or similar or comparative to that carried on, sold, supplied, brokered or performed by the company during the period of employment of the employee up to and including the last day of employment of the employee.
 - 24.1.9.2.** Not solicit the custom of or deal with or in any way transact with, in competition with the company, any business, company, firm, undertaking, association, or person which during the period of six (6) months preceding the date of termination of the employment of the employee has been a customer or supplier of the company in the territory.
 - 24.1.9.3.** Not offer employment directly or indirectly to or in any way cause to be employed any person who was employed by the company as at the termination of the employment of the employee with the company or at any time within six (6) months immediately preceding such termination.
- 24.1.10.** Every restraint in this clause shall operate and be valid and binding for a period of six (6) months, calculated from the date of termination of the employment of the employee with the company.
- 24.1.11.** Each restraint in this clause shall be construed as being severable and divisible and applicable to the employee, whether that restraint is in respect of:
 - 24.1.11.1.** Nature of the business or concern.
 - 24.1.11.2.** Area or territory.
 - 24.1.11.3.** Articles, commodities, or goods sold and/or supplied.
 - 24.1.11.4.** Services performed or rendered.
 - 24.1.11.5.** Company or concern entitled to the benefit thereof.
- 24.1.12.** Each restraint in this clause shall be deemed in respect of each part thereof to be separately enforceable in the widest sense possible from the other parts thereof, and the invalidity or

unenforceability of any part thereof shall not in any way affect or taint the validity or enforceability of any other part of such restraints, or any other terms of this agreement.

24.1.13. All restraints in this clause are for the benefit of the company.

24.1.14. The employee specifically acknowledges and agrees that:

24.1.14.1. This clause and/or all the restraints contained herein, after taking all circumstances into consideration, are fair and reasonable; and

24.1.14.2. Should he/she at any time dispute the reasonableness or fairness of any of the provisions of this clause and/or restraints, he/she will have the onus to prove such unreasonableness or unfairness.

25. Domicilia and Notices

25.1. The parties choose as their respective domicilia citandi et executandi for the intents and purposes of this agreement the addresses below, provided that either party may change his/her/its domicilium herein to another address in the Republic of South Africa by written notice to the other party with effect from the date of receipt or deemed receipt of such notice.

Employer: Hertford Office Park, Building K, 2nd Floor, 90 Bekker Road, Vorna Valley, Midrand | 1686

Employee: _____

25.2. Any notice, acceptance, demand, or other communication addressed by either party to this agreement to the other at the latter's domicilium in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the addressee on the eighth (8th) day following the date of posting thereof. This provision shall not be construed as precluding the utilisation of other methods of delivery of notices, acceptances, demands and other communications.

26. Consent in terms of the Protection of Personal Information Act

26.1. The employee hereby authorises the company's Human Resource department and authorised management team to use, review, and process any personal information provided to the company during his/her application and employment as well as any information that he/she has provided in support of his/her application and employment.

26.2. The employee understands his/her right to privacy and the right to have his/her personal information processed in accordance with the conditions for the lawful processing of personal information and hereby gives his/her consent to the company to collect, process, and distribute relevant personal information where the company is legally required to do so.

26.3. The employee hereby consents that he/she understands that third-party providers such as funds, insurance suppliers, etc. have access to his/her personal information and hereby consents to the company sharing his/her personal information strictly for the administration of these funds.

27. Breach

It is recorded that any breach of any of the terms of this contract shall be a material breach of this agreement and could carry the penalty of termination of the employment of the employee.

28. Conclusion

28.1. We would like to use this opportunity to welcome you as an employee of NTG solutions. We trust that your stay with us will be advantageous to your personal development and your career!

Beneficiary

ACCEPTED: **Signature:** **Date: 02 September 2024**

On Behalf of NTG Solutions

Signature: **Date: 02 September 2024**