



23 January 2017

Confidential

Mr Freedom Khanyile

CONTRACT OF EMPLOYMENT

WE HAVE PLEASURE IN CONFIRMING YOUR APPOINTMENT WITH **SIX SENSE CONSULTING** "THE COMPANY" REFERRED TO IN THIS LETTER AND IN THE STANDARD TERMS OF EMPLOYMENT AS "THE EMPLOYER", IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED BELOW.

1. POSITION AND PLACE OF WORK

You, **Mr Freedom Khanyile**, 920724 5300 084 will be employed in the capacity of **IT Graduate** with the COMPANY.

This is a 1 year contract position and hence there is no guarantee of work (permanent or contracting) from Six Sense Consulting after the end of January 2018.

You will be placed at MultiChoice Support Services (Pty) Limited.

As this is a contract position, should the project be terminated, early or otherwise this contract of employment will be terminated.

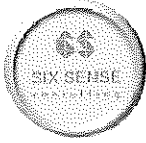
You will be based at the MultiChoice Support Services (Pty) Limited offices in Randburg. However, the job would entail travel to Kenya, Zambia, Angola, Nigeria and a whole host of African countries over the duration of the project or at such other place where the Company requires you to work from time to time.

2. JOB DESCRIPTION AND OUTPUTS

You will be expected to perform functions as per the requirements of the project.

3. REMUNERATION/COST OF EMPLOYMENT

- 3.1 The company operates on a Total Cost to Company (TCC) basis. Your Total Remuneration Package will be **R 22 500.00 (Twenty Two Thousand, Five Hundred Rands only)** per month, hence it does not include Medical Aid, Pension, bonuses, overtime, 13th cheque, sick leave or paid leave, nor any other fringe benefits. Gross
- 3.2 Your monthly remuneration will be paid to you in arrears and will be deposited into a bank account of your choice, on or about the last working day of each month.
- 3.3 You may be required to work overtime, on weekends and public holidays. No additional remuneration will be paid for any overtime, weekend or public holiday work. However, time can be taken off at the discretion of the manager.
- 3.4 No remuneration will be paid during periods that the project may be shutdown, or during periods that you are on leave of any type.



- 3.5 All employees should keep the details of their remuneration strictly confidential.
- 3.6 Your salary and any benefits you receive in terms of your employment shall be subject to all statutory deductions, including deductions for income tax and UIF.

4 VEHICLE BENEFIT

- 4.1 As part of your Total Package, you may structure your Travel allowance for tax benefits.
- 4.2 This is an Employee elective subject to SARS regulations, however your Travel Allowance may not exceed 25% of your Total Package.
- 4.3 If you are "desk bound" and/or will not be travelling to customers on a regular basis, you should not elect to have a travel allowance structured.
- 4.4 All business kilometres travelled must be logged in a logbook acceptable by SARS.
- 4.5 All other costs relating to the car are included in your Total Package.

5 PERIOD OF EMPLOYMENT

- 5.1 Your appointment with the Company will commence on **01st February 2017**, subject to the rights of termination set out in this letter and in the Standard Terms of Employment for all salaried employees and in law.
- 5.2 Provided you have confirmed your acceptance hereof, your appointment will be regarded as having taken effect on the date referred to in this clause or on such other date as may be agreed in writing between you and the employer.

6 BASIS OF THE EMPLOYMENT AGREEMENT

- 6.1 We enter into this employment agreement with yourself with the information you have provided to us in relation to your qualifications, skills, abilities and job related personal details. Should we, at any stage, during your employment ascertain that such information was in any way misrepresented, the employer reserves the right to immediately withdraw from this agreement and to summarily terminate your employment.
- 6.2 By signing a copy of this letter you are hereby verifying that the information we have been provided with is correct.

7 WORKING HOURS

- 7.1 You will be expected to conform to the normal working hours of the division to which you are assigned from time to time, but this will not be fewer than 40 hours per week.
- 7.2 The Company will be entitled from time to time to adjust your working hours, where this is required for operational reasons.
- 7.3 Due to the nature of the work at Multichoice, you may be required to work such hours outside ordinary hours of employment as the Client (Multichoice) considers necessary to meet the needs of their business and you hereby agree to do so if necessary. This may include working after hours, weekends and public holidays.



8 NOTICE PERIOD AND TERMINATION

- 8.1 Notice must be given in terms of the relevant Labour legislation.
- 8.2 Notice of termination may not be given during nor run concurrently with any period of leave to which you are entitled, except sick leave.
- 8.3 Your employment shall automatically terminate when you reach the legal retirement age of retirement, unless otherwise agreed to in writing.

9 SICK LEAVE

- 9.1 If you are absent from work for more than 2 days or on any Friday or Monday, or day preceding or following a public holiday you will be required to produce a medical certificate signed by a registered medical practitioner stating that you were unable to work for the duration of your absence on account of sickness or injury. The company may in any event require you to present a sick note in respect of any period of absence.
- 9.2 You hereby authorise the company to obtain details of any treatment or illness and copies of any records in connection with any treatment or illness from any medical practitioner you visit in connection with sick leave taken or to be taken.

10 COMPUTERS, TELEPHONES, INTERNET, E-MAILS AND 3G

- 10.1 You may be required to have a personal mobile telephone. This requirement will be determined by your job.
- 10.2 The company shall at all times be entitled to access and monitor your use of these business instruments.
- 10.3 Should you be given a computer, you acknowledge and agree that:
 - 10.4.1 All data and information stored in the memory of the computer, whether relating to the business of the company or relating to your personal affairs, is the property of the company; and
 - 10.4.2 The company may at any stage access the computer to inspect the information stored in the computer, whether relating to the business of the company or your personal affairs and may use such information as it deems fit; and
 - 10.4.3 The use of the computer is primarily for the furtherance of the company's business but you may use the computer for limited and/or reasonable private use, which use should not interfere with your work obligations; and
 - 10.4.4 You are not to download any unlicensed applications.
- 10.5 Should you be given access to the internet, you acknowledge and agree that:
 - 10.5.1 Internet access is to be utilised primarily for business purposes.
 - 10.5.2 You will not access any websites or download any information which is distasteful or illegal, nor will you subscribe to any websites or effect personal business transactions on the internet; and
 - 10.5.3 The company may at any stage suspend your access to the internet, in its sole discretion.



- 10.6 Should you be given access to the company e-mail system, you acknowledge and agree that:
- 10.6.1 The e-mail system is to be used primarily to communicate with persons or organisations in respect of the business of the company. However, limited reasonable private use of the e-mail system may be made by you; and
 - 10.6.2 You will not transmit any confidential or sensitive information or trade secrets of the company via e-mail; and
 - 10.6.3 You will not transmit any information via e-mail which may expose the company to risk or damages, whether such risk or damage could arise through contract, delict, operation of statute, fairness or any cause whatsoever, including but not limited to transmitting e-mail content which may be defamatory, racist etc. and you will refrain from forwarding to others unsolicited e-mail, including chain letters and
 - 10.6.4 You will take precautions to ensure that both e-mail sent and received or websites accessed are free from any virus; and
 - 10.6.5 All e-mails and attachments on the computer may at any stage be inspected and used by the company for its purposes; and
 - 10.6.6 The company may at any stage suspend your e-mail access in its sole discretion.
- 10.7 Breach of any of the above provisions may result in disciplinary steps being taken against you and could result in your dismissal.
- 10.8 Upon termination of your employment you are required to immediately deliver to the Company all its property including any programmes, books, documents, accounts, letters, notes, memoranda, papers, computer hardware and computer software and all copies of the aforementioned and other documentation relating to the affairs or business of the company.
- 10.9 This letter of agreement, read with the further personnel documentation with which you have been furnished will constitute the entire contract between the parties with regard to the matter dealt with in this agreement and no representations, terms, conditions or warranties not contained in this agreement will be binding on the parties.

11 GENERAL

- 11.1 All catalogues, correspondence, letters, memoranda, note books, order books, customer lists, price lists, documents, papers, goods, samples, equipment and any other articles of any kind whatsoever, will belong to and remain the property of the Company, both during your employment and after termination of your employment, at which time you will deliver to the Company all such items in your possession with the assurance that no such articles remain in your possession.
- 11.2 You shall not, either during the continuance of your employment or thereafter, use to the detriment or prejudice of the Company or, except in the proper course of your duties, divulge to any person any trade secret or any other confidential information concerning the business or affairs of the Company which may have come to your knowledge during your employment.
- 11.3 By your signature to this contract, you authorise the Company, upon termination of your employment for any reason whatsoever, to deduct any



amounts due by you to the Company or any amounts dispensed by the Company on your behalf from any amounts due to you by the Company (including, but not limited to, any monies in respect of salary, outstanding leave pay, notice pay and the like).

- 11.4 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.
- 11.5 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.
- 11.6 It is recorded that in signing this contract, you have read, familiarised and agreed to the terms contained in this contract of employment .
- 11.7 Would you kindly acknowledge your acceptance of this employment contract by signing the duplicate copy and returning it at your earliest convenience. Please initial all the pages of the letter and all the pages of the Standard Terms of Employment and sign in full as indicated on this page. Please be aware that the terms of the employment contract cannot be varied except by duly authorised executives of a standing equal to or more senior than the executives signing this letter.

WE WOULD LIKE TO TAKE THIS OPPORTUNITY OF WISHING YOU EVERY SUCCESS AND A LONG AND FULFILLING ASSOCIATION WITH THE COMPANY.

FOR AND ON BEHALF OF
SIX SENSE CONSULTING (PTY) LTD

Khalid Maal
Director

he/she being duly authorised hereto.

I have read, understood and accept the contents of this employment contract and undertake to comply with the policies and procedures of the Company, as amended from time to time and the employer's disciplinary code and grievance procedures.

Freedom Khanyile

23/01/2017

Date