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**PRIVATE & CONFIDENTIAL**

24 February 2023

Dear Nondumiso Nsindane

**APPOINTMENT: Test Analyst**

We are pleased to offer you the position of **Test Analyst** with effect from **1 March 2023**. You will report to **Deon Smith**, the **Head of Department for Delivery** and be based at Traderoot Africa (Pty) Ltd, Ground Floor, Waterford House, Century Boulevard, Century City.

- i) Your appointment will be subject to a 3 (three) month probation period. Upon expiration of the probationary period, the employee's appointment may be confirmed as a permanent employee, or the probation period may be extended, or the services of the employee may be terminated.

The company retains the right to transfer your employment contract to another company it elects, should the need arise due to restructuring of its business and its operations, under the same rights and obligations as contained herein.

Your appointment will be subject to the following terms and conditions.

**1. REMUNERATION**

Your monthly package will be **R38 000.00** total cost to the company, which amounts to an annual remuneration package of **R456 000.00**. The net salary will depend on the tax and other deductions and may vary from month to month. Your salary will be payable monthly, by bank transfer on or before the last day of each month.

Please note that salaries are not to be discussed with anyone other than your manager or the Human Resources personnel.

**2. WORKING HOURS**

Your working hours will be from 08h00 to 17h00 daily with an hour lunch break, Monday to Friday, or as stipulated by your manager. Due to the nature of the company, you may be required to work outside the regulated hours from time to time.

**3. DRESS CODE**

Dress code is smart casual.

**4. PROVIDENT FUND**

Membership of the company Provident Fund is compulsory and will commence on the **01 June 2023**. Membership of this is subject to the Fund's rules and regulations.

Your Provident Fund contributions, currently 15% of 80% of your total monthly package, will be deducted from your salary each month. The company will pay the monthly variable costs (life cover, admin costs and disability), which amount to 2.5%.

**5. MEDICAL AID SOCIETY**

Membership of a medical aid society is optional and is subject to the rules and regulations of the society.

Should you wish to join the medical aid, membership and benefits will commence once your membership has been approved by the medical aid society. Please notify the HR department if you would like to join the medical aid.

Your medical aid contribution will be deducted from your salary on a monthly basis.



TRADEROOT AFRICA (Pty) Ltd.  
Reg. No. 2004/030871/07  
Director J. Ludik  
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**6. ANNUAL LEAVE ENTITLEMENT**

You will be entitled to 15 working days leave per annum. This leave should be taken not later than the beginning of the new Financial Year. Your annual leave will increase to 20 days per annum on completion of 4 (four) years of service.

**7. ALTERNATIVE BUSINESS INTERESTS**

It is understood that you will not without our written consent, be in any way engaged in, or take part directly or indirectly, whether as a partner, director, officer, employee or any other capacity in any business other than that of this company and its subsidiaries.

Whilst in our employ, you will use your utmost endeavors to promote the interest of the company in all things and will observe utmost good faith towards the company and keep secret all information which you may obtain with regard to the business and affairs of the company.

**8. PATENTS, INVENTIONS, DESIGNS AND TRADEMARKS**

All inventions, registrable designs and trademarks connected with the company's business made by the employee within the course and scope of his/her employment, shall be the property of the company and the employee shall make full disclosure thereof exclusively to the company and shall at the cost of the company do all such things as may be necessary including but not limited to signing all cessions, assignments and other documents to enable the company to obtain such letters, patent, design or trademarks registrations thereof, as it may require.

The employee shall disclose to the company any interest acquired from any other person before entering or while in the company's service in any letters, patent or design connected with the company's business. The employee shall not dispose of the said interest without first offering to sell the same to the company at a price equal to the best price obtainable from the third party. If the company shall reject the offer, the employee shall be free to sell the said interest to a third party at a price not less than the price which was offered to the company.

**9. COPYRIGHT**

- 9.1 You acknowledge that in the course and scope of your employment with the company, you may create or execute, whether alone or in association with others, any work which is eligible for copyright, and that the company may become the owner of the copyright in such work by operation of law.
- 9.2 All work created or executed by you and for which copyright exists shall be deemed to have been created or executed by you in the course and scope of your employment with the company, unless you establish the contrary.
- 9.3 In order to give effect to this clause 8, you cede and assign the copyright in any work created or executed by you (whether alone or in association with others) during the course and scope of your employment, to the company.

**10. CONFIDENTIALITY**

By virtue of your association with the company and in the course and scope of your employment with the company, you will become acquainted with, possessed of and entrusted with the company's trade secrets and confidential information, including but not limited to policies, personal information and activities of the company.

You acknowledge that it is a condition of your employment that you preserve the strictest confidence in these matters. In order to protect the proprietary interests of the company in its trade secrets and confidential information, you undertake that you will not, during the currency of your employment with the company or at any time thereafter either use, directly or indirectly, divulge or disclose to others (save as may be required to carry out your duties in terms of your employment) any of the company's trade secrets and/or confidential information.

**11. USE OF COMPUTER SOFTWARE**

In terms of the Copyright Act 98 of 1978, as amended, computer programs are now specifically protected and may only be used by the persons who are in lawful possession of legitimate programs. The use of illegal/unlawful computer programs is a criminal offence and punishable in law. Employees are advised that only legal computer programs/software must at all times be used in company equipment. The playing of

computer games (legal or otherwise) using company equipment is banned. Employees who are in breach of these rules will be disciplined according to disciplinary procedure.

**12. TERMINATION OF EMPLOYMENT**

Employment may be terminated at any time by either party giving 2-month notice (notice to be given on the last day of the previous month). The month meaning the 1<sup>st</sup> of the month to the end of that month. Notice to be in writing or by the company paying one month's salary in lieu of notice or without notice for any cause recognized by the law as sufficient. Take note that this termination of employment terms is applicable from your start date **1 March 2023** and thus is also applicable during your probation period and by signing this Letter of Employment you agree to it as such.

**13. GENERAL**

The terms of your appointment will be subject to amendment at the discretion of the Chief Executive Officer of the company, and after due consultation with yourself. You will be notified in writing of any such amendments that shall then be deemed to form part of this Letter of Appointment.

We would like to take this opportunity of welcoming you to Traderoot Africa (Pty) Ltd and trust that your employment will be both a long and mutually satisfactory one.

Kindly sign and return the copy of this letter, thereby acknowledging and accepting the terms and conditions of employment as set out herein.

Yours sincerely



**Louis Volschenk**  
CEO Traderoot Africa



**Jan Ludik**  
Director

I, **Nondumiso Nsindane** (ID: 900301 0597 081), declare that I have read and understood the contents of this letter and accept the conditions of employment contained therein.

SIGNED AT Century City ON THIS 27<sup>th</sup> DAY OF February 2023.

  
**SIGNATURE**

3



PERFECTING  
COMMERCE