



South Africa Remote Technology

PERMANENT EMPLOYMENT AGREEMENT

between

South Africa Remote Technology

Registration No 2020/263679/07

("the Company")

Allan Muzeya

passport GN272117

("the Employee")

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1. Interpretation

- 1.1. The headings of the clauses in this Agreement are for the purpose of convenience and reference only, and shall not be used in the interpretation of, or modify or amplify, the terms of this Agreement, or any clause hereof.
- 1.2. In this Agreement, unless a contrary intention clearly appears, words importing:
 - 1.2.1. any one gender include the other two genders;
 - 1.2.2. the singular includes the plural and vice versa; and
 - 1.2.3. natural persons include legal persons and vice versa.

2. Definitions

In this Agreement (if not inconsistent with the subject or context) the words and expressions set out in the first column below shall bear the meanings set opposite them respectively.

2.1 "the/this Agreement"	means this contract of employment together with any annexes hereto;
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2.2 " BCEA "	means the Basic Conditions of Employment Act, 75 of 1997 as amended or replaced from time to time;
2.3 " Board "	means the board of directors of the Company for the time being;
2.4 " Business "	means the business conducted by the Company;
2.5 " Business Day "	any day other than a Saturday, Sunday or official South African public holiday;
2.6 " Company "	means South Africa Remote Technology, registration number 2020/263679/07, a private company with limited liability duly incorporated in the Republic of South Africa;
2.7 " Confidential Information "	<p>means in respect of the Company and/or any Group Company, confidential information relating directly or indirectly to the Business and/or any Group Company and other proprietary information not in the public domain and not readily available in the ordinary course of business to a competitor or competitors, including without limitation:</p> <p>2.7.1 the Group's trade secrets;</p> <p>2.7.2 technical know-how, specialised processes, techniques, methods, designs, financial models and organisational and other structures employed in the Business and/or any Group Company;</p> <p>2.7.3 the contractual and financial arrangements between the Group and its suppliers, customers, clients and other business associates;</p> <p>2.7.4 the financial details of the Group including its results and details of the remuneration paid to its employees;</p> <p>2.7.5 details of the prospective and existing customers and clients of the Group;</p> <p>2.7.6 the business strategy or strategies of the Group; and</p> <p>2.7.7 all information relating to the Business, the operations, affairs, assets and liabilities of the Group;</p>
2.8 " Effective Date "	means, notwithstanding the Signature Date, 7 March 2022;
2.9 " Group "	means includes the Company, its holding company and any other affiliated, associated and subsidiary companies from time to time of the Company and/or its holding company;

2.10 " Group Company/ies "	means and includes any company/ies comprised in the Group;
2.11 " Employee "	means Allan Muzeya , identity number GN272117;
2.12 " Income Tax Act "	the Income Tax Act, 58 of 1962, as amended or replaced from time to time;
2.13 " Intellectual Property "	means all intellectual property rights of whatsoever nature, whether registered or unregistered, including (without limitation), all rights of copyright and related rights (including associated moral rights and copyright vesting in computer programs and programming algorithms), object code, source code, database rights, concepts, ideas, know-how, trade secrets, discoveries, invention rights, patent rights, patent applications and registrations, design rights, design registrations and applications, trade marks, domain names and any similar rights eligible for protection anywhere in the world;
2.14 " LRA "	means the Labour Relations Act, 66 of 1995 as amended or replaced from time to time;
2.15 " Party/Parties "	means the parties to this Agreement, being the Company and the Employee;
2.16 " Personal Information "	means personal information as defined in POPI;
2.17 " POPI "	means the Protection of Personal Information Act, 4 of 2013 as amended or replaced from time to time;
2.18 " Signature Date "	means, once all the Parties have signed the Agreement, the date on which it was signed by the last Party to do so; and
2.19 " Termination Date "	means the date upon which the Employee employment is terminated, for any reason whatsoever.

3. Appointment

- 3.1. With effect from the Effective Date the Employee will be employed by the Company and subsequently be assigned by the Company exclusively to and placed with a client of the Company or a client of a Group Company ("Assignment").
- 3.2. The Employee is to perform the duties as described in 5 below, on the terms and conditions contained in this Agreement.

4. Probation

- 4.1. The Employee's employment is subject to a probationary period of one (1) month. At the end of the probationary period, or upon a date within the period, consideration will be given to confirming the Employee's employment with the Company.
- 4.2. During the first month of this period of probation, one (1) week's notice of termination of service may be given by either the Company or the Employee. For the remaining zero (0) weeks of the probation period either Party is required to give one (1) weeks notice of termination of service.

5. Period of employment

The Employee's employment with the Company will commence on the Effective Date and shall continue indefinitely unless and until terminated in accordance with the provisions of this Agreement.

6. Duties of the Employee

- 6.1. The Employee will perform the functions described in the job description, attached hereto as Annexe "A", which may be amended by the Company in consultation with the Employee from time to time. In addition the Employee undertakes:
- 6.1.1. to carry out and perform any reasonable instructions, even though such may not ordinarily fall within the scope of the duties relevant to the position occupied by the Employee;
 - 6.1.2. to faithfully and conscientiously serve the interests of the Company and to devote the whole of their efforts, full time and attention during the Company's normal business hours and such reasonable amount of additional time as may be necessary having regard to the exigencies of the business, to the performance of his/her duties;
 - 6.1.3. to use their best endeavours, skill and knowledge to promote the welfare of the Company, assist to meet the Company's objectives and adhere to the Company's policies;
 - 6.1.4. to submit to the Company such information and reports as may be required of the Employee in connection with the performance of their duties and/or the business of the Company;
 - 6.1.5. to observe such directions and restrictions as may from time to time be imposed by the Company;
 - 6.1.6. to foster and maintain a professional relationship with all customers, suppliers and trade connections of the Company with a view to maintaining and improving the Company's reputation and goodwill; and
 - 6.1.7. to use their best endeavours to promote and extend the business of the Company.

7. Termination

7.1. termination on notice

The employment of the Employee by the Company shall be terminable by either Party with a written notice to the other within the following time periods:

Length of Service	Minimum Notice
Less than 6 months	1 week

6 months - 1 year	2 weeks
More than 1 year	4 weeks

7.2. termination without notice

The Employee's employment may be terminated without notice for any reason recognised by law as being sufficient for the summary termination of a contract of employment.

8. Place of Work

8.1. The Employee's current ordinary place of work is at:

The Parks Lifestyle Apartments Riversands Boulevard Johannesburg, Gauteng 1921 South Africa

8.2. The Employee acknowledges that they may be required to work at places other than their ordinary place of work, including from their home and/or remotely, as and when required by the Company, alternatively their ordinary place of work may be determined by the Company in its sole discretion.

9. Working hours

9.1. The normal working hours of the Employee will total 40 per week on Mondays to Fridays. The Employer reserves the right to determine general times of starting or ending work with reasonable notice.

9.2. It is a material condition of this Agreement that the Employee will work at such times as may reasonably be required by the Company including over weekends and public holidays and before or after ordinary working hours.

10. Remuneration

10.1. The cost to the company of the Employee's annual remuneration and benefits package shall be made up of such cash and other benefits as are set out in Annexe "B" to this Agreement.

10.2. The remuneration and benefits package payable to the Employee in terms of clause 10.1 shall:

10.2.1. include any other applicable and agreed expenses; and

10.2.2. be payable to the Employee in equal monthly instalments on or before the last working day of each calendar month, payable in arrears.

10.3. The Company shall deduct from the Employee remuneration the amounts it is required to deduct by law.

10.4. The Employee shall comply with the provisions of the Income Tax Act and any other relevant legislation or provisions having the force of law, in respect of his/her financial affairs.

10.5. The Employee shall, save for such disclosures as may be required by law from time to time, maintain the highest degree of confidentiality in relation to their remuneration and terms and conditions of employment.

11. Expenses

11.1. The Employee shall be refunded for all reasonable out-of-pocket expenses wholly and necessarily incurred by them in the performance of their duties including expenses of entertainment, subsistence and travelling provided:

11.1.1. the Employee provides to the Company a return in respect of such expenses in the form and at the times laid down by the Company from time to time, accompanied by all supporting vouchers and documents; and

11.1.2. such expenses are duly authorised on behalf of the Company and the claim form countersigned accordingly.

12. Annual Leave

12.1. The Employee is entitled to 30 working days' paid annual leave in every cycle of 12 (twelve) calendar months commencing on the date of employment and thereafter on each annual anniversary date of employment ("the leave cycle").

12.2. Accrued but untaken annual leave shall be forfeited if not used within the six (6) month period following the leave cycle in which it accrued.

12.3. Annual leave should be applied for in writing at least 30 calendar days in advance and the Company shall be entitled to not grant annual leave during a specific period on account of the Company's operational requirements.

13. Sick leave

13.1. Sick leave is in accordance with the BCEA.

13.2. The Employee is obliged to produce a medical certificate in the event that they are absent for two (2) or more consecutive days or on any day preceding or succeeding a day on which the Employee is not ordinarily required to work.

14. Other Leave

Family responsibility leave, maternity leave, parental leave, adoption leave and commissioning parent leave are in accordance with the BCEA.

15. Data Monitoring

15.1. From time to time or on a continuous basis, the Company, and any other third party so authorised by it, may monitor and record the use, duration and content of its data systems, including but not limited to emails, data use and internet activity.

15.2. The Employee hereby confirms their agreement to any such monitoring and that they understand that they will have no expectation with regard to privacy in their use of such systems.

16. Policies and procedures

The Employee is to adhere to the Company's policies and procedures as may be introduced and amended from time to time and the Employee is obliged to familiarise themselves with these policies and procedures.

17. Personal Information

17.1. The Employee specifically agrees that:

- 17.1.1. the Company, or anyone acting on its behalf, shall be entitled to collect, process and further process the Employee's Personal Information for the purposes of securing and further facilitating the Employee's employment with the Company. This includes, but is not limited to, conducting criminal and/or civil record checks and/or other checks (such as reference, qualification, or credit checks) from time to time, at its discretion;
- 17.1.2. the Company, or anyone acting on its behalf, shall be entitled to retain and use the Employee's Personal Information as the Company may from time to time require for its legitimate business purposes;
- 17.1.3. the Company, or anyone acting on its behalf, may transfer the Employee's Personal Information to any associated company or any other person, whether in South Africa or anywhere else in the world; and
- 17.1.4. their Personal Information may be transferred within the Group.
- 17.2. The Employee is hereby notified of the purpose and reason for the collection and processing of their Personal Information.
- 17.3. The Employee undertakes to make available to the Company all necessary Personal Information required by the Company for the purpose of securing and further facilitating the Employee's employment with the Company.
- 17.4. Without limiting the generality of the aforesaid, the Employee absolves the Company from any liability in terms of POPI for failing to obtain the Employee's consent or to notify the Employee of the reason for the processing of any of the Employee's Personal Information.
- 17.5. By signing this Agreement the Employee consents to the holding and processing of any personal information relating to their, and in particular to the processing of any "sensitive personal information" (including, for example, information relating to his/her health or racial or ethnic origin) and to the transfer of all or any part of the information that the Company holds relating to him/her within and outside South Africa.
- 17.6. The Employee shall comply with the Company's Data Protection Policy when handling Personal Information in the course of employment including Personal Information relating to any employee, worker, contractor, customer, client, supplier or agent of the Company.
- 17.7. Failure to comply with the Data Protection Policy or any of the policies listed above in clause 17.6 may be dealt with under the Company's disciplinary procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

18. Confidentiality

- 18.1. The Employee acknowledges that by virtue of their employment they will gain access to Confidential Information. The Employee acknowledges that the Confidential Information has considerable value to the Company and each of the Group Companies and that the Company and the Group have a legitimate business interest in keeping such Confidential Information confidential.
- 18.2. The Employee shall not, directly or indirectly, use for their own benefit or the benefit of any other person (other than the Group), and shall keep confidential and not disclose, any Confidential Information other than to those persons who have, or are required to have, access to such Confidential Information.

- 18.3. The obligation in this clause 18 shall survive termination of the Employee's employment but shall not apply to any confidential information which was in the public domain prior to its disclosure by the Employee.

19. Assignment of intellectual property to the Company

- 19.1. All Intellectual Property belonging or licensed to the Company at the commencement of this Agreement shall at all times remain the exclusive property of the Company or the person or entity licensing the Intellectual Property to the Company.
- 19.2. Any and all Intellectual Property created by the Employee in the course and scope of their employment with the Company and/or in connection with the Business, or created by the Employee outside the course and scope of their employment with the Company but which relates directly or indirectly to the Company or the Business, shall immediately be disclosed to the Company and shall belong to and become the absolute property of the Company. Insofar as may be necessary, the Employee hereby irrevocably cedes, assigns, transfers and makes over to the Company, and the Company hereby accepts, all rights, title and interest in and to the Intellectual Property created by the Employee during the course and scope of their employment with the Company. No consideration shall be payable by the Company to the Employee in respect of this cession, assignment, transfer and making over, it being recorded that the remuneration and benefits received by the Employee in terms of this Agreement constitute sufficient consideration.
- 19.3. The Employee waives all moral rights in respect of the Intellectual Property and agrees not to assert any rights of design or invention against the Company in relation to the Intellectual Property as having been made or acquired by the Employee prior to their employment with the Company. For the avoidance of doubt, the Company shall further be entitled in its sole discretion to change or alter the form or substance of the Intellectual Property as it deems fit, which shall include but not be limited to an entitlement to publish, store or distribute the Works in any manner or form, including, but not limited to, publishing or otherwise disseminating the Intellectual Property on any web site or in any other electronic form or media.
- 19.4. The Employee hereby binds themselves and undertakes that they shall deliver to the Company from time to time all such Intellectual Property or copies thereof and that such possession as they might have thereto from time to time will be possession on behalf of the Company as its agent.
- 19.5. The Employee shall, whether during or following the termination of this Agreement, undertake to do the following at the request of the Company, at the Company's expense:
- 19.5.1. do any and all such things and sign all necessary formalities, formal assignments and other documents as may be required in order to vest, or evidence the vesting, of all rights in the Intellectual Property in the Company or its nominee in all parts of the world;
- 19.5.2. provide all reasonable information, materials, co-operation and/or assistance to the Company to enable the Company to prove the subsistence of the Intellectual Property before any court or wherever such proof may reasonably be required; and
- 19.5.3. apply or join with the Company in applying for the Intellectual Property or any aspect thereof or other relevant protection in any part of the world, in the name of the Company or its nominee as sole beneficial owner or in the name of such other person as the Company may nominate.
- 19.6. For the avoidance of doubt, the Employee may not (and may not authorise any other person to):

- 19.6.1. make unauthorised reproductions, reverse engineer or engaging in non-literal copying of any of the Intellectual Property; or
- 19.6.2. use the Intellectual Property for the Employee's own purposes or for any other person (including any competitor of the Company).
- 19.7. The rights and obligations under this clause 19 shall continue in force after the termination of this Agreement and shall be binding upon:
 - 19.7.1. the heirs, successors, assigns and personal representatives of the Employee;
 - 19.7.2. the assignees of, and successors in title to, the Intellectual Property.

20. Corporate governance

Without detracting from or limiting in any way any duties or responsibilities of the Employee contained in this Agreement or at law, and in addition thereto, the Employee shall comply with the additional obligations in this clause 20.

20.1. disclosure of conflicts of interest

The Employee shall immediately on becoming aware thereof disclose in writing to the Company any actual or potential conflict of interest which exists or which in future may arise and exist in relation to the business and/or interests and/or affairs of the Employee and the Company and/or any of the Group Companies..

20.2. disclosure of material interests in contracts

If the Employee is in any way, whether directly or indirectly, materially interested in a contract or proposed contract entered into or about to be entered into by the Company and/or any of the Group Companies, which contract is of significance in relation to the business, interests and/or affairs of the Company or any of the Group Companies they shall immediately on becoming aware thereof disclose in writing to the Company any such material interest.

20.3. further disclosures

20.3.1. The Employee shall promptly disclose to the Company the occurrence or imminent occurrence of any of the following:

- 20.3.1.1. their conviction of any offence (other than a minor traffic offence);
- 20.3.1.2. any judgment against them for any debt;
- 20.3.1.3. their sequestration;
- 20.3.1.4. any event or circumstance which could lead to them being disqualified from being appointed or acting as a director of a company; or
- 20.3.1.5. any change to any information supplied by the Employee in the course of obtaining individual registration with any regulatory body or which is required to be disclosed in terms of any law, regulation or directive applicable to any stock exchange or other market in any jurisdiction governing the shares, debentures or other securities within any Group Company.

21. Extraneous employment

- 21.1. Extraneous employment during the Employee's employment with the Company is prohibited unless the Employee has the express written permission of the Company beforehand.
- 21.2. The exercise of such permission shall be solely within the discretion of the Company and may be withdrawn by the Company upon the Company giving the Employee written notice thereof.
- 21.3. While the Employee is employed by the Company, they shall neither supply any goods nor render any services to the Company's clients, their employees or representatives, except as required in the course and scope of the Employee's employment.

22. Domicilium and notices

- 22.1. The Parties hereby choose their domicilium citandi et executandi for all purposes hereunder, including the giving of notice and/or serving of all legal process as follows:

- 22.1.1. the Company:

**47 Ardennes Crescent, Thornwood
Durbanville, 7550, Cape Town, Western Cape
South Africa**

help@remote.com

- 22.1.2. the Employee:

**The Parks Lifestyle Apartments Riversands Boulevard Johannesburg, Gauteng 1921 South Africa
allanstack101@gmail.com**

- 22.1.3. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only in writing.

- 22.1.4. Either Party may by notice to the other Party change its domicilium citandi et executandi to another physical address in South Africa or elsewhere, provided that the change will become effective on the seventh day after receipt of the notice.

- 22.1.5. Any notice to a Party contained in a correctly addressed envelope and –

22.1.5.1. sent by prepaid registered post to it at its domicilium citandi et executandi;

22.1.5.2. delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi; or

22.1.5.3. by email during ordinary business hours to the email addresses in clauses 22.1.1 and 22.1.2 above.



shall be deemed to have been received, in the case of clause 22.1.5.1 on the seventh Business Day after posting (unless the contrary is proved) and, in the case of clause 22.1.5.2, on the day of delivery, provided such day is a business day or otherwise on the next following Business Day.

- 22.1.6. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was sent to or delivered at its chosen domicilium.

23. General

- 23.1. This Agreement cancels and is in substitution for all previous agreements, understandings and arrangements (whether oral or in writing) in relation to any of the matters dealt with in it relating to the Employee employment.
- 23.2. This Agreement constitutes the sole agreement between the Parties regarding the Employee conditions of employment.
- 23.3. The Employee undertakes upon signing this document that he/she will update any personal details with the Company as and when they change. The Employee accepts liability for any damages resulting from incorrect personal information held by the Company.
- 23.4. This Agreement is governed by the laws of South Africa.
- 23.5. The Employee accepts that subject to consultation, the Company may, from time to time, effect amendments to the terms and conditions of the Employee employment in terms of this Agreement.
- 23.6. Any cancellation or amendment to any portion of this Agreement must be made in writing and signed by both Parties. For the avoidance of doubt, the client of the Company or a client of a Group Company may not cancel or amend any portion of this Agreement.
- 23.7. This Agreement may be signed in counterparts, the two signed copies constituting the agreement between the Parties.

Both parties agreed to the execution of the present agreement with electronic signature, to the extent permitted by law.

South Africa Remote Technology duly authorised and warranting such authority  Job van der Voort, CEO Date: 3 March 2022 Email: help@remote.com	Employee Allan Muzeya  X _____ Signatory: Allan Muzeya Email of signatory: allanstack101@gmail.com Timestamp: Wednesday, 9 March 2022 11:05 UTC
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Annexe A

Job Description

Full stack developer, collaborating on: - The build out of new features - The rectification of bugs - Contribution to best practices and productivity enhancements

Annexe B

Employee's Annual Remuneration and Benefits Package

Total Cost to Company Package

1. The Employee's annual total cost to company ("TCTC") is equivalent to R 240000, payable in equal monthly instalments, with the additional monthly benefits explained below.

Medical Allowance

2. The Employee is entitled to an allowance up to R5,000 (team member only) or R8,500 (team member and dependent(s)) per month.

Pension Scheme

3. The Employee is entitled to participate in Remote Technology Provident Fund in accordance with the rules of such pension fund scheme as amended from time to time in the Company's sole discretion.
4. 5% employer / 5% employee

Allowances and benefits

5. Life Cover 4x Annual Salary
6. Income Continuation 75% of monthly salary
7. Severe Illness 2x Annual Salary
8. Family Funeral R30,000 scale
9. All allowances and benefits payable to the Employee are subject to all statutory deductions required, including income tax deductions.

Allan Muzeya

Contract ID

6220613aef6d2c3913dc01d4

Filename

Phaidra + Remote contract.pdf





Allan Muzeya



Signatory: Allan Muzeya

Email of signatory: allanstack101@gmail.com

Timestamp: Wednesday, 9 March 2022 11:05 UTC

	What	When	Where
	Signed by Allan Muzeya allanstack101@gmail.com	9 Mar 2022 11:05 UTC	IP 45.221.87.168 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/99.0.4844.51 Safari/537.36
	Viewed by Allan Muzeya allanstack101@gmail.com	9 Mar 2022 11:05 UTC	IP 45.221.87.168 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/99.0.4844.51 Safari/537.36
	Sent for signing by Ana Escobar ana@remote.com	8 Mar 2022 23:54 UTC	IP 2800:e2:480:eb4:6874:181a:4f6:c644 Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/98.0.4758.109 Safari/537.36
	Created by	3 Mar 2022 06:33 UTC	IP 3.251.56.169 AmazonAPIGateway_gfpob98xci