

### Annexure

This form an annexure to the contract between the companies as defined in the Employment Contract and the contractor as specified below. The terms and conditions as stipulated in the Employment Contract are applicable to this assignment will enforce the terms and conditions of the Employment Contract.

|      |                                |   |                                       |
|------|--------------------------------|---|---------------------------------------|
| A1   | The Nominated Person           | : | <b>Mr. GUNDREDDY CHAKRADHAR REDDY</b> |
| A2   | Identity Number                | : | <b>R3012885</b>                       |
| A2.1 | Contractors Postal Address     | : |                                       |
| A3   | Description of this Assignment | : | <b>SOFTWARE DEVELOPER</b>             |
| A4   | Term                           | : | Contract                              |
| A4.1 | Commencement Date              | : | <b>08<sup>TH</sup> January 2024</b>   |
| A4.2 | Termination / Expiry Date      | : | <b>30<sup>TH</sup> June 2027</b>      |
| A5   | The Company Designated         |   |                                       |
|      | Representative                 | : | <b>N VENKATA REDDY</b>                |
| A6   | The Company's Client           | : | <b>LIBIRTY, JHB, South Africa.</b>    |
| A7   | Notice Period                  | : | <b>1 Month</b>                        |
| A8   | The Site                       | : | <b>LIBIRTY, JHB, South Africa.</b>    |
| A9   | Client's Signatory             | : | <b>VASU</b>                           |

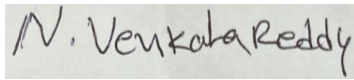
A10 Fee: Rate Per Hour or Month or Year: 530,000 ZAR per year (CTC)

A11 Production Hours : 8 hours per day

A12 Special Conditions :

SIGNED AT Johannesburg on this the 06<sup>th</sup> day of December 2023

Signed by:



\* FOR HODIMO INFO TECH SOLUTIONS

N VENKATA REDDY  
NAME

\* It is recorded that only a director HODIMO INFO TECH SOLUTIONS will be authorized to enter into this agreement on behalf HODIMO INFO TECH SOLUTIONS. No other agreement entered into by any other representative will be regarded as legal and binding.

SIGNED AT Vijayawada on this the 06<sup>th</sup> day of December 2023

Signed By:

\_\_\_\_\_  
THE EMPLOYEE

GUNDREDDY CHAKRADHAR REDDY  
NAME

## **FIXED TERM EMPLOYMENT CONTRACT**

Entered into between:

***HODIMO INFO TECH SOLUTIONS***

*Reg NO: 2018/573433/07*

(Hereinafter referred to as "the Employer" or "the Company" or "**HODIMO INFO TECH SOLUTIONS**")

And

***Mr. GUNDREDDY CHAKRADHAR REDDY***

***(Hereinafter referred to as "the Employee")***

The parties have agreed to conclude a employment contract in terms of which the Employee shall render services with the Client; NOW THEREFORE the parties agree as follows:

### **PARTIES TO THE CONTRACT**

#### **THE EMPLOYER**

1. The Employer is HODIMO INFO TECH SOLUTIONS; whose further particulars appear below:

1.1 Company Reg number: **2021/666825/07**

1.2 Address: No:104, TULIP GAREDN,MIDRAND,JOHANNESBURG-2001

1.3 Telephone no: +27 62 907 1839

1.4 Facsimile no:

1.5 Name and capacity of person representing the employer in this contract: **N VENKATA REDDY**

#### **THE EMPLOYEE**

2. The Employee's further particulars appear below:

2.1 Employee Name: **Mr. GUNDREDDY CHAKRADHAR REDDY**

2.2 Residential address:

2.3 Telephone number:

### **COMMENCEMENT AND DURATION**

3. This is a contract, and its duration is subject to the following conditions:

3.1 This contract shall commence on **08<sup>TH</sup> January 2024** and should continue until it is terminated by one of the parties as specified in section 18 below.

3.2 Notwithstanding anything to the contrary contained in this contract, no extension of this contract or relaxation of any of its terms or conditions shall be construed by either party as a renewal of this contract or of the waiving of the Employer's rights contained in this contract.

3.3 Notwithstanding the terms set out in paragraphs 3.1 to 3.3 above, this agreement may be terminated by either party on 30 days' written notice, but subject to the terms and provisions of this contract and the applicable South African labor legislation.

#### **PLACE OF WORK**

4. The Employee renders service at the premises of the Client, which is situated at **LIBERTY, Johannesburg** alternatively at the Employer's office as stipulated in the heading on page one of this contract, or at another venue as reasonably directed by the Employer from time to time.

#### **WORKING HOURS**

5. Normal working hours are from 08:00 until 17:00, Monday to Friday. The Employee is entitled to take a daily lunch break of 30 minutes, in accordance with the standard flexi time policy of the Company.

6. The Employee shall work at least 40 hours per week from Monday to Friday. The employee shall submit time sheets of all work done on a weekly basis to Ram, or him designate.

#### **POST DESCRIPTION AND RESPONSIBILITIES**

##### **7. Post Description: SOFTWARE DEVELOPER**

8. The Employee's main responsibilities pertaining to his / her post description are contained in the task directive, attached as Annexure. In addition, thereto, the Employee shall also:

8.1 Be responsible for general administrative duties not specifically described in the attached job description, but which relate there to, and which are necessary to give effect to the Employee's duties; and

8.2 adhere to all reasonable and legitimate written and verbal instructions given to the Employee by management of the Employer or of the Client.

#### **REPORTING**

9. The Employee reports to the Manager or designated official of the Client or his / her designated representative.

#### **EMPLOYEE'S OBLIGATIONS**

10. In addition to the specific duties and responsibilities given to the Employee as set out in clause 8 above, the Employee shall also comply with all reasonable and lawful instructions given to the Employee.

11. The Employee also has the following obligations:

11.1 The Employee shall execute all his / her tasks by adhering to all applicable company procedures, policies and requirements as communicated to the Employee from time to time.

11.2 The Employee shall acquaint himself / herself with all applicable Company procedures, policies and requirements as and when they are communicated.

11.3 The Employee shall report any irregularities to his / her supervisor immediately.

11.4 The Employee shall render his / her services to the Employer and to the Client in the utmost good faith and shall not do anything or omit to do anything which may harm the business interests or the reputation of the Employer or the Client, or their respective business associates, clients or strategic partners or the public at large.

12. It is agreed between the parties that the Employee shall be paid in accordance with the schedule reflecting the Employee's hourly rate of pay, which is attached as Annexure. It is further agreed that the Employer will endeavor to structure the Employee's remuneration to the tatter's benefit in such a manner so as to attract the least amount of personal taxation as is lawfully permissible in terms of the taxation laws of the Republic of South Africa and in accordance with the information declared to the Employer.

13. The Employee's salary shall be paid monthly in arrears into his / her nominated bank account on the last day of the month. Should the last day fall on a Saturday, Sunday or public holiday, payment shall be made on the first working day thereafter. A salary advice slip reflecting the details regarding the Employee's remuneration as well as the net salary due and any deductions made shall be furnished to the Employee as soon as possible after payment has been affected.

14. The Employer shall not review the Employee's salary during the course of this agreement.

## **TERMINATION AND DISPUTES**

15. Either party may terminate this contract by giving written notice to the other party, in accordance with the provisions of clause 18 below, but subject to the requirements of fairness as required by South African labor law and the provisions of this agreement.

16. Any termination of this agreement shall be expressly governed by the following provisions:

16.1 The Employer and Employee expressly agree that should the Employer allege misconduct on the part of the Employee, warranting dismissal, a disciplinary hearing shall be conducted by a member of management, or in management's discretion, an external arbitrator who is suitably qualified in law, and whose decision, including rulings relating to the retention or dismissal of the

Employee, shall be final and binding on the parties. Subject to clause 16.2 below, the parties agree that the provisions of Schedule 8 of the Labor Relations Act, 1995 (as amended) ("the LRA"), apply to the Employee. The Employer and the Employee undertake to abide by these provisions.

16.2 Notwithstanding the provisions in clause 16.1 above, the parties hereby expressly exclude the CCMA's jurisdiction in respect of any dispute arising out of the employment relationship between the parties. Any such dispute shall be conciliated and if unresolved, arbitrated privately.

16.3 Should any labor law dispute arise between the parties, the aggrieved party shall inform the other party thereof within 30 days of the date that the dispute arose. Such dispute shall then be arbitrated privately by an arbitrator suitably qualified in law. The costs of such arbitrator shall be borne jointly by both parties, or at the discretion of the Employer, by the Employer.

17. The Employee and the Employer expressly agree that, should the Employee terminate his / her service without giving proper notice in terms of this agreement, the Employer shall be entitled to retain any salary which may be due to the Employee, as liquidated damages due to such short notice having been given (which short notice amounts to breach of contract).

18. Subject to clause 19 below, either party may give the other party written notice of termination of employment as follows:

18.1 One week, if the Employee has been employed for less than six months.

18.2 Two weeks, if the Employee has been employed for more than six months but less than one year.

18.3 Four weeks, if the Employee has been employed for one year or more.

18.4 However, the Employee may not give notice of termination of employment during any period of leave.

19. Should the Employee terminate the agreement, with or without notice, prior to the expiry of the contracted duration thereof and contrary to the specified periods as provided in clause 18, the Employee shall not be entitled to any salary which would otherwise have been due to the Employee, including any salary in respect of the current month.

20. The Employee may not take any leave, other than sick leave during his / her notice period.

21. The Employer may, in its discretion, pay the Employee the remuneration he / she would have earned during his / her notice period, in lieu of such notice.

22. If the Employee gives notice of termination of his / her service and the Employer agrees to waive any portion of the notice period, the Employer shall pay the Employee the remuneration he / she would have earned in respect of the period so waived.

23. Subject to the relevant provisions of the LRA, the Employer may terminate this contract without notice, should the Employee be found to be guilty of serious misconduct or poor work performance warranting summary dismissal.

24. Should the Employer terminate the Employee's services, with or without notice, the Employee retains the right to declare a dispute as provided for in clause 16 above.

25. Upon termination of the Employee's employment, the Employee shall not be entitled to any further payments, due to the fact that the Employee's remuneration is calculated on an hourly tariff for actual hours worked, in accordance with Annexure.

26. If the Employee's services are terminated due to the Employer's operational requirements; the Employee shall be entitled to be paid severance pay as required by the Basic Conditions of Employment Act but subject to the following conditions:

26.1 If the Employee unreasonably refuses an offer of alternative employment with the Employer or with any other Employer, he / she will forfeit any entitlement to severance pay.

26.2 Any dispute about the entitlement of severance pay may be conciliated and arbitrated, and if the Employee elects to do so, shall be dealt with in terms of clause 16 above.

27. On termination of the Employee's services, the Employer shall furnish the Employee with a Certificate of Service, as soon as reasonably possible.

#### **VACATION LEAVE**

28. The Employee is entitled to 15 (fifteen) un-paid working days leave per year, calculated from the date of appointment. The Employer, in conjunction with the Employee, will determine when the leave may be taken so that it does not impact negatively on the business or operational effectiveness of the Employer or the Client.

#### **SICK LEAVE**

29. In every sick leave cycle of 36 Months, commencing on the date of appointment with the Employer, the Employee will be entitled to take 30 days sick leave. The parties expressly agree that, due to the nature of the Employee's appointment as an hourly paid contractor, any sick leave taken shall not be remunerated. The parties expressly agree that the Employee shall be responsible for his / her own risk management for the possibility of contracting an illness. The Employee shall therefore be responsible to insure him / her for the possibility of loss of income due to illness for any other eventuality.

30. During the first six months' service, the Employee shall be entitled to take one day's sick leave for every 26 days worked.

31. Should the Employee become ill or unfit for work, the Employee shall inform The Employer and the Client as soon as it is possible to do so.

## DEDUCTIONS FROM SALARY

32. The Employer is not entitled to make any deductions from the Employee's salary, other than those agreed to in this contract, except with the express written consent of the Employee or in terms of a separate agreement entered into between the parties

## GENERAL CONDITIONS OF EMPLOYMENT

33. This agreement is further governed by the following general conditions of employment:

**33.1 Confidentiality:** During the tenure of the Employee's service to the Employer, the Employee may become exposed to and may become privy to certain confidential information regarding the Employer and the Client as well as their employees, associates and clients. This information pertains *inter alia* to the financial and business affairs of the Employer and the Client as well as company privileged information pertaining to the commercial affairs and interests and operational procedures of the Employer and the Client as well as confidential information regarding the Employer's clients and the Client's clients. This information includes but is not limited to The Employee undertakes not to divulge any of this confidential information to any unauthorized person within or outside the organization of the Employer or the Client. The Employee further undertakes not to divulge any such information, whether the Employee considers the information to be confidential or privileged or not, to a person outside of the Employer's organization or the Client's organization. The Employee acknowledges that he / she may not, without the written consent of management, remove any confidential files, manuals, plans or any document, whether it is kept in written, audiovisual or electronic format, from the Employer's premises except where it is strictly necessary for purposes directly related to the Employee's work for and with the Employer and / or the Client.

**33.2 Trade and Business secrets:** Similarly, during the tenure of the Employee's service to the Employer and / or the Client, the Employee may become exposed to and become privy to certain trade and business secrets and technical information of the Employer and / or the Client. This information includes but is not limited to any written instructions, drawings, specifications, notes, memoranda, software, source codes, records, correspondence and manuals relating or belonging to the Client or the Employer. The Employee undertakes not to divulge, under any circumstances, during or after termination of this employment agreement, any of the abovementioned information to any third party. The Employee undertakes not to make copies in any form, including photocopies or in electronic format, of any document belonging to the Employer or the Client, unless such copy is intended to be used on the Employer's or the Client's respective premises or in connection with the business of the Employer or the Employee. The Employee undertakes not to remove any such document, in whatever form it may be kept, from the above premises, without written permission from the Employer or the Client as the case may be or to deal with it in any unlawful, wrongful or improper manner.



**33.3 Non-solicitation:** The Employee undertakes, not to, during or for 12 months after termination of this agreement, solicit or attempt to solicit, the business or custom of any of the Employer's clients or the Client's clients.

**33.4 Non-Enticement:** The Employee undertakes for the duration of this agreement not to entice any employee of the Employer to resign from the Employer and / or to work for any other company

or business entity or person operating in the same field as that of the Employer, in the Republic of South Africa.

**33.5 Disciplinary Code and Procedure:** The parties agree that the Employee is subject to the Employer's disciplinary code and procedure that are contained in a separate document, which is by reference incorporated herein. The Employer retains the right to amend such code and procedure from time to time as it may deem necessary. The Employer shall notify the Employee of any amendments as and when they occur. It is expressly agreed between the parties that any one or more of the following acts committed by the Employee shall warrant summary dismissal at a disciplinary hearing:

33.5.1 Any act which causes any harm to **HODIMO INFO TECH SOLUTIONS** or which damages or which may damage the relationship between **HODIMO INFO TECH SOLUTIONS** and any of its clients;

33.5.2 Any act which is calculated to cause harm between **HODIMO INFO TECH SOLUTIONS** and any of its clients or which is calculated to damage the relationship between them;

33.5.3 Any act which is intended to harm the good name or reputation **HODIMO INFO TECH SOLUTIONS**;

33.5.4 Any act which may harm the good name or reputation **HODIMO INFO TECH SOLUTIONS**;

**33.6 Grievance Procedure:** The parties agree that the Employee is subject to the Employer's grievance procedure which is contained in a separate document, which by reference is incorporated in this employment agreement. The Employer retains the right to amend such procedure from time to time as it may deem necessary. The Employer shall notify the Employee of any amendments as and when they occur. The parties agree that in the event of the Employee being aggrieved by any working conditions or behavior or decisions of a co-employee or by management or by any member of management, or by any member of the Client's organization, the Employee shall utilize the grievance procedure in an attempt at speedily resolving such grievance.

**33.7 Termination of Employment:** On termination of this agreement for whatever reason, the Employee shall return all documents belonging to **HODIMO INFO TECH SOLUTIONS** or the Client to the Client or the Employer, as the case may be. The Employee shall also return all electronic equipment belonging to the Employer and all data stored on such equipment, including any laptop computers. The Employee shall not make any copies of any electronic data, which belongs to

**HODIMO INFO TECH SOLUTIONS** or the Client, for any reason whatsoever. **HODIMO INFO TECH SOLUTIONS** shall be entitled to obtain legal relief on an urgent basis to restrain the Employee, should it be necessary in the prevailing circumstances to do so.

**33.8 General Company Practices:** The parties agree that, at the time of signature hereof, certain company practices may exist which are not expressly mentioned in this agreement. Management

may record such company practices in writing in the form of company policy or memoranda from time to time and it will then be communicated to all employees. Such written company policy then becomes binding on the Employee and both parties agree to abide thereby.

#### **RESTRAINT**

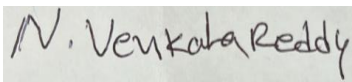
34. The Employee understands that his / her services were procured for the Client through the active involvement and through the use of considerable skill, expertise, time and knowledge HODIMO INFO TECH SOLUTIONS. Having due regard thereto, the Employee undertakes not to terminate this agreement with the express purpose of taking up employment directly with the Client. The Employee furthermore undertakes not to be employed by the Client anywhere in the Republic of South Africa, in the same field of expertise as that for which she has been employed in terms of this agreement, for duration of six months after expiry or termination of this agreement, for whatever reason.

## WHOLE CONTRACT

35. This is the whole contract between the parties. No amendment, variation or addition hereto will be of any force or effect unless and until same has been reduced to writing and signed by both parties.

SIGNED AT Johannesburg on this the 06<sup>th</sup> day of December 2023

Signed by:



\* FOR HODIMO INFO TECH SOLUTIONS

N . VENKATA REDDY  
NAME

\* It is recorded that only a director HODIMO INFO TECH SOLUTIONS will be authorized to enter into this agreement on behalf HODIMO INFO TECH SOLUTIONS. No other agreement entered into by any other representative will be regarded as legal and binding.

SIGNED AT Vijayawada on this the 06<sup>th</sup> day of December 2023

Signed By:

\_\_\_\_\_  
THE EMPLOYEE

GUNDREDDY CHAKRADHAR REDDY  
NAME