

1 December 2021

Full Name: Glen Chiridza

ID: 42-276030F15

Address: No. 118 Nyanga
Drive Street
Rusape
Zimbabwe

RE: 6 MONTHS CONTRACT – RENEWABLE AFTER 3 MONTHS BASED ON PERFORMANCE

Dear Glen,

We have pleasure in offering you a 6 months software development contract in **SESFONT COMPUTERS ZIMBABWE** hereafter referred to as "**SESFONT**" as a **Junior Software Developer** reporting to **Wanted Musabayana** with effect from **the 1st of December 2021**. After 3 months we shall review and agree new contract terms on a new contract based on your performance. Your primary contract you shall be working on is to understudy the Senior developers at Sesfont getting to know everything, every project they are on.

This contract of engagement sets out the overall terms and conditions of contract and upon acceptance shall serve as an agreement of engagement. These terms and conditions may vary from time to time depending on changes in the **SESFONT COMPUTERS** policies and procedures and business requirements. You will be notified of any such changes in writing. The terms and conditions of your contract shall be as follows.

1. DUTIES AND RESPONSIBILITIES

Your duties and responsibilities include documentation, code writing, testing in various languages, training other developers, delivering code based on milestones, check-in code to cloud based servers, backing up all your work into the cloud FTP servers, learning new technologies as prescribed by your manager, creating presentable interfaces, meeting the milestones plus targets provided, working on **Sesfont** projects code as provided by the manager, ensuring availability and punctuality to all meetings.

2. OFFICE HOURS

Basic hours of work are 45 hours per week, Monday to Friday from 08h00 to 17h00, including 1-hour lunch. No overtime pay will be paid as this has already been taken into consideration in the determination of your salary level.

3. PLACE OF WORK

Your place of work is **SESFONT's** premises located at No. 1 Gloucester Road, Eastlea, Harare, Zimbabwe. However, you will also be required to work at any premises and country where

SESFONT is represented as required. You shall be visiting South Africa for physical understudying and training from the senior Sesfont culture.

4. RELOCATION

SESFONT is currently represented in **Zimbabwe, South Africa** and Botswana and will have the right to relocate you to any other country or place of operation of **SESFONT** in accordance with the expatriate policy. If you refuse to relocate, a notice of termination of this contract agreement will be given by **SESFONT** shall be in accordance company relocation policies.

5. SALARY

In terms of the services to be provided by you as per this agreement, you will be paid a basic gross salary of **USD200 (Two hundred United States of America dollars only)** per month on the 25th of each month. Salary adjustments are based on merit and are entirely at the discretion of the CEO in agreement with your manager.

6. ANNUAL LEAVE

You will be entitled to twenty-five (25) working days' annual leave per cycle. This leave accrues at the rate of 2.08 days for each completed month. Annual leave will only be allowed at time convenient to **SESFONT** and must be taken within a reasonable time after it has fallen due. The employee is obliged to take the statutory minimum of 15 working days leave per annum. Any other statutory leave taken shall be agreed in accordance with the Basic Conditions of Employment Act as relevant. Any days carried forward without prior approval from your head of department shall be forfeited.

8. SICK LEAVE

In all cases of absence, you must inform your immediate superior or another appropriate person within **SESFONT** within 24 hrs. For periods of sickness of (3) three consecutive days or more you will be required to obtain a medical certificate from a registered medical practitioner and submit this to **SESFONT** upon your return to work. You will be entitled to (30) thirty working days' sick leave for every (3) three-year cycle. In the event of prolonged illness, the Employee shall be entitled to receive a full salary during and in accordance with the sick leave balance available in the current sick leave cycle. Thereafter the Employee shall receive no pay and **SESFONT** shall at its discretion determine the best course of action.

If at any time your health gives cause for concern, **SESFONT** reserves the right to require you to undergo a medical examination by a doctor nominated by **SESFONT**, in which event **SESFONT** will bear the cost of such examination. **SESFONT** has the right to monitor and record absence levels and reasons for absences, such information will be kept confidential.

9. COMPANY ASSETS

Employees' role they shall be issued with a computer and necessary tools to enable every as decided and agreed by the Employer. This will only happen after 6 months delivering the milestones. It is the Employees responsibility to ensure the



safekeeping and correct use thereof. Any misuse by the Employee thereof shall be treated as a disciplinary offence.

10. COMPETITION

You will not, during the term of this agreement (which will include any period of due notice whether worked or not), other than with the written consent of the Employer, engage in any activity that is in competition to the business of **SESFONT**. You should declare any other work/interests you are doing/having to you manager and get approval in writing.

11. OWN BUSINESS

The Employee shall not perform any services or employment other than for the benefit of the Employer within the Employer's working hours. Any interests held in any business by the Employee shall be disclosed to the Employer in writing on a quarterly basis. The Employer's consent shall be required if the Employee elects to serve as a director or officer on the board of a private or non-government body. Where the Employee performs any services to inter alia, a private, public, political body, church organization or academic body whether for gain or on a voluntary basis and such services are required to be performed within the hours of work, the Employer's consent shall first be required and found acceptable to the Employer before commencement thereof.

12. ETHICAL STANDARDS

Integrity is one of SESFONT's core values and as such is considered a key principle. **SESFONT** regards this principle as being of the utmost importance in all aspects of the business and of one's conduct in and outside of the office. SESFONT expects that the Employee has in time tested fundamental ethics that are a guide to be the right thing to do when faced with competing courses of action. By signing this Letter of Engagement, you agree to and here to the ethical standards that ensure, safeguard and uphold the interests of SESFONT at all times as a condition of your service to **SESFONT**.

13. CONFIDENTIALITY

It is a condition of employment that you pledge to observe strict secrecy concerning all business transactions and affairs dealt with by the Employer and or its affiliates. You will not, without the consent of the Employer, either during the continuation or after termination of the term of service, divulge to any person/ organization with whom the Employer has dealings with. As a condition precedent to this Agreement of Employment, you will be required to sign a declaration of secrecy (non-disclosure agreement).

14. COMPANY'S IPR

You are not allowed to share the Sesfont's IPR and any peace of code with anyone outside our organization without the consent of the employer.

15. USE OF EMPLOYER NAME

You will be required to agree that any time after termination of your employment you will not use the name of the Employer or any Group Company for any purpose including all its affiliates, in connection with your own or any other name, in any way which might suggest continued association with the Employer or any Group Company.

16. TERMINATION

This Agreement of Employment may be terminated by the submission of one (3) months written notice from either party to the other or payment of one (3) month's salary in lieu of notice provided always that:- Termination by the employer shall be for reasons including but not limited to misconduct, operational requirements or incapacity; which shall include poor performance; sickness and without derogating from the generality of the foregoing will include noncompliance with the employers internal audit rating policy. The employer shall be entitled to terminate your employment if you commit any act of serious misconduct including but not limited to those set out in the Labour relations act NO.66 of 1994. Payment upon termination will only be affected once all the assets of **SESFONT** in the employee's possession have been returned. Furthermore, **SESFONT** may, at its sole discretion, deduct from any payment due to the employee, monies owed to SESFONT or negative leave due by the employee to **SESFONT**.

17. JURISDICTION

This Contract of Engagement shall be governed by and construed in accordance with the laws of Zimbabwe.

18. WAIVER

The failure of either party at any time to require performance by the other party of any provision of this Contract of Engagement does not affect the party's right to require the performance at any time. The waiver by either party of a breach of any provision must not be held to be a waiver of any succeeding breach of the provision or a waiver of the provision itself.

19. ENTIRE AGREEMENT

This Contract of Engagement Agreement forms the sole basis of agreement between you and the Employer and shall be construed in accordance with the laws of **Zimbabwe**. The Employer reserves the right to change the terms of this Letter of Engagement but only by serving written notice of its intention to do so. By acceptance hereof you agree that the Employer may, from time to time undertake credit checks, police reports and related investigations bona fides.

20. SEVERED PARTS

Each provision of this Agreement of Employment shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be unenforceable and the extent of such unenforceability does not destroy the basis of this Agreement of Employment then such provision shall be severed from this Agreement of Employment without invalidating the remainder of this Agreement of Employment, and if deemed necessary, a new provision shall, to the extent possible, accomplish the intent of the parties hereto.

21. ACCEPTANCE

This Contract of Engagement shall be submitted to you in duplicate. If the terms are acceptable to you, kindly endorse your acceptance on the copy, in front of a witness who should also sign, and return the Letter of Engagement to the Employer as soon as possible and no later than 1 November 2021. After this date, this offer shall lapse.

22. MERIT

Sesfont has a merit rewards program for highflyers and consistent performers which is managed and decided by the CEO.

We hope that your period of employment with **SESFONT** shall be both enjoyable and rewarding.

SO AGREED AND SIGNED

By the **Employer**

at _____

Place

On _____

1/December/2021

Date

Wanted Musabayana – Project Management Office
For **SESFONT COMPUTERS**

By the **Employee**

at _____

Place

On _____

Date

Glen Chiridza

Witness

Identity number:

Date of Birth: