

**Fixed-Term
Contract of Employment**
Between
Vibho Technologies
(Company Registration Number - 2016/343979/07)
and
Smruti Shikari
(ID number: 9008091405187)

Smruti Shikari
12 Fish Eagle
58 Charles De Gaulle Crescent
Highveld Ext 5
Pretoria
0001

Tel nr: +27 64 545 5555

We have a great pleasure in offering you a contract for the position of **Manual Tester**, we welcome you as a member of staff and hope that our relationship will be long and mutually beneficial.

This contract shall be for the period: **15 February 2023** until **28 February 2024**.

Contract of Employment

The following terms and conditions of employment, together with the requirements of the Basic Conditions of Employment Act – 75 of 1997, and the Labour Relations Act of 66 of 1995, in as far as are applicable to this Contract, shall form the sole basis of this Contract. This position is based in the Republic of South Africa and working from other countries is not permitted.

1. Validity of this Contract

- 1.1. Should it be revealed that any time after commencement of employment that you failed or neglected to inform Vibho Technologies of any circumstance or information relating to (but not limited to), your personal circumstances, state of health, criminal record or credit record, or addition to drugs or alcoholic substances, which may have affected, in any way Vibho Technology's decision to employ or not to employ you, then this Contract shall immediately be rendered null and void and shall be of no force and effect.
- 1.2. The Contract of Employment shall thus be construed as terminated at the instance and fault of yourself, and your employment shall immediately be terminated without payment of notice pay.

2. Appointment

- 2.1. You are appointed to the position of: **Manual Tester**.
- 2.2. You may be required to travel within the Republic of South Africa from time to time.
- 2.3. You will report to **Patricia Meyer (Human Resources)** for all Employee based requirements and to the Test Manager at TELKOM from a work perspective or to any other person stipulated by Vibho Technologies from time to time.

3. Job Description, Duties and Responsibilities

- 3.1. Your Job Description will be provided by the Client (TELKOM).
- 3.2. Your Job description outlines the main duties and key performance areas as only as applicable to the requirements of the appointed post.
- 3.3. You acknowledge that you know and understand that this job description is therefore not exhaustive in content or requirement, and that you will be required to perform other duties not listed in the job description, but which fall reasonably within the ambit of the job description or reasonably within the area of responsibility of the appointed post, when required to do so. The fact that the required duty is not listed in the Job Description may not be construed as reasonable ground for a refusal to execute the required function.
- 3.4. Vibho Technologies reserve the right to transfer you to other responsibilities within the organization in keeping with the operational requirements of the Company, provided that any such transfer shall not include a material change to terms of conditions of employment, or detriment to you in terms of employee benefits.

4. Remuneration

- 4.1. Your gross remuneration shall be: **R20,000.00** monthly.
- 4.2. Remuneration shall be paid on the 30th of each month.
- 4.3. Should the 30th of the month fall on a Saturday, a Sunday or a Public Holiday, remuneration shall be paid on the last business day preceding the Saturday, Sunday or Public Holiday.
- 4.4. All remuneration is subject to statutory and other agreed deductions and the employee agrees to such deductions being made from the remuneration.

5. Hours of Work

- 5.1. The normal workdays are Monday to Friday inclusive, weekly.
- 5.2. The normal hours of attendance at the workplace shall be determined from time to time in accordance with the normal operational requirements of Vibho Technology.
- 5.3. On occasions there may be a requirement to carry out work that is required to be done without delay and outside of normal working hours. You are expected to attend to such work as requested and without delay, even if this requires the working of hours in excess of that referred to in paragraphs 5.1 and 5.2.
- 5.4. You shall be remunerated for overtime worked at statutory overtime rates.
- 5.5. You shall be remunerated for overtime work on Saturdays, Sundays or Public Holidays at statutory rates.

6. Meal Intervals

- 6.1. You are entitled to a daily meal interval of 60 minutes (1 hour) after 5 hours continuous work.
- 6.2. The meal interval shall be taken at a time approved of by the Client (TELKOM).
- 6.3. The meal interval is unpaid leave and is your own time.

7. Annual Leave

- 7.1. You shall be entitled to 1 day of paid annual leave for every 17 days worked or where you were entitled to be paid.
- 7.2. A leave cycle shall be a period of 12 months calculated from the date of commencement of Employment.
- 7.3. Any leave accrued shall be reduced by the number of days of annual leave taken during the leave cycle.
- 7.4. All requests for annual leave must be submitted in writing on the prescribed Application for Leave form at least two weeks in advance of the requirement.
- 7.5. Annual leave shall be taken at a time agreed to by Vibho Technologies.
- 7.6. Vibho Technologies reserves the right to reasonably refuse any application for annual leave.
- 7.7. Half-day and ad-hoc leave that has not been approved will be applied as unpaid leave.

8. Sick Leave

- 8.1. You are entitled to 1 day sick leave for every 26 days worked or where you were entitled to be paid.
- 8.2. The sick leave cycle will start from the date that you commence Employment and will end when the contract ends or after a 3-year cycle. Should you use all sick leave accrued, all sick leave taken after this will be unpaid leave.
- 8.3. On any day that you are unable to attend work for any reason, you are obligated to inform Vibho Technology and the Client (TELKOM) before 9am on the day in question of the reason for the absence and the expected date of return to work. Failure to notify Vibho Technologies will be regarded as an act of misconduct and disciplinary action will be taken.
- 8.4. In the event that you are absent for more than two (2) consecutive days, you are required to produce a medical certificate as proof of the incapacity. Such certificate may only be issued by a medical practitioner who is certified to diagnose and treat illnesses.
- 8.5. Note that it is your duty to hand the certificate to Vibho Technology, Vibho Technology shall not chase after you to obtain the medical certificate.
- 8.6. Should you be absent from work on sick leave on more than two (2) occasions during the same 8-week period, Vibho Technologies reserves the right to insist that you produce a medical certificate for such absence, failing which the period of absence shall be treated as unpaid leave.
- 8.7. Any sick leave remaining to your credit at the end of a sick leave cycle shall be forfeited and not accumulated.
- 8.8. You are not entitled to be paid out for any unused sick leave remaining upon termination of the employment contract.

9. Use of Company Equipment for Private Purposes

- 9.1. The Client (TELKOM) provides you with computer and electronic communications equipment in accordance with your job requirements.
- 9.2. Such equipment, including email facilities, is provided for business purposes only and use for private purposes under any circumstances whatsoever is strictly forbidden.
- 9.3. Any contravention of the rule in paragraph 9.2 above shall be regarded as serious misconduct and shall be addressed with disciplinary action which may lead to your dismissal.
- 9.4. The Client (TELKOM) constantly monitors the use of the email and internet facility, and this monitoring includes the reading of all emails sent and received and the monitoring of websites visited on the internet by individual Employees, as well as the monitoring of telephone calls made and received.
- 9.5. Any Employee found to be surfing the internet for purposes other than strictly business, and in particular any employee found to be involved in or an accessory to the downloading or viewing of any websites that may be deemed to be undesirable or offensive in any way, will be subject to disciplinary action, possibly dismissal

10. Termination of Employment

- 10.1. The Contract of Employment may be terminated at the instance of either party to the Contract, by the one party to the contract providing to the other party to the contract written notice of its intention to terminate the contract.
- 10.2. Such written Notice of Termination may be for reason recognized in law as being enough.
- 10.3. Neither you or Vibho Technologies may give written notice of less than 30 days as notice of termination.
- 10.4. Vibho Technology reserves the right to waive any period of notice, provided that the Vibho Technology pays you for any period of notice or a portion of a period that is waived at the instance of Vibho Technologies.
- 10.5. Vibho Technologies shall not be obliged to pay you for any period of notice or portion of a period of notice which Vibho Technologies agrees to waive at the request of yourself.
- 10.6. Should you terminate the contract on a notice period of less than the period required in terms of paragraph 10.2 and 10.3, Vibho Technologies reserves the right to deduct from the final payment due to you, an amount equal to your salary for the period of notice not given.
- 10.7. You undertake that you will not avail of leave during your termination period unless agreed to by Vibho Technologies.

11. Conflict of Interest

- 11.1. You warrant that you are not under any obligation or Restraint of Trade agreement or confidentiality agreement resulting from any previous or existing contract or arrangement with any person, company, firm or corporation or organizations, which is inconsistent with or in conflict with this agreement or which would prevent, limit or in any way affect the performance of yourself of your obligations to Vibho Technologies or your duty of loyalty to Vibho Technologies.
- 11.2. Should you be found in contravention of paragraph 11.1 above, you may be liable for instant dismissal.
- 11.3. You undertake during the period of your employment with Vibho Technologies not to accept Employment with the Client of Vibho Technologies that you are contracted to for the period of the contract and a period of 12 (Twelve) months afterwards.
- 11.4. You undertake that you will not seek employment through any consulting company that supplies resources to the Client (TELKOM) where you are based for the duration of your contract period with the Client (TELKOM).
- 11.5. Unless expressly agreed to in writing by Vibho Technologies, you shall not be entitled to engage in any other work, whether for remuneration or otherwise, during the consulting period, and you will devote your full time and attention to the client. (TELKOM)

12. Company Policies and Procedures

- 12.1. It is your responsibility to make yourself fully familiar with the content of all Company Policies and Procedures.
- 12.2. All Company Policies and Procedures, rules and regulations, and the Company disciplinary code form part of this Contract as if written fully in.
- 12.3. The failure of you to make yourself fully familiar with the Company Policies and Procedures shall not absolve or protect you from disciplinary action in the event of a breach of any Company Policy or procedure.

13. Amendments or Additions or Deletions to this Contract

- 13.1. Vibho Technologies reserve the right to make any amendment or addition or deletion to this contract at any time, for any reason recognized by law as being sufficient, including any amendment, addition or deletion required because of changing circumstances, operational requirements.
- 13.2. Vibho Technologies undertake not to make unilateral changes to the terms and conditions of employment except for any reason recognized in law as being sufficient.
- 13.3. Any action in terms of this paragraph shall be reduced to writing and signed by both parties to the contract.

14. Amendments, Additions or deletions to Company Policies and Procedures

- 14.1. Vibho Technologies reserve the right to introduce, amend, add to or delete from, or delete or withdraw entirely, any Company Policy or Procedure, or the Disciplinary Code at any time.
- 14.2. Amendments to Company Policy and Procedure, or the Disciplinary Code, do not require your agreement.

15. Confidentiality and Restraint of Trade

- 15.1. In accepting Employment with Vibho Technologies, it is acknowledged that during your employment or any other association with Vibho Technologies, you will develop a close and personal relationship with the clients of Vibho Technologies, and that you may, in the course of your duties, have access to all confidential information of the Client (TELKOM).
- 15.2. Such access may include, but is not limited to, information in relation to financial and marketing operations, customer data base technical information and Vibho Technologies terms and conditions and methods of conducting business, and/or any other information, confidential or otherwise.
- 15.3. You are prohibited, both during the tenure of your existing Employment Contract and for a period of unlimited duration after termination of the existing Employment Contract, in any capacity whatsoever, from disclosing or discussing any information of whatsoever nature, including but not limited to, trade secrets, names of clients or other client information, methods of operation, information regarding systems, technical know-how, financial information, or any other information of whatsoever nature, to, by or with any person other than Vibho Technology.
- 15.4. This restriction is applicable during the tenure of the Employment Contract with Vibho Technologies and continues to be in full force and effect after the termination of the Employment Contract with Vibho Technologies, for a period of unlimited duration.

Please return the signed copies of this contract at your earliest convenience.

Should you have any queries, please do not hesitate to contact Kishor Pulluri or Patricia Meyer.



Thank you

Agreed to and signed at _____ on this the _____ day of _____

Employer Name and Surname: Patricia Meyer

Employer Designation: Global Human Resources Business Partner

Employers Signature: 

Employee Name and Surname: _____

Employee Signature: _____

Witness Name and Surname: _____

Witness Signature: _____