

Strictly Private & Confidential

Oupa Nyinde

17 Southway Street
Kelvin Manor
Sandton
2090

29 June 2022

Dear Oupa,

CONTRACT OF EMPLOYMENT – Permanent Full time

The parties to this agreement are:

Name of Entity: Hollard Australia Services South Africa ("the Company")
Registration Number: 2021/894064/07
(Hereinafter referred to as the "**Company**")

And

Oupa Nyinde

ID Number: 9207085803080

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

Whereby it is agreed as follows:

We are pleased to offer you employment with Hollard Australia Services South Africa ("the Company") in the position of Developer. We look forward to receiving your acceptance of this offer as reflected in this employment contract (Agreement).

**Agreement
Commencement**

18 July 2022

Position

You will initially be employed in the position of Developer although the Company may require you to perform other duties or work in other positions within the Company and/or any Group Company from time to time. Your duties and responsibilities will be as per your position description, as varied from time to time.

You warrant that you have the experience and qualifications necessary in order to fulfil your duties and responsibilities.

Reports to	You will report directly to Thabo Modise
Location	You will perform your duties primarily at Parktown, however we may permanently relocate you and/or you may be required to work at other locations temporarily, as determined by the Company from time to time.
Labour Law	<p>This contract will be read together with the applicable labor law, in particular the Labour Relations Act ("LRA") and the Basic Conditions of Employment Act ("BCEA"). Should any term of this contract be in conflict with any existing or future law, sectoral determination or collective agreement, such law, determination or agreement shall be binding in respect of the said term only and all other terms of this contract shall remain valid and binding upon the parties.</p>
Remuneration Package	<p>You will be paid an all-inclusive remuneration package of R650 000.00(Six Hundred Fifty Thousand Rands Only) per annum. Your Total cost to company consists of a cash component, retirement fund contribution, risk benefit and medical aid contribution. You acknowledge and agree that we may from time to time vary the salary and benefits proportions of your total CTC.</p> <p>Except as otherwise provided in this Agreement, your salary is your remuneration for all purposes, including the calculation of payment in lieu of notice of termination and any other entitlements (such as leave), or other benefits.</p> <p>You will receive a once-off sign on bonus of R14 500.00 (Fourteen Thousand Five Hundred Rands only) payable on the 20th. Should you voluntarily leave the employ of Hollard within 24 months of your employment date, the full sign-on bonus is repayable to Hollard within 7 days of resignation.</p>
Pay Frequency	Your net cash remuneration will be paid into your nominated bank account on the 20 th day of the month via online transfer. Administered by Hollard South Africa.
Bonus	Subject to the successful completion of your probationary period, you will be eligible to participate in our Bonus Plan which is outlined in the Bonus Plan Policy and may be amended from time to time.

Medical Aid

The Company will be providing membership to their medical aid scheme. Membership is compulsory, unless proof can be provided that you are a dependent on another medical aid scheme. The Company's contribution to the scheme will constitute a component of your total cost of employment.

The Company's obligation to contribute to the medical aid scheme will automatically cease upon termination of your employment for whatever reason, irrespective of whether you remain a member of the medical aid scheme.

Your attention is drawn to the fact that the Company assumes no liability for any future medical aid contributions on your behalf after either your retirement from employment or your death or disability whilst in the service of the Company. We strongly recommend therefore, that you effect an appropriate investment to fund any post-retirement medical cover.

Retirement Funds and Risk Benefits

It is a requirement that all employees belong to the Company Provident Fund. In addition, you are required to contribute to core risk benefits (Hollard Group Life Assurance (GLA), Disability: permanent health insurance (PHI) and Dread Disease).

Should you join the Company after the 15th day of any month, you will not be covered under the Company risk benefits, nor will you be a member of the Retirement Fund until the 1st of the following month.

Probationary Period

You will be employed on a 6-month probation period, during which time you shall be obliged to satisfy the company that you have the competence and ability to perform your responsibilities in accordance with the standard and requirements laid down by the company for your position. It is specifically recorded that you have warranted that you have the necessary skills, expertise and experience to carry out the tasks required of someone in your position.

You will be expected to perform any work that is assigned to you that is within your skills and capabilities and to be flexible in relation to changes to your function that may be required from time to time for operational reasons.

At the conclusion of the probationary period, an assessment will be made of your performance, your achievement of the objects of the position, your relationships with the Company's clients, your relationship with your team, and your general suitability for the position.

Hours

Your ordinary hours of work are 38 hours Monday to Friday, from 6:30am South Africa time, with a 1-hour lunch break plus reasonable additional hours which are necessary to fulfill the requirements of your position and perform your duties and responsibilities.

You acknowledge that availability during Australian Eastern Standard/Daylight Time is required in your role.

Visa Status

If applicable - you acknowledge that it is your obligation to advise the Company if your visa status or work rights change.

Performance Review

Your performance may be reviewed on an annual basis in accordance with the relevant company policies.

Responsibilities

During your employment, you must serve the company in a conscientious and professional manner and to use your best endeavors to promote the interests and welfare of our business.

Acknowledgement

You acknowledge:

that the Company has offered to employ you and is willing to continue to employ you in reliance on the warranties and commitments you have given in this Agreement; and

the offer of this Agreement is subject to the satisfactory completion of background screening tests, which includes but is not limited to criminal checks, bankruptcy checks, qualification checks. You acknowledge, this screening may not be completed prior to the Agreement Commencement Date and if it subsequently highlights any irregularities, your employment may be immediately terminated.

Code of Conduct, Policies and Procedures

You agree to read and comply with the Code of Conduct and all policies and procedures, as varied from time to time. These policies and procedures do not form part of your employment terms or this Agreement.

While the terms of the Code of Conduct, policies and procedures do not form part of this Agreement and are not enforceable as obligations on the Company nor as any right created for or vested in you, any breach of these policies and procedures may result in you being disciplined and, where appropriate, dismissed.

Leave

During your employment you shall be entitled to leave in accordance with the LRA and BCEA and any other applicable legislation in the location in which you are based, as amended or varied from time to time. Without limitation, this currently includes:

Annual Leave

You will be entitled to annual leave of 20 working days, which in normal circumstances falls due after 12 completed month's service at the rate of 1.67 days for each completed month's service with the Company.

The time at which annual leave is to be taken is subject to mutual agreement and approval with the Company, but the Company retains the right to direct when annual leave must be taken.

Any accrued but unused portion of annual leave will be paid upon termination of your employment. Payment will be calculated on the basis of your salary at the date of termination of your employment with us, and the Company will endeavour to pay out your statutory entitlements in the final pay run.

Sick Leave

"Sick Leave Cycle" means the period of 36 months employment with the same employer immediately following:

- (a) Your commencement of employment; or
- (b) The completion of your prior sick leave cycle. During every sick leave cycle, you are allowed paid sick leave equivalent to the number of days you would normally work during a period of 6 weeks (30 days). However, during the first six months of employment, you are allowed one day's paid sick leave for every 26 days worked. Section 22 of the BCEA as amended refers:

You will be required to produce a sick note from a medical practitioner if you are absent for longer than two consecutive working days. Should you be unable to come to work due to illness or incapacity, you must notify your Line Manager before 09h30 of that particular day. Failure to comply with the above without satisfactory reason could result in disciplinary action being taken against you.

You are required to notify the Company immediately of your sickness or intended absence from employment as soon as practicable.

If you are unable to perform your duties due to illness or non-work related injury for three months of unpaid leave or more over a period of twelve months, the company may terminate this agreement

Surveillance in the Workplace

You acknowledge that you have been provided with and will, read and comply with the Company IT Security Code of Conduct as amended from time to time. You also acknowledge this constitutes notice of monitoring activities for the purpose of the relevant legislation.

Termination/Notice

Your employment may be terminated by written notice by either party as detailed below:

Within 6 months of employment – one week's notice.

After the first six months of employment, four weeks written notice is required.

Irrespective of when you terminate your contract of employment, the full contributions for the provident/retirement fund risk benefit contributions will be deducted for that month.

The Company nevertheless has the right to terminate your employment summarily (without notice) for any reason recognized as sufficient in law and fairness.

Your employment may be terminated for operational reasons, prior to the expiry of the contract in accordance with the LRA.

On termination of employment, you will be entitled to a certificate of service.

Immediate Termination

The Company may terminate your employment immediately and without notice and without payment of any remuneration other

than remuneration accrued to the date of termination in the event you:

engage in Serious Misconduct;

willfully or persistently engage in a material breach of this Agreement or the Company policy.

You will perform those duties and functions that may reasonably be expected of someone

in your position, as directed by the company from time to time.

In addition to the specific duties set out in "Annexure A", in general, however, you shall:

perform to the best of your abilities all duties and functions reasonably assigned to you by or on behalf of the Company in connection with its business;

obey and comply with any reasonable and work related orders and instructions given by any person employed in the Company who is in a managerial or supervisory position;

devote the whole of your time, attention and ability during working hours, and such additional time as the need of the Company may require, to the business affairs of the Company and to your duties in terms of your employment with the Company;

not accept work from nor render your services to any other Company or involve yourself in any other business interest

disclose to the Company all acts and omissions which in the past may have constituted or which may constitute a breach by you or any other employee of your obligations to the Company arising from any cause;

comply with reasonable instructions given to you by any managers/directors and/or authorized person of the Company;

General Duties

Employee Obligations as a Result of Termination

Upon the earlier of the date of termination of your employment or as otherwise directed , you must immediately deliver to the

Company all property in your possession or control that relates in any way to the business or affairs of the Company or any of its or their customers.

Recovery of Monies

In the event you owe money to the Company on termination including, but not limited to: a travel loan, failure to give adequate notice, training costs, fraudulent activity and misappropriation of Company funds, you agree the Company can deduct such monies from salary or notice period owed or in another other manner legally available

Non-solicitation

Except with the prior written consent of the Company, you must not during your employment and within the Specified Area for the Non Solicit Restraint Period after the termination of your employment for any reason, either on your own account, or for or jointly with any other person:

solicit, persuade or induce or attempt to solicit, persuade or induce any person or entity, who or which was, or is, a client or customer or prospective client or customer who had received a proposal or quote from the Company to provide services of the Company with whom you have had dealings within the 12 months immediately prior to your last date of employment with the Company, to cease doing business with the Company or reduce the amount of business which the person or entity would normally do with the Company; or

induce or attempt to induce any director, employee, agent or contractor of the Company, to terminate their employment or relationship with the Company, whether or not that person would commit a breach of that person's contract of employment or other contract or agreement with the Company by reason of leaving the service of any member of the Company.

Non-Compete

You acknowledge that during your employment with the Company you will acquire Confidential Information and trade secrets which are legitimate interests that the Company is entitled to protect. Accordingly, the restraints imposed under this clause are reasonable and not greater than are necessary to protect the Company in relation to the Confidential Information, its goodwill

and legitimate business interests, and the parties intend the provisions to operate to the maximum extent possible at law.

You must not, except with the prior written consent of the Company, within the Specified Area for the Non-Compete Restraint Period after the termination of your employment be (directly or indirectly) engaged, concerned or interested in any capacity similar to the role held by you during the 12 month period prior to your last date of active service with the Company in any Restricted Business, or in any position or capacity where you would be likely to use or disclose Confidential Information.

During and Post Employment

Restraints reasonable

You have agreed to and accepted the restrictions in this clause in consideration of the Company's entry into this Agreement and in consideration of your remuneration under this Agreement.

Each restraint contained in this clause constitutes a separate and independent provision, severable from the other restraints. If any of those separate provisions are invalid or unenforceable in whole or in part, the enforceability of the other separate provisions will not be affected.

You acknowledge that damages is not an adequate remedy for breach of this clause and that the Company may apply for an injunction to prevent or restrain such breach or the continuation of such breach. This remedy will be in addition to any award of damages which may be made in the Company's favour.

The Company recommends that you obtain independent legal advice about this clause and you agree that they have had a reasonable opportunity to obtain such advice.

Your obligations under this clause continue to apply after the termination of your employment with the Company.

General

Non-Compete Restraint Period means:
6 months

Non-Solicit Restraint Period means:
12 months

Restricted Business means any business which operates in the Australian or international pet insurance industry or be directly or indirectly engaged, concerned or interested in any business which is in direct competition with the business of the Company or any related business activity of the Company.

Expenses

Any reasonable expenses you necessarily and wholly incur while on business will be reimbursed provided, they have been approved in advance and provided we have received satisfactory documentary evidence of those expenses.

Confidential Information

You acknowledge you have been provided with the Company Confidentiality Agreement. You agree to sign the Confidentiality Agreement and any subsequent confidentiality agreement, that they form part of this Agreement and you will comply with them as varied from time to time.

Intellectual Property

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable. These rights include:

- all rights in all applications to register these rights;
- all renewals and extensions of these rights; and
- all rights in the nature of these rights, such as Moral Rights.

Materials means works, ideas, concepts, designs, inventions, developments, improvements, systems or other material or information, created, made or discovered by you (either alone or with others and whether before or after the date of this document) in the course of your employment or as a result of using the resources of the Company

Moral Rights means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of a similar nature, that exist, or may come to exist, anywhere in the world in all Materials made or to be made by you in the course of your employment.

Subject to any express written agreement to the contrary, you agree that all Intellectual Property Rights in the Materials automatically vest in the Company

To the extent permitted by law, you unconditionally and irrevocably consent to the Company and persons claiming an interest in the Materials through the Company committing any act or omission that may constitute an infringement of your Moral Rights in respect of all Materials created prior to or after this consent is given, and you waive all Moral Rights that you may have worldwide for the benefit of the Company its licensees,

successors in title and anyone authorised by any of them to do any act comprised in any copyright in the Material.

You must, when required, do all things and execute all documents necessary to give effect to this clause.

Your obligations under this clause continue to apply after the termination of your employment with the Company

Severability

If any provision of this Agreement is held unenforceable, then such provision will be modified to the extent necessary to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

Entire Agreement

This Agreement is the entire agreement between you and the Company in relation to its subject matter, and may only be varied by agreement in writing and signed by the parties. Any prior representations, communications and agreement in relation to your terms of employment are superseded by this Agreement or any new agreement made in writing between you and the Company.

Definitions

The Company means Hollard Australia Services South Africa.

Group Company means:

The Hollard Insurance Company Pty Ltd; all related company as that term is defined in the *Companies Act 2008 (South Africa)*, as amended from time to time. Any entity that is connected with Hollard Australia Services South Africa by a common interest in an economic enterprise, including for example, a joint venture partner and each of their offices.

Congratulations and welcome to Hollard Australia Services South Africa.

Yours Sincerely,



Thabo Modise

Employee Sign-Off

Name: Oupa Nyinde

Signature:

A handwritten signature in black ink, appearing to be a stylized 'M' followed by a horizontal line.

Date: 7-4-2022