

EMPLOYMENT CONTRACT

This Employment Contract (the "Agreement") is made and entered into by and between:

Parables and Platters

A private company duly incorporated and registered in accordance with the laws of South Africa, with its principal office located at **37 Artfield Place, Newlands West, Durban, Kwa-Zulu Natal, 4037** (the "Employer"),

AND

Siyabonga Arnold Khumalo, an individual residing at **Durban, South Africa** (the "Employee").

Effective Date: This Agreement is effective as of **2025/03/10**.

1. POSITION AND DUTIES

1.1 Position: The Employer agrees to employ the Employee as the **Head of Transport and Logistics**.

1.2 Duties and Responsibilities: The Employee will be responsible for the following, including but not limited to:

- Overseeing and managing the transportation, logistics, and supply chain functions for **Parables and Platters**.
- Developing and executing transportation strategies to improve efficiency, reduce costs, and maintain optimal delivery schedules.
- Managing relationships with third-party logistics providers and suppliers, ensuring all contracts are negotiated and adhered to.
- Ensuring compliance with all applicable laws, regulations, and safety standards related to transport and logistics, both nationally and internationally (where applicable).
- Directing the operations of the logistics department, including the hiring, training, and supervision of logistics staff.
- Developing and implementing performance metrics for logistics and transport operations.
- Reporting to senior management on logistics performance, operational challenges, and cost-saving measures.
- Managing a fleet of company vehicles, ensuring proper maintenance, insurance, and regulatory compliance.
- Any other duties or responsibilities reasonably assigned by the Employer.

1.3 Place of Work: The Employee will be based at the Employer's headquarters located at **37 Artfield Place, Newlands West, Durban, Kwa-Zulu Natal, 4037**, with occasional travel to other locations as required by the nature of the role.

1.4 Reporting Structure: The Employee will report directly to **Chief Innovations Officer** or any other designated individual.

2. TERM OF EMPLOYMENT

2.1 Commencement: This Agreement will commence on the **Start Date** and will continue indefinitely unless terminated in accordance with the provisions of this Agreement. This is a permanent contract.

2.2 Probationary Period: The Employee's employment will be subject to a probationary period of **3 or 6 months**, during which the Employer may assess the Employee's performance. During the probation period, either party may terminate this Agreement with **14 days'** written notice.

3. SALARY AND COMPENSATION

3.1 Salary: The Employee will receive an annual salary of **R48,000** (the "Salary"), payable in **weekly** installments via **bank transfer** to the Employee's nominated bank account.

3.2 Bonus/Incentives: The Employee will be eligible for performance-related bonuses, which may include annual bonus structures, dependent on business performance and individual achievements. The specific criteria and targets for the bonus will be outlined and reviewed at the start of each fiscal year.

3.3 Overtime: The Employee may be required to work overtime depending on the operational needs of the business. Overtime will be compensated at a rate of **1.5** or as otherwise agreed upon by both parties.

4. BENEFITS

4.1 Health Insurance: The Employer will provide the Employee with medical, dental, and vision insurance, subject to the terms and conditions of the Employer's health insurance plan.

4.2 Retirement Benefits: The Employee will be entitled to participate in the Employer's retirement savings plan, with the Employer contributing **7.5%** of the Employee's salary toward a pension or provident fund, in accordance with South African pension fund legislation.

4.3 Paid Leave:

- **Vacation Leave:** The Employee is entitled to **21** days of paid vacation per year.
- **Sick Leave:** The Employee is entitled to sick leave in accordance with South African labour laws.
- **Public Holidays:** The Employee will be entitled to all statutory public holidays recognized in South Africa.

4.4 Company Vehicle/Allowance: The Employer will provide the Employee with a company vehicle (if applicable), or the Employee will receive a monthly transport allowance of **R1000** to cover transport-related expenses.

4.5 Mobile Phone Allowance: The Employee will be provided with a mobile phone allowance or a company phone, as per the Employer's policy.

4.6 Travel Expenses: The Employee will be reimbursed for any reasonable and pre-approved business-related travel expenses, including transportation, accommodation, and meals.

4.7 Training and Development: The Employee will be entitled to attend relevant professional development courses and training programs, subject to approval by the Employer. The Employer will cover the associated costs as part of the Employee's ongoing professional growth.

5. WORKING HOURS

5.1 Regular Working Hours: The Employee's regular working hours will be **05:00am to 18:00pm, [5 Days of the Week]**, with the possibility of overtime depending on the operational needs of the business.

5.2 Flexible Working: The Employee may be required to work outside regular office hours to meet business demands. Any overtime will be compensated according to the terms outlined in section 3.3.

6. CONFIDENTIALITY AND NON-DISCLOSURE

6.1 Confidential Information: The Employee acknowledges that during the course of their employment, they may have access to confidential, proprietary, and sensitive information. The Employee agrees not to disclose or use this information for any purpose other than to perform their job duties.

6.2 Non-Disclosure Agreement: The Employee agrees to sign a separate non-disclosure agreement (NDA) which outlines specific confidentiality obligations regarding the Employer's intellectual property, business strategies, and operations.

7. INTELLECTUAL PROPERTY

7.1 Ownership of Work Products: Any inventions, designs, processes, software, or intellectual property created by the Employee during the course of their employment, whether directly or indirectly related to the Employer's business, will be the exclusive property of the Employer.

7.2 Assignment of Rights: The Employee agrees to assign all rights, title, and interest in such intellectual property to the Employer, and agrees to cooperate with the Employer in securing intellectual property rights.

8. TERMINATION

8.1 Termination by Employer: The Employer may terminate this Agreement at any time for cause, including but not limited to:

- Gross misconduct or violation of the Employer's policies.
- Failure to perform duties to an acceptable standard.

- Breach of this Agreement or any applicable laws or regulations.
- The business no longer requires the position.

8.2 Termination by Employee: The Employee may terminate this Agreement by providing **31** days' written notice to the Employer.

8.3 Severance: In the event of termination without cause, the Employee will be entitled to severance pay as stipulated by South African labour laws.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of South Africa.

10. ENTIRE AGREEMENT AND AMENDMENT

10.1 Entire Agreement: This Agreement constitutes the entire understanding between the Employer and the Employee. It supersedes all prior agreements, written or oral, between the parties.

10.2 Amendment: Any amendments or changes to this Agreement must be made in writing and signed by both parties.

11. SEVERABILITY

If any provision of this Agreement is deemed invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Employment Contract as of the Effective Date.

For the Employer

Parables and Platters

Director: Philani Kemele

Signature: 

Date: 2025/03/10

For the Employee

Siyabonga Arnold Khumalo

Signature: 

Date: 2025/03/10
