

# GenAI Legal Contract Risk Report

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## Contract Overview

Contract Type: Employment Agreement

Clauses Analyzed: 8

High Risk Clauses: 0

## Clause Risk Analysis

### Clause 1 - Low RISK

SAMPLE CONTRACT OF EMPLOYMENT This agreement, made on the ..... day of the ..... month of the year ..... Between: ..... (hereinafter referred to as "the Employer") and ..... (hereinafter referred to as "the Employee") WHEREAS the Employee and the Employer wish to enter into an employment agreement governing the terms and conditions of employment; THIS AGREEMENT WITNESSETH that in consideration of the premises and mutual covenants and agreements hereinafter contained is hereby acknowledged and agreed by and between the parties hereto as follows:

### Clause 2 - Low RISK

Term of Employment The employment of the Employee shall commence from the date hereof and continue for an indefinite term until terminated in accordance with the provisions of this agreement.

### Clause 3 - Low RISK

Probation The parties hereto agree that the initial six (6) month period of this agreement is "Probationary" in the following respects: a. the Employer shall have an opportunity to assess the performance, attitude, skills and other employment-related attributes and characteristics of the Employee; b. the Employee shall have an opportunity to learn about both the Employer and the position of employment; c. either party may terminate the employment relationship at any time during the initial six month period with advance notice of seven days with justifiable reason, in which case there will be no continuing obligations of the parties to each other, financial or otherwise.

### Clause 4 - Low RISK

Compensation and Benefits In consideration of the services to be provided by him hereunder, the Employee, during the term of his employment, shall be paid a basic salary of Nu. \_\_\_\_ a month/ week, less applicable statutory deductions. In addition, the Employee is entitled to receive benefits in accordance with the Employer's standard benefit package, as amended from time to time.

### Clause 5 - Low RISK

Duties and Responsibilities The Employee shall be employed in the capacity of \_\_\_\_ , the current duties and responsibilities of which are set out in Annexure "A" annexed hereto and forming part of this agreement. These duties and responsibilities may be amended from time to time in the sole discretion of the Employer, subject to formal notification of same being provided to the Employee.

## Clause 6 – Low RISK

Termination of Employment Subsequent to completion of the probationary term of employment referred to in paragraph 2 herein, the Employer may terminate the employment of the Employee at any time: a. for just cause at common law, in which case the Employee is not entitled to any advance notice of termination or compensation in lieu of notice; b. the Employee and employer may terminate their employment at any time by providing atleast seven days notice for probationer and 1 month advance notice for their intention to terminate the contract of employment or payment in lieu thereof. The entitlements and termination of services will be governed by the Labour and Employment Act, 2007 and its regulations and laws of the land.

6. Confidentiality The Employee acknowledges that, in the course of performing and fulfilling his duties hereunder, he may have access to and be entrusted with confidential information concerning the present and contemplated financial status and activities of the Employer, the disclosure of any of which confidential information to competitors of the Employer would be highly detrimental to the interests of the Employer. The Employee further acknowledges and agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which the Employer is entitled to protect. Accordingly, the Employee covenants and agrees with the Employer that he will not, during the continuance of this agreement, disclose any of such confidential information to any person, firm or corporation, nor shall he use same, except as required in the normal course of his engagement hereunder, and thereafter he shall not disclose or make use of the same.

## Clause 7 – Low RISK

Assignment (Transfer of Contract of Employment) This agreement shall be assigned by the Employer to any successor employer and be binding upon the successor employer with the consent of the employee. The Employer shall ensure that the successor employer shall continue the provisions of this agreement as if it were the original party of the first part. This agreement may not be assigned by the Employee.

## Clause 8 – Low RISK

Severability Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.

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