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Employment Contract

Strictly private and confidential

Entered into between

INVESTHOOD IT

(Hereinafter also referred to as "the employer" or "the company") and

THATO APHANE

ID 0001230090084

(Here in after referred to as "the employee")

Terms and Conditions of employment:

The terms and conditions set out herein will constitute the employee's contract with the company with effect from Wed 10 Jan 2024. Where a basic condition of employment is not specifically mentioned, the relevant legislation will be applicable (e.g. the Basic Conditions of Employment Act, Act 75 of 1997, the Labour Relations Act, Act 66 of 1995 amendments to legislation etc.).

Job description

JOB TITLE

IT SOFTWARE DEVELOPER

DUTIES

- Develop Educational Software as per project scope.
- Test Educational Software as per project requirements
- Extract and upload data as and when required by the project.
- Perform any other project related duties assigned by management.
- Attend all relevant training as agreed on the 12-months Training Plan.
- Train Teachers and any other staff on Online Schooling, Robotics, Coding and End User Computer
- Offer support and maintenance to relevant Schools as assigned by the Company.
- Create work and project reports on work done to the project.
- Attend all team meetings and provide feedback on tasks allocated to you.

DURATION

This agreement will become effective as from WED 14 FEBRUARY 2024 and it will end on 14 MARCH 2025 it will continue for a period of 12 (Twelve) months until it has been cancelled in terms hereof.

LEAVE REGULATIONS

ANNUAL LEAVE

Annual leave will only apply to interns whose learnership required 120 credits or more. Where applicable, the learner will be entitled one week for every 40 credits earned during the learnership or one week for every 4 months worked, whichever is the lesser. Subject to agreement, annual leave may be accumulated to a maximum of three (3) weeks leave per year. When no agreement exists between the parties, annual leave must be taken no later than 4 months after the leave has been earned. The company will not pay you in lieu of any statutory annual leave entitlement, except upon termination of employment.

SICK LEAVE

You will be entitled to one (1) day paid leave for every 26 days worked including days where you have received training proof of incapacity. An employer is not required to pay an employee in terms of section 22 if employee has absented from work for more than 2 consecutive days or on more than two occasions during an eight-week period and, on request by the employer, does not produce a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury. The company will not be obliged to pay your allowance or other amount if you are absent from work for a period covering more than two consecutive days, unless you produce on the day on which you return to work, a certificate signed by a medical practitioner stating the nature of your duration of your capacity.

FAMILY RESPONSIBILITIES

The employee will be entitled to three (3) days family responsibility leave during each leave circle (12) months. This only applies to an employee who has been employed with the employer for longer than four (4) months and works at least four (4) days a week for the employer. The employer is only obliged to grant family responsibility leave under the following circumstances: When the employee's child is born; or when the employees' child is sick. In the event of death of the employees' spouse or life partner, parent or adoptive parent, grandparent, child, adopted child, grandchild, or sibling.

MATERNITY LEAVE

Workers may take maternity leave 1 month before their due date, or earlier or later as agreed or required for health reasons. Workers may not go back to work within 6 weeks after the birth unless their doctor or midwife says it is safe. Based on Legislation in [Section 25](#), of the Basic Conditions of

Employment Act.

Maternity leave with full pay in respect of contract workers may be granted on the basis of 10 days for every month of the term of the contract up to a maximum of 4 consecutive calendar months.

STUDY LEAVE

This may be the absence from the work period that the employer takes to advance their studies and this agreement is between the employer and employee.

PROBATION

The **EMPLOYEE's** appointment (in the instance of new appointments) is subject to a 2 (two) month's probationary period during which period the **EMPLOYER** may terminate the services of the **EMPLOYEE** for any fair reason. One week's written notice of termination of service to the **EMPLOYEE**, prior to the end of the probationary period will be given.

Termination of employment

This contract of employment may be terminated only on notice of not less than one week if the employee has been employed for Twelve months or less.

Two weeks, if the employee has been employed for more than six months but not more than one year; Four weeks, if the employee

Has been employed for one year or more; or

is a domestic worker who has been employed for more than six months?

Remuneration

The **EMPLOYEE** will be entitled to the following

Remuneration: R5500.00 A monthly based stipend from Bankseta

Commission

The employee will be paid a commission of 15% of the total income generated from sales at the school that the employee would be assigned to. The commission will be paid monthly and before the 3rd day of the month.

Working hours

Normal working hours will be from (08:30) to (16:30) from Mondays to Fridays.

The employer may not require or permit the employee to work more than forty-five (45) hours per week, calculated as follows:

Nine (9) hours on any day, if the employee works five (5) days or less a week; or

Eight (8) hours on any day if the employee works on more than five (5)

days in a week; and Lunch breaks are not included in this calculation.

Hours of work in terms of item 5.2 may be extended by up to fifteen (15) minutes a day but may not exceed one (1) hour a week. The reason for this provision is to allow the employee to finish the task at hand, especially when serving a client, at the end of a working day.

Meal intervals

The employee is entitled to a lunch break of 30 minutes. Lunch breaks will be taken from

12:30 to 13:00 daily.

Work on Sundays, Public Holiday Sundays

Work on Sundays will not be compulsory but will be agreed on by the parties to the best interest of the company and the employee from time to time.

Public holidays

The employee will be entitled to the following official public holidays on full pay:

*New Year's Day *Youth Day
*Human Rights Day *National Women's Day
*Good Friday *Heritage Day
*Family Day *Day of Reconciliation
*Freedom Day *Christmas Day
*Worker's Day *Day of Goodwill

Any other holiday declared by the Government from time to time will also be

granted with full pay.

Restraint of trade

The employee may not for a period of six (6) months from the date of termination of this contract, whether on his/her own behalf or on the behalf of any other person, close corporation, partnership, or company solicit custom from, deal with or supply any person, close corporation, partnership, or company with whom the employer dealt at any time during his/her employment.

Paragraph 16.1 also applies to potential clients in which the employer has shown interest or with whom the employer was negotiating at the time of the employee's employment in the company.

This limitation of trade is restricted to the nature of the employer's business,

products and services. This limitation can be waived should both parties agree.

Exclusive service

The appointment under this contract is a full-time appointment and the employee shall devote his/her full commitment, energy, and attention to the employer's business.

The employee shall not at any time during the continuance of this contract be directly or indirectly engaged, concerned, or interested, whether for reward or otherwise, in any other trade, business or profession without the explicit written consent of the employer.

Policies, grievance and disciplinary procedure

The employee will be subject to the company's disciplinary procedure, code of conduct and policies as determined and amended from time to time.

The Disciplinary Procedure and Code of Conduct is annexed hereto as annex B, and forms part of this contract. Grievances or problems can be raised through the stipulated internal communication channels.

General

Any changes to this agreement will only be valid if they are in writing and have been agreed upon and signed by both parties.

Thus, done and signed at.... Johannesburg....on this, the...14....day of.....February
2024.

Employer



Witness



Employee



Witness