

PROBATIONARY EMPLOYMENT CONTRACT

Between

ARKSOFT (PTY) LTD
(THE COMPANY)

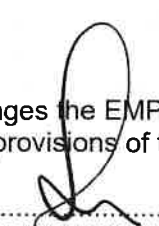
98 Prospect Road
Walmer
Port Elizabeth
6070

and

Siyanda Mtamo

EMPLOYEE NO: TBC	POSITION/OCCUPATION: Intermediate Developer	SERVICE DATE: 01 May – 31 July 2024
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The COMPANY engages the EMPLOYEE who undertakes to serve the COMPANY at the above address in accordance with the provisions of this Contract of Employment.

SIGNED: 
EMPLOYEE

SIGNED: 
For and on behalf of The COMPANY
who warrants his/her authority

DATE: 04/04/2024

DATE: 2024/04/23

CONDITIONS OF EMPLOYMENT

1. BACKGROUND

- 1.1 The COMPANY has specific objectives relating to the effective and efficient conduct of its services.
- 1.2 The EMPLOYEE acknowledges: -
- ☐ That in order to achieve the COMPANY's objectives, and in order to correspond with the legislative and operational demands imposed upon the COMPANY, it is necessary that the COMPANY maintain service delivery at optimum levels at all times.
 - ☐ That the COMPANY sets certain standards regarding the following:
 - Employee rights and responsibilities (Code of Conduct)
 - Disciplinary and Grievance Procedures and Dispute Resolution Mechanisms (the EMPLOYMENT STANDARDS set out in the Employee Handbook).
 - ☐ That it is essential to ensure that flexibility is at all times maintained, to enable the COMPANY to adjust to changes within its operational environment, and to this end, the COMPANY retains the right, to adjust, revise, and expand upon the EMPLOYMENT STANDARDS (set out in the Employee Handbook) in order to meet such changes, and give effect to its obligations.
 - ☐ That the duties associated with the position for which the EMPLOYEE has been employed are contained in the job description attached as Annexure 1 to this document, and the EMPLOYEE warrants that he/she is competent to carry out such duties.

2. CONDITIONS OF EMPLOYMENT

The EMPLOYEE is bound by:

- 2.1 the conditions of service which are set out in this document; and
- 2.2 the existing EMPLOYMENT STANDARDS (set out in the Employee Handbook).); and
- 2.3 any amendments which may from time to time be implemented.

Copies of all relevant documentation are available from the COMPANY's SharePoint Site.

The EMPLOYEE will be required to work both at the premises of the COMPANY, and those of the COMPANY'S clients. While on clients' premises, the EMPLOYEE undertakes to comply with the client's requirements in respect of safety, confidentiality and other procedures.

3. DURATION

The EMPLOYEE's employment with the COMPANY shall:

- 3.1 commence on the service date reflected above; and
- 3.2 the first 3 calendar months of employment will be regarded as a period of probation to give the COMPANY an opportunity to evaluate the EMPLOYEE'S suitability and performance before confirming the permanent appointment.
- 3.3 Should the COMPANY determine within the first 3 calendar months that the EMPLOYEE is not suitable for or able to fulfil the position the COMPANY will have the right to Terminate the Contract before the end of the first 3 calendar months.
- 3.4 The Company may under exceptional circumstances extend the period referred to in clause 3.2 by giving the Employee 7 (seven) days notice in writing.

4. ORDINARY HOURS OF WORK

- 4.1 The EMPLOYEE'S ordinary hours of work will be as per the following options:
Option 1: 7h30 – 16:00, Option 2: 08h00 to 16h30 and Option 3: 08h30 to 17h00 with a 30-minute lunch break, Monday to Friday. Employees are allowed to start work from 07:30 but no later than 8:30 producing an 8h productive working day.

5. OVERTIME

- 5.1 The EMPLOYEE acknowledges that overtime remains an essential requirement of the employment relationship and undertakes to work overtime when required to do so by the COMPANY.
- 5.2 Overtime will be worked in accordance with an agreement, pre-approved by Management.
- 5.3 The entitlement of the EMPLOYEE to payment for overtime and the extent of any such payment shall be determined in accordance with the provisions of Sections 6 and 10 (2) of the Basic Conditions of Employment Act.

6. FLEXIBILITY

- 6.1 It is recorded that the EMPLOYEE may be required to perform reasonable functions in addition to those associated with the position in which the EMPLOYEE's services are engaged.
- 6.2 In the event of the EMPLOYEE being required to undertake such additional tasks, the EMPLOYEE will accept any necessary training which may be required by the COMPANY and shall be obliged to perform such work as may be specified provided the EMPLOYEE is capable of doing so.

7. PUNCTUALITY AND ATTENDANCE

- 7.1 It is an essential requirement of the COMPANY that the EMPLOYEE:
- ☐ has a good attendance record;
 - ☐ is punctual.
- 7.2 A failure on the part of the EMPLOYEE to comply strictly with this requirement, will reflect on the EMPLOYEE's capacity to fulfil the functions for which the EMPLOYEE is engaged, entitling the COMPANY to take the necessary disciplinary measures.

8. REMUNERATION

- 8.1 The EMPLOYEE's remuneration:
- # Will be determined as constituting the total cost to the COMPANY of employing the EMPLOYEE, excluding statutory charges over which the EMPLOYEE has no control; and
 - # Will comprise various components as reflected in Schedule I to this Agreement (certain of which may be designated as compulsory and other of which remain optional).
- 8.2 The EMPLOYEE's remuneration is due on the 26th day of each month. Unless otherwise specified or required, the various components making up the EMPLOYEE's remuneration will be affected by way of electronic deposits into the EMPLOYEE's bank account. The EMPLOYEE is obliged to open a banking account for this purpose and to supply the COMPANY with details of the banking account number.
- 8.3 It is a term of this contract that the details of the remuneration payable remain confidential between the parties hereto.

9. DEDUCTIONS

The COMPANY shall be entitled and is duly authorised by the EMPLOYEE to deduct the following monies from the EMPLOYEE's remuneration: -

- 9.1 Any monies which may be due by the EMPLOYEE in respect of any benefits extended to the EMPLOYEE from time to time, in accordance with the COMPANY's policies.
- 9.2 Any amount which the COMPANY is required or permitted by law, ordinance or legal process to deduct, including PAYE/SITE, and fringe benefit tax.
- 9.3 Any amounts in respect of which the EMPLOYEE may become indebted to the COMPANY for any reason whatsoever, subject to the COMPANY complying with the provisions of Section 34 of the Basic Conditions of Employment Act insofar as it may be necessary to do so.
- 9.4 Any amounts other amounts as may be authorised by the employee in writing.

10. ANNUAL LEAVE

- 10.1 The EMPLOYEE is entitled to 15 leave days per annum.
- 10.2 The EMPLOYEE shall be entitled to take annual leave at such times as may be prescribed from time to time by the COMPANY.
- 10.3 The EMPLOYEE is obliged to take the leave within 6 months of the end of the year in which it has accrued and is not entitled to accumulate leave.
- 10.4 Any occasional leave which may be taken by the EMPLOYEE during the course of a year, shall be deducted from the EMPLOYEE's Statutory entitlement.

11. WORK ANNIVERSARY BONUS LEAVE

In addition to the standard 15 days annual leave, employees will be granted 1(one) extra leave day/ days on their work anniversary each year. However, it will be capped at 20 days. For example:

- 1 Year of service – 15 + 1 day
- 2 Years of service – 15 + 2 days
- 3 Years of service – 15 + 3 days
- 4 Years of service – 15 + 4 days
- 5 Years of service – 15 + 5 days

12. PUBLIC HOLIDAYS

The COMPANY will observe such public holidays as may be specified by law and if operationally required of the employee to work on a public holiday, the employee agrees to do so.

13. SICK ABSENCE

- 13.1 During the first 6 (six) months of employment, the Employee will accrue sick leave at a rate of 1 (one) day for every 26 (twenty-six) days worked. After 6(six) months of employment, the EMPLOYEE shall be entitled to sick leave equal to the number of days normally worked during a period of 6 weeks, in every 3-year cycle, calculated from the first day of work, and less the number of sick leave days taken during the first 6 (six) months of employment.
- 13.2 When absent from work due to illness the EMPLOYEE is obliged: -
 - ☐ to contact the COMPANY on the EMPLOYEE's first day of absence and advise of the illness before 9h00 am;
 - ☐ to obtain such medical certificate as may be necessary to conform to Statutory requirements, (for absence in excess of 2 days as well as for a Monday and Friday)

covering the EMPLOYEE's absence from work.

- ☐ to present the certificate to the COMPANY, upon the EMPLOYEE's return to work.

13.3 No sick certificate shall be recognised by the COMPANY other than one which is issued on diagnosis by a qualified medical practitioner registered with a statutory council established in terms of law.

14. BENEFITS

14.1 The EMPLOYEE shall be entitled to those benefits as set out in Schedule I.

14.2 It is recorded that the COMPANY shall be entitled, in consultation with the EMPLOYEE, to amend, vary, restrict or extend the benefits referred to above, should the COMPANY consider it appropriate for operational or other reasons.

14.3 The EMPLOYEE's rights to any benefits extended in terms of this Agreement shall terminate simultaneously with the termination of the EMPLOYEE's services, for any reason whatsoever.

15. TERMINATION OF EMPLOYMENT

The EMPLOYEE's employment with the COMPANY may be terminated:

15.1 By either party giving the other two months' notice of termination in writing, provided that the COMPANY shall be entitled to effect payment in lieu of such notice, should the COMPANY so elect.

15.2 By the COMPANY, for any lawful reason, including termination without notice in the event of the EMPLOYEE's dismissal for disciplinary reasons.

15.3 By retirement:

- ☐ upon reaching retirement age as set out in the rules of the Retirement Fund; or alternatively
- ☐ in accordance with such agreement as may be arrived at between the COMPANY and the EMPLOYEE.

16. ALTERNATIVE ACTIVITIES

The nature of the EMPLOYEE's appointment requires that the EMPLOYEE devotes his/her full energy to the EMPLOYEE's work for the COMPANY and the acceptance of alternative employment with another employer or honorary posts will only be permitted in consultation with and written agreement of the COMPANY.

17. CONFIDENTIALITY

17.1 The employee shall not, either during his/her employment with the employer or any of its associated companies or at any time thereafter, unless he/she has obtained the employer's prior written consent, directly or indirectly divulge or make known to any person any confidential information relative to the business, customers, employees, products, methods or processes of the employer or any of its associated companies that may have come to his/her knowledge at any time during his/her employment, whether before or after the signature hereof, nor may the employee make any unauthorized use of such confidential information at any time.

17.2 All confidential drawings, notes, memoranda, computer programs, computer printouts, computer disks and other documents and materials relating to the business, customers, products, methods or processes of the employer or any of its associated companies coming into the employee's possession during his/her employment will be the exclusive property of the employer and/or the associated company in question, and the employee will take all reasonable steps to prevent the publication or disclosure of such information or materials.

17.3 If the employee should have any doubt whether, for the purposes of this clause, he/she is authorized to disclose information to a particular person, or whether any information is confidential information, or

whether any use of information is authorized, the employee is obliged to obtain and abide by a written decision of the employer.

- 17.4 All software developed by the employee during the period of this agreement will be subject to the provisions of this clause 12 and all rights, including intellectual property rights in and to such computer software will vest in the employer absolutely and as sole beneficial owner thereof.
- 17.5 On the termination of the employee's employment for whatever reason, the employee is obliged to ensure that all confidential documents and materials of whatsoever nature (including copies thereof in the employee's possession or under his/her control) are promptly returned to the employer or the associated company in question, and the employee shall be obliged in such circumstances to provide an affidavit at the time attesting to this.
- 17.6 The employee shall be obliged also to notify the employer or the associated company in question in writing of any abuse of the confidential information of the employer or the associated company immediately that he/she becomes aware of such abuse and to assist in remedying such abuse when required by the employer.

18. RESTRAINT OF TRADE

- 18.1 It is recorded that in the course of his/her duties, the employee:
 - 18.1.1 has acquired and/or will acquire considerable know-how in and will learn of the employer's techniques relating to the marketing of its' products and similar competing products;
 - 18.1.2 will have access to the lists of customers and principals with whom the employer does business; and
 - 18.1.3 generally will have the opportunity of learning and acquiring the trade secrets, business connections and other confidential information appertaining to the employer's business, including but without limiting the generality of the foregoing:
 - 18.1.3.1 knowledge of and influence over the employer's customers/clients;
 - 18.1.3.2 the contractual arrangements between the employer and its customers/clients;
 - 18.1.3.3 the financial details of the employer's relationship with its customers/clients;
 - 18.1.3.4 financial details relating to the employer's relationship with its customers/clients;
 - 18.1.3.5 the names of prospective customers/clients and their requirements;
 - 18.1.3.6 details of the employer's financial structure and operating results;
 - 18.1.3.7 other matters which relate to the business of the employer and in respect of which information is not readily available in the ordinary course of business to a competitor of the employer.
- 18.2 It is acknowledged that the only effective and reasonable manner in which the employer's rights in respect of the matters referred to in clause 17.1 above can be protected is the restraint imposed upon the employee in terms of this clause 17.
- 18.3 Without derogating from the employee's obligations under clause 3, the employee shall not for a period of twelve months from the termination date, whether as proprietor, partner, director, shareholder, employee, consultant, contractor, financier, agent, representative, assistant or otherwise, directly or indirectly, carry on or be interested in or engaged in or concerned with or employed by any prescribed active customer or company, firm, undertaking or concern carried on in the prescribed area which sells or supports prescribed goods or in the course of the business of which prescribed goods are sold or supported or the prescribed principals are represented; provided that the employee shall not be deemed to have breached his/her undertaking by reason of his/her:
 - 18.3.1 holding shares in the employer; or
 - 18.3.2 holding shares in any company, the shares of which are listed on a recognized Stock Exchange if the shares are owned by:
 - 18.3.2.1 him/her;
 - 18.3.2.2 his/her ascendants and descendants;
 - 18.3.2.3 his/her spouse;
 - 18.3.2.4 any person related to him/her or his/her spouse within the third degree of consanguinity;
 - 18.3.2.5 any trust created primarily for the benefit of one or more of the persons referred to in clauses

- 18.3.2.1 to 18.3.2.5; and
- 18.3.2.6 any company effectively controlled by one or more of the persons and trusts referred to in clauses 18.3.2.1 to 18.3.2.5.
- 18.4 The employee undertakes that neither he/she nor any company, firm, undertaking or concern in or by which he/she is directly or indirectly interested or employed will within a period of twelve months after the termination date, directly or indirectly:
- 18.4.1 encourage or entice or incite or persuade or induce any employee of the employer to terminate his/her employment with the employer; or
- 18.4.2 encourage, entice, incite or persuade the prescribed principals to terminate their agreements with the employer; or
- 18.4.3 furnish any information or advice to any employee then employed by the employer or to any prospective employer of such employee or use any other means which are directly or indirectly designed, or in the ordinary course of events calculated to result in any such employee terminating his/her employment with the employer and/or becoming employed by or directly or indirectly in any way interested in or associated with any other company, firm, undertaking or concern; or
- 18.4.4 furnish any information or advice (whether oral or written) to any prescribed customer that the employee intends to or will (whether as proprietor, partner, director, shareholder, employee, consultant, contractor, financier, agent, representative, assistant or otherwise) directly or indirectly, be interested or engaged in or concerned with or employed by any company, firm, undertaking or concern carried on in any of the prescribed areas which sells prescribed goods or in the ordinary course of which prescribed goods are sold after the expiry of the twelve month period after the termination date, or attempt to do so.
- 18.5 Without derogating from the obligations imposed by this clause 14 the employee undertakes that neither he nor any company, firm, undertaking or concern in or by which he/she is directly or indirectly interested, engaged, concerned or employed will for a period of twelve months after the termination date directly or indirectly, whether as proprietor, partner, director, shareholder, employee, consultant, contractor, financier, agent, representative, assistant or otherwise in any part of the prescribed areas:
- 18.5.1 Solicit orders from prescribed customers for the prescribed goods;
- 18.5.2 Canvass business in respect of the prescribed goods from prescribed customers;
- 18.5.3 Sell or otherwise supply any prescribed goods to any prescribed customer.
- 18.6 Each of the undertakings set out in this clause 17 (including those appearing in a single clause) is severable, *inter alia*, as to:
- 18.6.1 nature of interest, act or activity;
- 18.6.2 the categories of persons falling within the definition of prescribed customers;
- 18.6.3 the categories of persons falling within the definition of prescribed principals;
- 18.6.4 the categories of goods falling within the definition of the prescribed goods;
and are acknowledged to be reasonably required for the protection of the employer and are generally fair and reasonable.
- 18.7 The employee acknowledges that the employer will suffer financial harm and loss in he/she breaches any provision of this agreement. Upon the breach of any of the provisions of this agreement, the employer shall be entitled to enforce the restraint in question and. In addition, or alternatively thereto, as the employer may elect, be entitled to claim and recover damages from the employee.
- 18.8 All written instructions, drawings, notes, price lists, customer lists, memoranda, records, orders or communications of any nature whatsoever relating to the employer's trade secrets or other confidential information pertaining to the employer which are made by the employee or which come into his/her possession during the period of his/her employment by the employer shall be deemed to be the property of the employer and shall be surrendered to the employer on demand. On termination of the employee's employment by the employer for any reason whatsoever, the employee shall not retain any copies or extracts of any document referred to in this clause but shall forthwith hand over all such copies and extracts to the employer.

19. ENTIRE AGREEMENT

This Contract of Employment constitutes the entire agreement between the parties and neither party shall be bound by any terms, conditions, warranties or representations outside of this agreement unless reduced to writing and signed by both parties.

SCHEDULE I

1. REMUNERATION

The EMPLOYEE'S monthly remuneration at date of signature of this agreement,

This is made up of the following components: -

Total package (CTC) R 32 000

NOTE: Free accommodation for three 3 months at 15 8th Avenue, Walmer, Gqberha (Property of Arksoft, which is walking distance to the office), thereafter you will have to find accommodation elsewhere and we will then increase your package to R 35 000.

2. RETIREMENT AGE

The employee will retire on the first day of the month subsequent to the attainment of the age of 65 years.

ANNEXURE 1

JOB DESCRIPTION

The purpose of this position is to develop solutions through the involvement in various aspects of the software development lifecycle including requirements as capture, design, implementation, testing, installation and support. As an Intermediate Developer you will work with a team to acquire proper understanding of software requirements, deliverables and timelines. Below find set out the duties and responsibilities for the **Intermediate Software Developer** position which would include any other work the employee is qualified to do and deemed to be a part of.

- Meets programming standards by following production, productivity, quality, and customer-service standards; identifying work process improvements; implementing new technology.
- Plans programming projects by confirming program objective and specifications with clients.
- Arranges program specifications by confirming logical sequence and flowcharts, researching and deploying established operations.
- Verifies program operation by confirming tests.
- Updates job knowledge by participating in educational opportunities; reading professional publications; maintaining personal networks.
- Accomplishes department and organization mission by completing related results as needed.
- Software Architecture Design, Software Development Fundamentals, C#, Software Documentation, Software Testing & Debugging, Software Maintenance, Software Algorithm Design, Software Performance Tuning.
- Perform any other duties which may be required to achieve the primary purpose of this position or which may be operationally required by the Employer.