



PRIVATE AND CONFIDENTIAL

NAME

ID

ADDRESS

Letter of Appointment

I am pleased to inform you that your application for the post of
at AJleRoux CC was successful. Please accept my congratulations on behalf of the company.
This document contains the terms of your contract of employment. I hope that you will give this
offer serious consideration and that I will be able to welcome you to the company in the near
future.

Note that I am also including our Corporate Code of Conduct and our Confidentiality, Non-
Solicitation And Restrictions On Competition And Non-Solicitation Of Employees Agreement.
Please read these three documents carefully as they together constitute your contract of
employment. You can indicate your acceptance of this offer by simply signing and returning all
three documents.

Best regards,

André J. le Roux

Contract of Employment

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1. Description of Duties and Place of Work

You are responsible to the Director(s) or such person as may be notified to you from time to time. During working hours you shall devote the whole of your time to the business of the Company and perform duties consistent with your position and conform to and comply with the directions and instructions the Company may give you from time to time.

You will be based at our **Pretoria office** or such address as we may notify you from time to time.

You confirm that you have and will continue to have a valid, South African driver's license and independent means of travel to and from work, **these being conditions of employment.**

You shall not be engaged in any other professional activity, be it during or after office hours, for gain or other advantage, without the prior written consent of the Company. All external business interests must be disclosed to the Company and approved by the Company, **these being conditions of employment.**

2. Commencement

Your employment with the Company will commence on

3. Hours of Work

This employment is on a full time basis and you would be expected to work a minimum of 8 (eight) hours per day, 5 (five) days per week, and take 1 (one) hour lunch-break daily, additional to your eight productive hours. Normal office hours are from 8:00 am to 5:00 pm. These office hours are guidelines only and you may request to work your eight productive hours at different times (flexi-time). Although the Company cannot guarantee that flexi-hours will be granted, it is in principle in favor of the concept of flexi-time.

The Company considers unauthorized absence from work during your agreed office hours a serious disciplinary offence. Although the Company is not unsympathetic with regard to circumstances beyond your control (such as car trouble), repeated offences will likely result in disciplinary action.

From time to time and in the light of urgency and the needs of the Company, you may be required to work additional or varied hours. As the company is in a growth phase and extra effort is often required, it can happen that you are expected to work more than eight hours per day or more than 5 days per week, this having been discussed and agreed with you prior to the signature of this document. Remuneration for additional hours will be calculated according to your agreed hourly rate specified below.

4. Remuneration

With effect from the date of commencement of employment until review, you shall be entitled to receive a gross annual salary of

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In addition you will be paid per full hour in the event that you are expected to work additional to your agreed office hours. Note that this applies exclusively to instances where the Company specifically requires and authorizes such additional work.

The company shall be entitled to deduct from your salary all amounts required by any applicable income tax legislation or by any other competent legal authority.

Your salary shall be paid by the Company in arrear by bank transfer on or before the 25th day of each month.

5. Expenses

All reasonable expenses properly and necessarily incurred by you in the performance of your duties will be repaid to you, provided that these expenses have been pre-approved by the Company and provided that you can produce receipts or other evidence of such expenses.

6. Annual and Study Leave

In addition to public holidays, you are entitled to 15 (fifteen) working days leave on full pay in respect of each 12 (twelve) month cycle of employment, beginning after the date of commencement of your employment. The year is calculated with reference to the date of commencement of employment.

You will not be entitled to paid leave during your trial period.

You must give reasonable notice of proposed annual leave dates, to be taken at such times as are convenient to the Company, and which dates must be agreed with your superior in advance. Leave not taken when due may not be accumulated unless with the consent of the Director(s) of the company.

You are entitled to 7 working days per annum leave on full pay in respect of study leave, inclusive of dates of writing examinations.

7. Sickness

You will be paid statutory sick leave if you are absent from work owing to sickness or injury and have complied with all necessary statutory and contractual requirements.

You must inform your superior if you are absent from work for any reason as soon as possible, and in any event no more than 1 hour after you were due to commence work. Any unauthorized absence must be properly explained. The Company considers unauthorized absence from work a serious disciplinary offence.

If you are absent from work owing to sickness or injury for less than 3 (three) working days, you may complete a sickness self-certification form. These may be obtained from your superior and will be retained in our records.

If you are absent from work owing to sickness or injury for 3 (three) working days or more, you must submit a doctor's certificate on the day of your return to work. The doctor's certificate must cover the entire period of absence. If you fail to comply with this stipulation, you will lose your entitlement to sick pay.

You are not contractually entitled to payments during absence owing to illness or injury over and above statutory sick pay.

Subject to your statutory and constitutional rights, we may at any time require you to:

- (a) apply (or allow us to apply on your behalf) to your G.P. or health professional for a copy of your health records;
- (b) supply such records to a doctor approved by the Company who will examine you at our expense, compile a report and supply such report to us; and
- (c) consent to an application by us to your G.P. or other health professional for a medical report on you and to such report being presented to us.

You will be entitled to 30 (thirty) working days sick leave for every 36 (thirty-six) month cycle from the day of commencement of employment.

8. Pension and Medical Aid

The Company does not operate a company pension scheme or medical aid scheme.

9. Trial Period

The first **4 (four) months** of your employment will be a trial period (the "Trial Period").

10. Notice

During the Trial Period you are required to give and entitled to receive 48 hours written notice to terminate your employment. Thereafter you are required to give and entitled to receive one month's written notice to terminate your employment.

During the trial period your performance will be carefully monitored. At the end of the trial period we will inform you in writing:

- (a) that the trial period has satisfactorily been completed and confirm your continued employment; or
- (b) that your employment is terminated in accordance with the provisions relating to termination.

The Company's failure or omission to issue you with said notice shall not be deemed to be confirmation of your employment.

11. Termination

During the period following notice of termination, you shall assist the Company by using your best efforts to train, advise or integrate employees taking over your responsibilities. During the period following notice of termination, this agreement shall remain in force, unless otherwise agreed in writing between you and the Company.

Notwithstanding any of the above provisions, the Company shall be entitled to terminate your employment without compensation or payment in lieu of notice;

- (a) for any reason which would entitle an employer to summarily dismiss an employee at common law;
- (b) in the event that you are guilty of conduct which can bring the Company into disrepute.
- (c) if you are guilty of a criminal offence or gross misconduct. Examples of gross misconduct can be found in the AJleRoux CC Corporate Code of Conduct.
- (d) in the event of you breaching or failing to fulfill any of the obligations in terms of this agreement or the Confidentiality, Non-Solicitation and Restrictions on Competition and Non-Solicitation of Employees Agreement.

- (e) in the event that you fail, in the opinion of the director(s) of the company, to achieve and/or maintain the standard required for the purpose of carrying out your duties.
- (f) in the event that you fail a credit check on your personal credit worthiness.
- (g) if you are unable to work or properly complete your duties for a period of 60 (sixty) consecutive days or for any periods exceeding 120 (one hundred and twenty) days within any period of 365 consecutive days.

12. Provisions on Termination

On termination of your employment for whatever reason(s), you shall immediately deliver up all the Company's property which may have been prepared by you or come into your possession during your employment, including but not limited to all notes, memoranda, records, accounts, letters, papers and documents of every description and in whatever form and you shall not retain copies of any of these documents. If requested, you must confirm in writing such delivery.

On termination of your employment for whatever reason(s), you shall immediately cease to present yourself as being in any way connected with the Company or its business.

13. Retirement

Your employment will automatically terminate on your 60th birthday, unless you are requested by the Company to continue.

14. Confidentiality

You will be required to sign a separate agreement on Confidentiality, Non-Solicitation and Restrictions on Competition and Non-Solicitation of Employees.

15. Deductions From Salary

You authorize the Company to deduct and retain from your salary:

- a. any overpaid salary, sick pay, holiday pay, expenses or other debt owed by you to the Company whether such overpayment was made by mistake, misrepresentation or otherwise.
- b. the balance repayable of any loan made to you by the Company.
- c. any losses incurred by the Company during the course of your employment which are caused through your negligence, breach of your contract or dishonesty.
- d. One day's salary for each day of unauthorized absence from work.
- e. Any other deduction which may from time to time be required or authorized by law or to which you have previously agreed in writing.

16. Disciplinary and Grievance Procedure

These are outlined in the AJleRoux CC Corporate Code of Conduct.

17. Rules, Policies and Procedures

You agree to comply with Company rules, policies and procedures at all times. For avoidance of doubt, such rules, policies and procedures are outlined in the AJleRoux CC Corporate

Code of Conduct and may be modified, replaced, withdrawn or added to at any time at the discretion of the Company. Breach of Company rules, policies or procedures may result in disciplinary action and, in serious cases, in summary dismissal.

18. Miscellaneous

- a. You accept responsibility for any Company property under your control or in your possession.
- b. You warrant that you have no criminal record and you are under a continuing duty of immediate disclosure to the Company of any criminal prosecution brought against you, or criminal conviction of yourself.

19. Serving of Notices and Legal Processes

The parties respectively choose the addresses set out beneath their signatures at the end of this agreement at which all notices may be given and all processes may be served. All notices by a party to another shall be sent to the chosen address of the addressee and shall either be delivered by hand, in which case they shall be deemed to have been received on the date of delivery, or posted by prepaid registered post, in which case they shall be deemed to have been received on the fourteenth business day after posting, unless the addressee proves the contrary.

20. Severability

Should any of the terms or provisions of this agreement be declared by any competent court or arbitrator to be in conflict with the law or to be unenforceable, the validity and enforceability of the remaining terms and provisions of this agreement shall not be affected thereby.

21. Headings

The headings to clauses in this agreement are for readability purposes only and do not form part of the contractual understanding between the parties to this agreement.

Once you have read this document, the Corporate Code of Conduct and the Confidentiality, Non-Solicitation And Restrictions On Competition And Non-Solicitation Of Employees Agreement you can accept this offer by simply signing and returning all three documents. I look forward to hearing from you.

Yours sincerely

André le Roux
Director

AJleRoux CC
241, 15th Avenue
Rietfontein
Pretoria
0084

I acknowledge receipt of this document and a copy of the AJleRoux CC Corporate Code Of Conduct, both of which I have read and understood. I agree to the terms and conditions in both these documents.

Dated

As witness _____

Full names of witness:

Full physical address:

As witness _____

Full names of witness:

Full physical address: