

Contract of employment

Entered into and between

EMPLOYER NAME

(Herein after referred to as "the employer" or "the company")

and

EMPLOYEE NAME

(ID _____)

(Herein after referred to as "the employee")

(Jointly referred to as the parties)

1. Terms and conditions of employment

- 1.1 The terms and conditions set out herein will constitute the employee's contract with the company with effect from (START DATE).
- 1.2 Where a basic condition of employment is not specifically mentioned, the relevant legislation will be applicable (i.e. Namibian Labour Act 2007, relevant codes of good practices, etc.)

2. Position title and duties

- 2.1 The employee is employed in the position of (POSITION NAME).
- 2.2 The duties of this position are set out in the Position Profile annexed hereto as Annexure A.
- 2.3 The Position Profile forms part of this contract and contain 4 key performance areas and measures which needs to be complied with by the employee.
- 2.4 Performance assessments will be conducted in (MONTH) and (MONTH) of every year in order to measure the performance levels of the employee.
- 2.5 Final ratings will be a contributing factor to salary increases and performance bonus calculations.
- 2.6 Any changes to the Position Profile will only be affected after consultation with the employee and will usually take place in March of every year.
- 2.7 Although the employee has been employed in the position referred to in paragraph 2.1 and will therefore be responsible for the duties referred to in paragraph 2.2, he/she may be required to perform other duties that may reasonably be expected of him /her within the company from time to time. The latter include the provision of essential services after hours and over weekends as well as standby duties after hours and over weekends.
- 2.8 During the period of employment within the company the employee will report as per (EMPLOYER NAME) Organizational Chart and will obey instructions given by him/her and any other person duly authorized (or delegated) by the company to do so.

3. Probation period

- 3.1 The employee guarantees that he/she is competent to carry out the services for which he/she has been employed under this employee contract and that he/she is properly qualified to occupy the post envisaged herein. Any material misrepresentation shall lead to summary termination of this contract.
- 3.2 The employee will be required to serve a probationary period of three months during which the company will provide ongoing training and during which the employee's performance and progress will be monitored.
- 3.3 Permanent employment with the company is subject to the employee successfully completing this 3 month probation period.
- 3.4 An assessment will be done after the first three months of employment in order to determine the employee's suitability for permanent employment.
- 3.5 The company may extend the probation period or terminate this employment contract if the employee is not found suitable after the first three months of employment.

CONTRACT OF EMPLOYMENT

4. Remuneration and benefits

- 4.1 The employee’s remuneration package, benefits and benefit description/conditions are to be set out in the tables below. Total cost to the company will amounts to N\$ 9000.00 per month.
- 4.2 The employee’s total monthly remuneration will be payable in arrears on the last day of each month.
- 4.3 Should the regular payment date fall on a weekend or public holiday, the employer will pay the salary on the last working day before said day.
- 4.4 Annual increases are based on company performance, merit, inflation and management discretion. Annual increases will be implemented in (MONTH) of each year.
- 4.5 The employee’s remuneration will comprise of the following:

(The table below is for illustrative purposes only and need to be adjusted in order to comply with client specifications. None guaranteed items may be taken up in a separate schedule or form part of the same schedule subject to relevant notes)

4.5.1 Guaranteed remuneration package components			
Fixed Earning Type	Monthly Value	Annual Value	Description and conditions
Base Salary (Wage)	NAD 0.00	NAD 0.00	Basic after break down and part of total cost to company
13th Cheque	NAD 0.00	NAD 0.00	Not applicable
Medical Aid	NAD 0.00	NAD 0.00	This benefit translate to a 50% employer contribution to the company approved Medical Aid Fund. Membership to this fund is subject to the rules of the Medical Aid Fund. This benefit is voluntary without any additional compensation should the benefit not be utilized by the employee.
Pension Fund	NAD 0.00	NAD 0.00	This benefit translate to a 7% employer contribution to the company's Pension Fund. The employee will contribute 7% of his/her basic wage per month to the Pension Fund. Membership to this fund is subject to the rules of the Pension Fund. This benefit is compulsory.
Social Security	NAD 0.00	NAD 0.00	0.9% of the employer's basic wage, up to a maximum amount of NAD 54.00 is contributed by both the employer and employee. Benefits include payments upon death, serious illness, disability and maternity. Please refer to the relevant act for additional information.
Housing Allowance	NAD 0.00	NAD 0.00	Paid in addition to Basic Salary in respect to Housing Expenses. The employee confirm that his/her actual housing expenses meet or exceed the housing allowance amount and proof of such expense need to be filed with the company.
Cell allowance	NAD 0.00	NAD 0.00	This benefit is subject to the employee being reachable at all times. Please refer to the relevant policy for additional information.
Entertainment Allowance	NAD 0.00	NAD 0.00	Not applicable
Petrol Allowance	NAD 0.00	NAD 0.00	This benefit is subject to the employee using his/her own transport to conduct company business.
Car Allowance	NAD 0.00	NAD 0.00	Not applicable
Company Car value	NAD 0.00	NAD 0.00	Not applicable
Computer Allowance	NAD 0.00	NAD 0.00	Paid in addition to the Basic Salary in respect to computer expenses which the employee will incur. The employee is responsible to substantiate computer expenses annually to the Receiver of Revenue.
Total package	NAD 0.00	NAD 0.00	

5. Deductions

5.1 PAYE

5.1.1 All earnings and fringe benefits are taxable and are taxed according to the Income Tax Act.

5.2 Social Security

5.2.1 As required by law, Social Security will be deducted as prescribed. Currently 0.9% is deducted per month from employees' salaries to a maximum of N\$ 54.00 per month.

5.2.2 An equal contribution is made by the company.

5.2.3 Staff members can claim against this fund for reasons of maternity, death, illness or disability.

5.3 Medical Aid

5.3.1 Membership to the company's approved medical aid scheme is voluntary.

5.3.2 The company subsidizes the relevant premiums to a maximum of 50% of agreed to plans.

5.3.3 Membership, benefits and contributions are subject to the rules of the Scheme.

5.3.4 Special dependants, i.e. parents, children older than 18, are not covered under this benefit and any application of such will be approved by the company beforehand and is subject the rules of the Scheme

5.3.5 Membership to the Scheme will terminate concurrent with the termination of this agreement.

5.3.6 This benefit cannot be encashed and the value thereof is forfeited if not utilized.

5.4 Additional deductions are added to the client's contract with appropriate descriptions.

6. Leave

6.1 All categories of leave must be applied for in writing in the form and manner prescribed by the company from time to time, and may only be taken after approval by the company or its delegated authority.

6.2 Annual leave

6.2.1 The employee is entitled to 20 working days Annual Leave per annum when appointed on a 5 day work week.

6.2.2 Annual Leave accrues monthly proportionally.

6.2.3 The employee will take at least 75% of leave accumulated over a 12 month period.

6.2.4 Accrued Annual Leave will never exceed 30 working days.

6.2.5 The employee agree to take 3 weeks annual leave over the December / January period as the company will close over this period.

6.2.6 The employee agree to take unpaid leave should his/her leave entitlement be less than the required number of Annual Leave days.

6.2.7 Annual Leave will not be granted concurrently with any other period of sick leave granted.

6.2.8 Annual Leave will normally not be granted within the notice period regarding the termination of service.

6.2.9 Annual Leave will only be encashed when the employee leaves the service of the company i.e. when this employment agreement is discontinued.

CONTRACT OF EMPLOYMENT

- 6.3 Sick Leave
- 6.3.1 The employee hereby declares that there is no medical condition, either physical or psychological, of which he/she is aware that would impede his/her performance on the job, or hold an actual potential risk to the health and safety of the employee himself, herself, a fellow employee or a member of the public.
- 6.3.2 Employees, working 5 days during the week, are eligible to receive 30 days Sick Leave per three year cycle.
- 6.3.3 The Sick Leave entitlement will be adjusted on a pro rata basis for employees working less than 5 days during the week.
- 6.3.4 The employee will accumulate one-day Sick Leave for every 5 weeks of completed service during the first 12 months of employment.
- 6.3.5 Sick Leave cannot accumulate from one Sick Leave cycle to another Sick Leave cycle.
- 6.3.6 In the case where the employee is unable to attend work due to medical reasons, the employee will ensure that the company is notified as soon as reasonably possible
- 6.3.7 An application for Sick Leave must be supported by a certificate from a registered medical practitioner.
- 6.3.8 The employee may be required to submit medical certificates for one day absences should the absence occur on the day before or following a Public Holiday and or if a habit of one day absences is apparent.
- 6.3.9 The company may, at its discretion, require the employee to undergo medical examinations from time to time should this appear necessary or justifiable.
- 6.3.10 Sick Leave is controlled strictly and continued illnesses will be investigated in order to ensure good health for all employees.
- 6.3.11 The employee expressly agrees to submit himself /herself to alcohol and drugs tests at the company's discretion.
- 6.4 Maternity Leave
- 6.4.1 The company awards twelve weeks Maternity Leave to an expecting female employee after 6 months of continued employment with the company.
- 6.4.2 Maternity leave is apportioned as 4 weeks before the expected date of delivery and 8 weeks after the birth.
- 6.4.3 The employee will provide the company with a certificate, signed by a medical practitioner, confirming her expected date of confinement and the actual date of confinement on her return from leave.
- 6.4.4 The employer will pay the employee the remuneration payable except the basic wage.
- 6.4.5 The basic wage, or any portion thereof, as per the Social Security Act 1994, will be paid by the Social Security Commission.
- 6.5 Compassionate leave
- 6.5.1 The employee is entitled to Compassionate Leave should an immediate relative of the employee pass away or fall seriously ill.
- 6.5.2 A total of 5 working days Compassionate Leave may be taken per year, running from the 1st of January to the 31st of December of each year.
- 6.5.3 Immediate family members include biological and legally adopted children, spouse, parent, grandparent, brother, sister and father/mother-in-law of the employee.

CONTRACT OF EMPLOYMENT

- 6.5.4 The granting of Compassionate Leave is subject to the seriously ill family member- or passed away family member's details be recorded on the immediate family listing form.
- 6.5.5 The relevant leave form will be completed and approved before the employee takes his/her leave and substantiating documentation will be submitted, in support of the leave request, within one month of the employee taking his/her compassionate leave in order to avoid the number of days taken being recorded as unpaid leave.

6.6 Leave without remuneration (Unpaid leave)

- 6.6.1 Leave without remuneration may be granted when the employee's:
 - 6.6.1.1 Sick leave credits are insufficient or have been depleted;
 - 6.6.1.2 Application for sick leave cannot be reasonably substantiated;
 - 6.6.1.3 Family responsibility leave credits are insufficient or have been depleted and no vacation leave credits are available;
- 6.6.2 The employee may apply in writing to be granted leave without remuneration for an extended period not exceeding six (6) months in exceptional circumstances.
- 6.6.3 The application will be fully motivated.
- 6.6.4 The employer is not obliged to approve such an application.
- 6.6.5 If the employee is absent from duty without prior arrangement or permission, the employer may regard any period of such absence as leave without remuneration. (This does however not preclude the employer from taking disciplinary measures against the employee in terms of this contract)
- 6.6.6 Leave without remuneration will affect the accumulation of vacation leave credits on a pro-rata basis.
- 6.6.7 Leave without remuneration may affect the calculation of any bonus or reward that the employer may contemplate

- 6.7 No other leave is available.

7. Working hours & lunch

- 7.1 Normal working hours will be from **08h00 to 13h00** from Mondays to Fridays.
- 7.2 An hour lunch is granted after 5 hours of work or as per agreement between the parties.
- 7.3 Lunch breaks will be taken from **13h00 to 14h00 daily**.

8. Overtime & Nightshift allowance

- 8.1 All overtime and nightshift work will be approved by the company in advance unless it is covered by an alternative agreement which is more favorable to the employee.
- 8.2 The company will not honor any overtime worked which was not explicitly agreed to by the parties.
- 8.3 Ordinary overtime (1.5):
 - 8.3.1 The employee agree to perform duties in excess of normal working hours subject to reasonable notice being given to him/her.
 - 8.3.2 Ordinary overtime will be calculated at one and a half time the ordinary hourly rate.

CONTRACT OF EMPLOYMENT

8.3.3 The payment of ordinary overtime will however not be applicable should the parties agree to a more favourable remuneration system as compensation for hours worked in excess of ordinary working hours.

8.4 Double time:

8.4.1 The employee voluntarily agrees to perform duties on Sundays subject to reasonable notice being given to him/her.

8.4.2 Sunday overtime will be calculated at two times the ordinary hourly rate or 1.5 times the ordinary rate with equal time off during the week.

8.4.3 The payment of double time will however not be applicable should the parties agree to a more favourable remuneration system as compensation for hours worked on a Sunday.

8.5 Public Holiday Work

8.5.1 Public holidays means any public holiday referred to in, or declared under, section 1 of the Public Holidays Act, 1991 (Act 26 of 1991).

8.5.2 Employees are paid their ordinary daily rate in respect of a Public Holiday if such a day falls on a normal working day (I.e. Monday to Friday).

8.5.3 Unauthorized absenteeism on days preceding or following a Public Holiday will result in no payment for the Public Holiday.

8.5.4 The employee voluntarily agrees to perform duties on Public Holidays as and when required, subject to reasonable notice being given to him/her.

8.5.5 Work on Public Holidays will be calculated at plus one time the ordinary hourly rate if the Public Holiday falls on a normal working day.

8.5.6 Double the ordinary rate will be paid if the Public Holiday falls on a none working day or for hours work in excess of normal working hours as agreed to herein.

8.5.7 Payment for work performed on a Public Holiday will however not be applicable should the parties agree to a more favourable remuneration system as compensation for hours worked on a Public Holiday.

8.6 Nightshift allowance

8.6.1 The employee is entitled to a Night Shift allowance of 6% of the basic hourly wage for hours worked during 20:00 and 7:00.

8.6.2 The payment of this allowance will however not be applicable should the parties agree to a more favourable remuneration system as compensation for hours worked at night.

9. Company assets

9.1 Tools and Machinery

9.1.1 The employee undertakes to take appropriate care of company tools and machinery.

9.1.2 Any abuse of company tools or machinery is a mandatory offence.

9.2 Pool vehicles

9.2.1 The use of pool vehicles is restricted for the sole purpose of conducting company business.

9.2.2 The employee needs express permission to utilize pool vehicles for any private business.

9.2.3 The abuse of company vehicles is a mandatory offence.

10. Termination of employment

- 10.1 Termination of employment shall, under normal circumstances, be subject to one or more of the following stipulations:
- 10.1.1 During the first three months of employment, one week written notice by either party.
 - 10.1.2 After one year or more of employment, one calendar month written notice by either party. Notice will be given in writing on or before the 1st day of a calendar month.
 - 10.1.3 The company shall have the right to pay the employee in lieu of notice.
- 10.2 The Company will be entitled to terminate the employment of the Employee other than the termination referred to in paragraph 10.1. above on, but not limited to, the following conditions:
- 10.2.1 In terms of the disciplinary code (Failure to comply with the disciplinary rules and regulations or the policies and procedures of the company as amended from time to time.);
 - 10.2.2 For justifiable and / or persistent breach of employment duties due to incapacity or poor performance;
 - 10.2.3 Abscondment;
 - 10.2.4 Failure to disclose relevant material information pertinent to the job requirements, or does so incorrectly, intentionally, vaguely or falsely in regulation to his / her employment application;
 - 10.2.5 Guilty of any other conduct which will justify dismissal at common law.

11. Trade secrets/confidentiality

- 11.1 The employee undertakes, without prejudice to any general duty of confidentiality, not to disclose during the continuance of this contract or afterwards, any of the trade secrets of the employer or any information which is confidential to the employer's business.
- 11.2 Trade secrets include the following:
- 11.2.1 Logistic techniques,
 - 11.2.2 Proposal contents,
 - 11.2.3 Client contacts, etc.
- 11.3 The employee further undertakes immediately after the termination of his/her services to hand over to the employer all documentation and data in his/her possession belonging to the employer, whether in hard copy, contained on computer disc or any other recording medium, including documents made by him/her in the course of his/her employment.
- 11.4 The aforementioned implies that any copy, abstract, or any précis of any document belonging to the employer made by the employee or any other person shall itself belong to the employer.
- 11.5 The employee will not be liable to the employer for information divulged in terms of legislation or a court order compelling him/her to do so.

12. Restraint of trade

- 12.1 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

CONTRACT OF EMPLOYMENT

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.

- 12.2 Paragraph 12.1 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 with the company.
- 12.3 This limitation of trade is restricted to the nature of the employer's business, products and services.
- 12.4 This limitation can be waived should both parties so agree.

13. Exclusive service

- 13.1 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.
- 13.2 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 declaring same and obtaining the explicit written consent of the employer to continue with such activity or association.

14. Policies, grievance and disciplinary procedure

- 14.1 The employee will be subject to the company's disciplinary procedure, code of conduct and policies as determined and amended from time to time.
- 14.2 The Disciplinary Procedure and Code of Conduct are annexed hereto as Annexure B, and forms part of this contract.
- 14.3 Grievances or problems can be raised through the stipulated internal communication channels.

15. Deduction of Debts

- 15.1 Any official debt, in favour of the company, may be recovered from the employee's final remuneration if no alternative arrangement has been made. No loans or advances on salary payments will be allowed.

16. Security

- 16.1 The employee expressly agrees to submit his / her person and personal belongings to a search by any person designated by the company, whenever the company deems it necessary.
- 16.2 In addition, the employee expressly agrees to be subject to surveillance and polygraph examinations whenever the company deems it necessary.
- 16.3 The employee will be under a company obligation to report to the company any dishonest or fraudulent acts witnessed by himself / herself in the course of his / her duties for the company.

CONTRACT OF EMPLOYMENT

17. General

- 17.1 This employee contract and any exhibit attached constitute the sole and entire agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged express provision not contained herein.
- 17.2 No agreement varying, adding to, deleting from or canceling this agreement and no waiver of any right under this agreement shall be effective unless it is:
 - 17.2.1 In writing
 - 17.2.2 Agreed to by both parties
 - 17.2.3 Signed by both parties
- 17.3 No relaxation by a party of any of its rights in terms of this agreement at any time shall prejudice or be a waiver of its rights (unless it is a written waiver) and it shall be entitled to exercise its rights hereafter as if such relaxation had not taken place.
- 17.4 No party may cede any of its rights or delegate or assign any of its obligations in terms of this employee contract without the prior written consent of the other party.
- 17.5 Unless inconsistent with the context, words signifying any one gender shall include the others, words signifying the singular shall include the plural and vice versa and words signifying natural persons shall include artificial persons and vice versa.
- 17.6 If any clause or term of this agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this agreement shall be deemed to be severable there from and shall continue in full force and effect unless such invalidity, unenforceability or illegality goes to the root of this agreement.
- 17.7 The employee warrants that the representations made regarding his/her competence, qualifications and experience when applying for the position, are true and correct and acknowledge that such representations have been relied upon in good faith by the company to appoint him/her in this agreed to position
- 17.8 By signing below, the employee certifies under the penalty of perjury that the name and address given is the employee's legal name, address and identification number.
- 17.9 This agreement will be initialed on all pages and duly signed on the bottom of the last page in order to be official.
- 17.10 This contract supersedes all previous contracts/agreements, written or verbal, entered into between the parties.
- 17.11 Both parties agree that there are no outstanding claims and/or issues between the parties at the time when this agreement is signed.
- 17.12 The employee acknowledges that he / she has read this employee contract in its entirety, fully understands all clauses and is signing this contract under his / her free will.

Thus done and signed at on this, the day of 2009.

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Employer

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Employee

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Witness

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Witness