

UBUNYE STAFFING SOLUTIONS INDEMNITY AND CONDITIONS OF SERVICE:

By ticking and accepting the terms and conditions box, you, hereafter referred to as “I”, agree to be temporarily employed by Ubunye Staffing Solutions.

I agree to the temporary employment by Ubunye Staffing Solutions of my own accord.

I agree to be responsible for my own actions, to accept full responsibility and accountability for my actions for the duration of the event and while remaining on the premises of the event.

I enter these premises where the event is being held, and remain thereon, at my own accord and at my own risk.

I agree to abide to the rules of the premises for the duration of the event.

I agree to remain at the premises for the duration of the event and carry out the instructions given to me by Ubunye Staffing Solutions Management and supervisors as will be verbally communicated to me in providing chaperoning, child-minding and/or any other ad-hoc services for Ubunye Staffing Solutions at the event.

I agree to promote the Ubunye Staffing Solutions brand favourably and respectably by being professional, non-prejudice, courteous, polite, good-humoured and amicable to the proprietors of these premises, the organisers of this event and any entity or person acting on their behalf, and especially to the public/patrons attending the event for the duration of the event.

I agree that I will not hold Ubunye Staffing Solutions, the proprietors of these premises, the organisers of this event and any entity or person acting on their behalf, (including any client, employee or agent or associate of Ubunye Staffing Solutions, the proprietor, organiser or other entity or party) liable for any loss, damage, injury or death arising out of negligence on the part of any person/entity.

I accept that termination of employment for any reason, will result in me forfeiting my wages in its entirety.

I agree to be honest and trustworthy and consent to random searches at any time during or after the event.

I agree that I will not hold on my person, distribute, transport or use any of the following items that are not allowed at the event/on these premises:

- Any illegal drugs
- Knives, firearms, weapons of any nature, or fireworks
- Glass bottles or containers or other heavy and/or sharp objects , which could potentially be used as projectiles (excluding sunglasses, binoculars and spectacles)
- Any item intended to distribute, hawk, sell, offer, expose for sale or display for marketing or promotional purposes
- Any dangerous goods and any other items deemed by Ubunye Staffing Solutions management or its clients to be dangerous or capable of causing a public nuisance

I understand that failure to comply with any of the aforementioned terms and conditions could result in immediate termination without compensation and legal or criminal charges.

RESTRAINT OF TRADE

1. In the course of individual or entity registering (“employee”) duties and performance of services with Ubunye Staffing Solutions (“company”), the employee:

1.1 will acquire knowledge of the business of the company, and information regarding

its financial affairs, contractual rights and obligations, potential and actual relations with customers, suppliers and staff, business systems, projections, strategies, budgets, intellectual property, and other necessary information;

1.2 shall have access to the names of the customers that the company and its suppliers do business with; and

1.3 shall generally have the opportunity of learning and acquiring the trade secrets, business connections and other confidential information pertaining to the company and its suppliers.

2. By the employee’s ticking and accepting the terms and conditions box hereto, s/he undertakes that for a period of 100 year/s from the date that his/her employment is terminated with the company, the employee shall not directly or indirectly at any place in the Republic of South Africa (alternatively, in the region of Gauteng, Kwazulu Natal, or Western Cape) whether for his/her own account or as a principal, employee, agent, partner, representative, shareholder, consultant, advisor, or in any other similar capacity whatsoever in relation to any person, syndicate, partnership, joint venture, corporation or company, and whether for the employee’s direct or indirect benefit or otherwise, and whether for reward or otherwise, and whether formally or otherwise:

2.1 be interested in or concerned in any business which is directly or indirectly in competition with the business of the company or its suppliers;

2.2 canvass, solicit, interfere with or entice away an employee, agent or any person who is a customer and/or supplier of the company, nor shall you attempt to do so. A supplier is defined in terms of the Consumer Protection Act 68 of 2008; or

2.3 supply or make available to any person, any material, service or information that forms part of the business of the company.

3. This restraint must be attached to the contract of employment between the company and employee as an annexure, and will be considered to form part of the terms contained in the contract of employment.

4. By the employee’s ticking and accepting the terms and conditions hereto, s/he acknowledges and agrees that each undertaking given or restraint imposed in terms of this contract is reasonable in its duration, area and scope of operation, and is necessary for the protection of the proprietary interests of the company, its suppliers and its customers.

5. Each of the undertakings in this restraint is severable from each other, and may entirely or partially be enforced.

