

## EMPLOMENT CONTRACT

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### EMPLOYMENT CONTRACT CONCLUDED BETWEEN:

PROPDIRECT (PTY) LTD

AND

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“THE EMPLOYEE”

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## TERMS OF CONTRACT

### 1. EMPLOYMENT

- 1.1. The employee is employed as an INTERN ESTATE AGENT as defined in terms of the regulations pursuant to the Estate Agency Affairs Act or any amendments thereof.
- 1.2. The employee shall make every endeavour to complete such qualification as may be required by the EAAB in order to become a full status agent, in the least amount of time and the employee shall for such period, operate under the control and supervision of a qualified agent, principal or attorney as may be required by law.
- 1.3. Should the employee not achieve the requisite qualification and become a full status agent within a period of 18 months from the date of commencement of this agreement, or should the employee not actively engage or participate in the learning programme to become qualified and as stipulated by the EAAB, the services of the employee may be terminated with immediate effect.

## 2. TRAINING AND ONBOARDING

Upon joining PROPDIRECT, independent contractors / agents / intern agents / employees must participate in PROPDIRECT'S compulsory three-week onboarding programme before operating (list/sell/rent etc) under the PROPDIRECT brand.

***This onboarding period will include (but not be limited to):***

- Three Sessions of Real Estate Training
- Training On All Systems/Software
- Onboarding Process (Including registration with the EAAB, set up of profiles and tools etc.)

## 3. SERVICES RENDERED BY PROPDIRECT

PROPDIRECT shall provide the following services and support:

- Administrative support which shall include listing properties on all portals, such as Property24, Private Property and the PROPDIRECT website, without limiting the generality thereof
- Training
- Dispute resolution and legal support
- Events and team building
- Compliance with EAAB regulations and registrations

## 4. OBLIGATIONS OF THE EMPLOYEE

### 4.1. THE EMPLOYEE SHALL

- 4.1.1. Procure listings, sales and rentals through his or her own efforts.
- 4.1.2. Be responsible for basic admin tasks with respect to his or her listings and sales, such as communication with clients and following up on mandates, and such tasks as may be assigned to him/her from time to time.

- 4.1.3. Actively engage and make use of all platforms such as CMA, PayProp and other systems, to procure and promote his or her own listings, and to promote the PROPDIRECT brand.
  - 4.1.4. Comply with PROPDIRECT company policies, Code of Conduct and Protocols.
  - 4.1.5. Immediately advise PROPDIRECT of any offers to purchase/rent upon receipt of such offer(s) and upload onto the PROPDIRECT CRM system (BASE) for further processing by Admin and for sign-off.
  - 4.1.6. Make every effort to procure the appointment of one of the panel Conveyancers of PROPDIRECT in accordance with the Exclusive Mandate and Conveyancer's Undertaking.
- 4.2. The employee may sell and list in any area and shall not, for the duration of this agreement, be employed by any other agency in any capacity, nor shall such employee conclude any contracts, mandates or commission arrangements other than through PROPDIRECT.
  - 4.3. Upon termination of this agreement, the employee shall return all confidential information and company documents, and all listings shall remain with PROPDIRECT for the duration of each mandate.
  - 4.4. Any sales or rentals concluded in respect of any mandate secured during the currency of this agreement, or within a period of **one month** after termination of this agreement, shall be deemed to be a PROPDIRECT sale or rental and any commission earned in respect of any such sales or rentals (whether or not concluded prior to, or within a period of one month after termination of this agreement, through PROPDIRECT, privately or through another agency) shall be regarded as income generated pursuant to such mandate, regardless of the actual date of expiry of such mandate and regardless of the agency through which such agreement may have been concluded. Such commissions shall be offset against any pipeline commission.
  - 4.5. The employee shall at all times conduct him or herself in a manner befitting the company and the Real Estate profession and adhere to all laws and more particularly the Estate Agency Affairs Act and the Code of Conduct thereto.

- 4.6. The employee shall not in any manner profess to bind PROPDIRECT in any manner other than in accordance with company rules, signed mandates and this agreement, without limiting the generality thereof.
- 4.7. The employee shall at all times, treat fellow agents and management with respect and due regard to ensure an open and transparent communication.

## 5. COMMISSION

### 5.1. SALES:

5.1.1. **Basic commission: (For the first three months of employment):**  
50% to the employee, and 50% to PROPDIRECT.

5.1.2. **Bonus Commission – Sales Target:**

In the event that the employee has met a Sales Target of **R250 000** gross commission (excl VAT) within a quarterly cycle, then in such event a further **10%** commission shall become payable, ie a total commission of **60%**.

Such Bonus Commission shall be computed in respect of all transactions that have become conclusive during any quarterly cycle, and shall be paid within a period of 7 days after completion of each cycle. This shall only apply once the employee has completed the probationary period of three months referred to in point B of the PREAMBLE.

**‘Quarter’** is defined as follows and shall run accordingly:

- 1<sup>st</sup> of January to the 31<sup>st</sup> of March
- 1st of April to the 30<sup>th</sup> of June
- 1 July to 30 September
- 1 October to 31 December.

- 5.1.3.** A **conclusive sale** shall be regarded as a sale agreement where all the suspensive conditions have been fulfilled and the purchase price secured by means of a cash deposit, bank guarantee or undertaking from a conveyancer, within the relevant quarter, regardless of the actual date of transfer.
- 5.1.4.** Where commission is shared with another Agency/PROPDIRECT agent, the same commission splits shall apply in respect of the employee's share of such commission.
- 5.1.5. Bonus Commission** as set out in Clause 5.1.2 where sales targets have been met, shall be computed at the end of each quarter in respect of conclusive sales, and payment shall be made accordingly against registration of transfer.
- 5.1.6. Commission shall be paid out within three business days of receipt thereof.**

## **5.2. RENTALS:**

During the **probationary period**, rental commissions shall be calculated as follows:

A 50/50 split on all procurement and managed rentals

## **6. BREACH**

Should the employee commit any breach of this agreement, then in such event, PROPDIRECT shall, without prejudice to any other remedy it may have in law, retain any pipeline commission until such time that any damages that PROPDIRECT may have suffered by virtue of such breach have been computed and off-set against any commissions that may be or may become due and payable to the Independent Contractor.

## **7. NO VARIATION AND NO INDULGENCE**

No amendment hereof or consensual cancellation hereof shall be valid and binding unless reduced to writing and signed by both parties and the parties record that this is the sole recordal of their agreement.

Any indulgence made shall not be construed as a waiver of any of the rights of PROPDIRECT unless such provision has been embodied in a document signed by both parties.

## 8. TERMINATION

8.1 This agreement may be terminated upon written notice by either party (subject to the provisions of the Basic Conditions of Employment Act after the probationary period).

8.2 Upon termination of this agreement after the three month probationary period, but within a period of 18 months of date hereof, the Employee shall refund PropDirect the cost of training and on-boarding, in the sum of R15 000, and which sum shall be a first charge against any outstanding commissions.

Dated and signed at \_\_\_\_\_ on the \_\_\_\_ of \_\_\_\_\_ 2021

\_\_\_\_\_  
Karien Hunter

on behalf of PropDirect (Pty) Ltd

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Employee