

**ADDENDUM TO EMPLOYMENT CONTRACT**

**ENTERED INTO BETWEEN**

**TRILINK DYNAMICS CC  
(Hereinafter referred as “the company”)**

**AND**

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**(Hereinafter referred to as “the employee”)**

This addendum sets out the amendments to the employee’s terms and conditions of employment with the company.

**1. ADDENDUM**

- 1.1 This agreement serves as an addendum to the original employment contract between the employee and the company (hereinafter referred to as “the parties”).
- 1.2 The parties have agreed to amend the terms of the original contract of employment and wish to record the amendments herein.
- 1.3 The parties agree that this addendum serves only as an addendum to the contract of employment and does not delete and / or amend any of the original clauses of the contract of employment or previous addendums, save for the agreed changes herein.
- 1.4 This agreement is entered into by the employee and of his/her own accord. It is recorded that the employee was not in any manner forced or coerced to conclude this agreement.
- 1.5 The effective date of this agreement is the 1<sup>st</sup> of August 2023.

## **2. AMENDMENTS**

- 2.1. The employee agrees that it is an essential requirement for his job to own/have access to a smart cell phone that is able to download and store any Company mandated time and attendance or live-tracking Application or system. Since the employee does not perform his/her duties at head office, the employee needs to report for duty/clock in and out by making use of a system or application to monitor their attendance at work.
- 2.2. The employee agrees that they will have access to a smart cell phone containing any Company mandated time and attendance or live-tracking Application or system during work hours and that the phone will be switched on and in a working condition during work hours. If the employee does not have access to a smart cell phone containing the Company mandated time and attendance or live-tracking Application or system during work hours and is therefore unable to clock in and out, then the employee will be in breach of his/her employment contract, which can result in the possible termination of the employee's employment.
- 2.3. The Company mandated time and attendance or live-tracking Application or system can only function if the employee's cell phone service provider is Telkom, MTN, Vodacom or Cell C. The employee agrees that his/her service provider are one of the providers listed in this clause or that the employee will purchase a sim card of one of these providers to ensure that the Company mandated time and attendance, or live-tracking Application or system can be downloaded and that that it can function sufficiently.
- 2.4. If an employee does not use the Company mandated application or system to clock in and out, then the company will only pay the employee for the actual work hours, if any, recorded on the Company mandated time and attendance or live-tracking Application or system by the employee.

**3. GENERAL**

3.1. The parties further agree that no amendments or alterations to this addendum shall be of any force or effect unless reduced to writing and signed by both parties.

3.2. The employee acknowledges that he/she has read and understood this addendum and undertakes to be bound by all the terms and conditions contained herein.

I \_\_\_\_\_ hereby acknowledge receipt of this ADDENDUM to my original contract of employment and confirm that I agree with and understand the contents of this agreement / addendum.

**Thus done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.**

**As Witness:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**TRILINK DYNAMICS CC**

**Thus done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.**

**As Witness:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**INSERT EMPLOYEE NAME**