



STANDARD ASSIGNEE **AGREEMENT**

SURNAME: _____

NAME/S: _____

ADDRESS: _____

_____ CODE: _____

TELEPHONE: _____

1. I hereby agree to work as a temporary Assignee for the Tower Group (Pty) Ltd in the capacity of _____ and undertake to abide by the terms and conditions of this STANDARD ASSIGNEE AGREEMENT as well as the terms and conditions and policies as contained in the Assignee Handbook.
2. I hereby agree to abide by the terms and conditions as specified for each and every assignment and, where applicable, such terms to be confirmed to me in writing at the commencement of each assignment.
3. The period of any assignment will be as specified on each and every assignment and will be confirmed in writing at the commencement of each assignment. I will have no expectations, reasonable or otherwise, of the extension or renewal of the period unless I am notified of an extension in writing by the Tower Group.
4. By affixing my signature to this agreement, I confirm that I have been furnished with copies of, and have read and understand the documents as referred to in 4.1 to 4.5 below, which are subject to amendments from time to time. I further irrevocable undertake to abide by the stipulated terms and conditions contained in these documents and policies, namely:
 - 4.1 Conditions applicable to temporary assignment/s;
 - 4.2 Information on benefits and pay rates;
 - 4.3 Annual, Sick, Maternity and Family Responsibility Leave provisions;

- 4.4 Grievance procedures;
 - 4.5 Disciplinary procedures
5. I shall furnish time sheets to the Tower Group in accordance with the provisions and conditions applicable to Assignees.
6. I acknowledge the following:
- 6.1 That the Tower Group, whilst it will use its best endeavours to ensure that I am gainfully assigned in accordance with my skill and experience, will be under no obligation to provide me with an assignment at any particular time or for any particular duration, and will be entitled to terminate this agreement by giving notice in accordance with relevant legislation.

I specifically accept that my assignment may be terminated at the request of any client of the Tower Group's to whom it may be assigned, which notice period will be in line with the notice period agreed to in such an assignment agreement between the Tower Group and their client, but not less favourable than stipulated in the relevant legislation applicable to that industry.
 - 6.2 That the Tower Group will select an Assignee for a specific assignment within their sole and absolute discretion from the Tower Group accredited Assignees.
7. I acknowledge that by virtue of the nature of the assignment(s) offered by the Tower Group I shall acquire no rights against the Tower Group in respect of any severance pay at the expiry or early termination of an assignment.
8. I shall be obliged to give the Tower Group notice of termination of service in accordance with relevant legislation except where a longer notice period is agreed to in writing i.e. as per the Basic Conditions of Employment Act "One week if the employee has been employed for four weeks or less. Between four weeks and one year the notice period is two weeks and after the completion of one year's service the notice period is four weeks."
9. I hereby agree that for a period of twelve (12) months after termination of any assignment with any client of the Tower Group I shall not be entitled to take up any part-time or permanent employment directly or indirectly with that client or any associate company unless authorised by the Tower Group in writing. A certificate signed by the director of the Tower Group shall be **prima facie** proof of such changes. In the event of my breaching this clause, I acknowledge that this restraint is reasonable in regard to time and extent and is essential for the protection of the Tower Group.
10. I shall at no time bind the Tower Group in relation to any assignment or other terms and conditions and undertake to refer any amendments as to the arrangement between Tower Group and their client to the Tower Group, since I have not authority of whatsoever nature, to enter into any arrangement on behalf of the Tower Group.

11. The Tower Group shall be entitled to deduct from any amount due to me in respect of remuneration or monies from any other source whatsoever all sums due by me to the Tower Group for whatsoever reason as regulated by the Basic Conditions of Employment Act.
12. I accept that any relaxation or indulgence granted to me by the Tower Group in respect of this agreement shall not be construed as a waiver or remuneration on the Tower Group of any of its rights and shall further not be construed as a novation of my rights.
13. We are entering into this employment contract with yourself based on the information you have provided relating, inter alia, to your skills, abilities, qualifications and job related personal details. Should such information prove to be materially incorrect, we reserve the right to withdraw from this agreement or to take any steps necessary in protecting our rights.
14. This agreement, read together with the conditions applicable to assignees, grievance procedure and disciplinary procedure constitutes the whole agreement between the Tower Group and myself. No warranties, alterations, variations or cancellations of such agreement shall be valid unless reduced to writing and signed by me and an authorised official of the Tower Group.
15. I undertake not to divulge to any party directly or indirectly and in any manner whatsoever any confidential information which I may obtain in the course of any assignment with any client of the Tower Group or the Tower Group itself (including information obtained as to the business affairs, the trade secrets or the technical methods or processes of such client) unless such client has expressly consented in writing to such information being divulged or unless I am obliged by law so to divulge it.

SIGNED AT (place)

ON THISDAY OF(month).....(year)

ASSIGNEE:

.....
ASSIGNEE NAME (please print)

.....
SIGNATURE

FOR TOWER GROUP (PTY) LTD:

.....
NAME (please print)

.....
SIGNATURE