



# INTRADINGR

IntradingR PTY Ltd T/A IntradingR  
(RegNo: 2015/311263/07)  
Rene' Rogers • Cell: +27-81-869-0808  
Email: [marketing@intradingr.com](mailto:marketing@intradingr.com)  
Website: [www.intradingr.com](http://www.intradingr.com)

## Contract of Sales Rep

**Sales Rep Name** :  
**ID Number** :  
(A copy of ID must be attached)  
**Cell Number** :  
**Email Address** :  
**Physical Address** :  
**Bank Details** :  
**Date** :

"Sales Rep Name" is hired purely as a "Sales Rep" on commission basis only. He does not work directly for the company or has any links to the company. All payments for work done will be paid via EFT directly to a bank account.  
**Invoices must be supplied by the Sales Rep for these amounts.**  
Any work to be done by Sales Rep at any client will be paid for the respective work done.

This will be paid only once client has paid and job is finished totally.

## Commissions

All Commissions of clients brought in by Sales Rep will be at the following percentages.

- On all Websites and Marketing Only the commissions will be:-
  - o 1 – 14 Sales = 15% of the total Excluding
  - o 15+ Sales = 20% of the total Excluding

**Our Offices are located at:-**  
Langebaan, Cape Province

## EMPLOYEE / SUB-CONTRACTOR NON-DISCLOSURE AGREEMENT

FOR GOOD CONSIDERATION, and in consideration of being employed or doing work on sub-contractor basis by IntradingR – Rene Rogers or any Subsidiary (Company), the undersigned employee/sub-contractor hereby agrees and acknowledges:

1. That during the course of my employ there may be disclosed to me certain trade secrets of the Company; said trade secrets consisting but not necessarily limited to:

(a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.

(b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.

I accept the above and the full terms and conditions list (which is available on the website at [www.intradingr.com](http://www.intradingr.com))

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Rene Rogers

\_\_\_\_\_  
Sales Rep Signature

2. I agree that I shall not during, or at any time after the termination of my employment with the Company, use for myself or others, or disclose or divulge to others including future employees, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.

3. That upon the termination of my employment from the Company:

(a) I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employ. I further agree that I shall not retain copies, notes or abstracts of the foregoing.

(b) The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

(c) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

## **EMPLOYEE / SUB-CONTRACTOR NON-COMPETE AGREEMENT**

This Employee / Sub-Contractor Non-Compete Agreement (the "Agreement") is made and effective this Contract date.

**BETWEEN:** IntradingR – Rene Rogers **and Subsidiaries** (the "Company"), a corporation organized and existing under the laws of South Africa, with its head office located at: Langebaan, Cape Province.

**AND:** "Sales Rep Name" (the "Employee"), an individual with his main address at: "Sales Rep Physical Address".

### **1. COVENANT NOT TO COMPETE**

For good consideration and as an inducement for Company to employ Employee, if such employment is terminated for any cause, employee shall not, for a period of TWO (2) years after leaving the employment, engage directly or indirectly, either personally or as an employee, associate partner, partner, manager, agent, or otherwise, or by means of any corporate or other device, in the Work as per IntradingR – Rene Rogers and Subsidiaries business within South Africa [if appropriate, add: nor shall employee for such period and in such localities solicit orders, directly or indirectly, from any customers of Company, or from any customers of its successor, for such products as are sold by Company or its successor, either for (himself or herself) or as an employee of any person, firm, or corporation].

### **2. DEFINITION OF THE TERMS**

The term "not compete" as used herein shall mean that the Employee shall not own, manage, operate, consult or to be employed in a business substantially similar to, or competitive with, the present business of the Company or such other business activity in which the Company may substantially engage during the term of employment.

Competition means owning or working for a business of the following type: IT, Electronic, Electrical, Food Industry.

### **3. TRADE SECRETS**

The Employee acknowledges that the Company shall or may in reliance of this agreement provide Employee access to trade secrets, customers and other confidential data and good will. Employee agrees to retain said information as confidential and not to use said information on his or her on behalf or disclose same to any third party.

The Employee will take necessary actions to keep the Company's business secrets, including but not limited to customer, supplier, logistical, financial, research and development information, confidential and not to disclose the Company's business secrets to any third party during and after the term of the Employee's employment.

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Date

\_\_\_\_\_  
Rene Rogers

\_\_\_\_\_  
Sales Rep Signature

#### 4. SPECIFIC ACCOUNT NON-COMPETITION CLAUSE

On the termination of the Employee's employment with the Company for any reason, the Employee will not solicit any customer of the Company that was a customer of the Company during the course of the Employee's employment with the Company, whether or not still a customer of the Company and whether or not knowledge of the customer is considered confidential information, or in any way aid and assist any other person to solicit any such customer for a period of Two (2) Years from the date of termination of the Employee's employment.

#### 5. INDEMNIFICATION

Employee agrees to pay liquidated damages in the amount of "determined by court of law" for any violation of the covenant not to compete contained in this Agreement.

#### 6. BINDING AGREEMENT

If any part of these promises is void for any reason, the undersigned accepts that it may be severed without affecting the validity or enforceability of the balance of the promises.

This non-compete agreement shall extend only for South Africa and shall be in full force and effect for Two (2) years, commencing with the date of employment termination.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

### 5.7.3 Independent contractors agreement

#### Independent service agreement

Between

[INTRADINGR – Rene Rogers](#)

(hereinafter referred to as "The Company")

and

[SALES REP NAME HERE • ID No. SALES REP ID HERE \(As per the details above on Page 1\)](#)

(hereinafter referred to as "The Consultant")

**Whereas** The Company conducts business as a contract house and seeks and makes available to other persons, having specialised knowledge and skills, opportunities to perform agreed prescribed services as independent contractors;

**And whereas** The Consultant is an independent contractor carrying on business as a supplier of services in the field of [Sales and Marketing](#) .The Contractor has agreed to render the services specified in Annexure A hereto to The Company (or to the Client referred to herein on behalf of The Company) in terms of this Agreement.

**Now therefore it is agreed:**

#### 1. Definitions

1.1 "Commencement date" means [the date above of the signed contract by both parties.](#)

1.2 "The Company" means [INTRADINGR – Rene Rogers](#) or any of its successors in title or associated organisations, trading divisions or subsidiaries.

1.3 "Client" means the person referred to as such in Annexure A hereto, and/or, if consistent with the context in which it is used in this Agreement, any person to whom The Company has given a quotation for the supply of the Prescribed Services or to whom The Company has introduced The Consultant with a view to concluding an agreement for the supply of the Prescribed Services.

1.4 "Nature of services" shall mean the prescribed services The Consultant shall provide to The Company in the capacity and form of [Sales and Marketing](#)

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Date

\_\_\_\_\_  
Rene Rogers

\_\_\_\_\_  
Sales Rep Signature

## 2. Warranty and duration

- 2.1 The Consultant warrants that he has the ability, skill and experience to render the Prescribed Services properly and to perform all related functions.
- 2.2 This Agreement shall commence on the date set out in Annexure A hereto and shall continue for the period set out therein unless it is terminated prior thereto in accordance with the Termination clause herein.

## 3. Companies and close corporations

If The Consultant is a juristic person the Prescribed Services shall be rendered in person by the authorised representative whose name appears in Annexure A hereto, who, by his signature hereto, shall also be bound by the terms of this Agreement.

## 4. Duties of The Consultant

As a consultant of The Company, The Consultant shall in terms of this agreement:

- 4.1 render the Prescribed Services with due skill and proper care, maintaining the highest professional standard at all times;
- 4.2 perform the Prescribed Services at the Client's premises or other locations as are agreed to between himself and the Client, which agreement shall not be unreasonably withheld;
- 4.3 while on the Client's premises adhere to such standard health and safety and security measures as may reasonably be required by the Client;
- 4.4 while rendering the prescribed services, maintain professional standards of conduct in relation to the representatives and employees of the Client with whom he has contact;
- 4.5 during the currency of this Agreement, accept only such other assignments as will not impede his ability or conflict with his obligation to render the Prescribed Services within the time period specified in Annexure A hereto;
- 4.6 refrain from any action which may prejudice or be adverse to the business interests of any Client or The Company;
- 4.7 not, for a period of 12 (twelve) months from the date on which The Consultant was introduced to the Client by The Company, or the last date on which The Consultant rendered the Prescribed Services to the Client, whichever is the later, regardless of any cancellation of this Agreement, and whether for reward or not, directly or indirectly, render to the Client services of the same or similar nature to the Prescribed Services or similar to the services supplied by The Company or furnish any information or advice (whether written or oral) to the Client or use any other means or take any other action which is directly or indirectly designed, or in the ordinary course of events calculated, to result in such Client terminating its association with The Company or accepting the rendering of the aforementioned services from any person other than The Company, or attempt to do so;
- 4.8 in the event that The Consultant is requested to render services to the Client other than in terms of an agreement between him and The Company, to advise The Company of that request and take such steps as may be necessary to procure that the services be rendered to the Client in terms of an agreement with The Company. If The Consultant fails to notify The Company of such a request, he shall be liable to The Company for such loss as it may suffer as a result thereof, including, but not limited to, the payment of any placement fee which may have been payable had The Consultant been placed in the employment of the Client by The Company;
- 4.9 submit to the Directors or principals of the Client or any person nominated by them such information and reports as may be reasonably required of him in connection with the rendering of any Prescribed Services in terms hereof and Annexure A hereto;
- 4.10 on completion of the Prescribed Services and on cancellation of this Agreement for whatever reason, return to the Client all reports, manuals, research papers, letters and/or other documents or information stored

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Date

\_\_\_\_\_  
Rene Rogers

\_\_\_\_\_  
Sales Rep Signature

electronically or remotely or in any other form and all copies thereof which were created, compiled or brought into being by The Consultant or came into his possession during the course of the rendering by him of the Prescribed Services;

- 4.11 have means of transport available to provide for his own transport;
- 4.12 ensure that at all times he has access to such facilities and equipment as he may require for the purpose of rendering the Prescribed Services;
- 4.13 be solely responsible for the administration of his own business affairs;
- 4.14 not accept any fee or gift from the Client without the written permission of the Company;
- 4.15 warrant that he will comply with all laws, by-laws and regulations, and to obtain whatever permits and licenses necessary to fulfil his obligations in terms of this Agreement;
- 4.16 be liable to the Client for any loss that the Client may suffer as a result of any theft, fraud, and breach of confidentiality or other criminal act of The Consultant;
- 4.17 be required to sign a "Confidentiality and non-disclosure contract" between the Client and The Consultant if so required by the Client;
- 4.18 be required to complete time sheets which must be signed and accepted by the Client. The time sheets must accurately record work duration and activities;
- 4.19 work hours acceptable to The Company or to the Client, in line with accepted business practices;
- 4.20 adhere to specific delivery times to that of the Client and ensure that his performance will meet the specifications/requirements of the Client;
- 4.21 adhere to the terms and conditions of contracts entered into between The Company and its clients and/or customers;
- 4.22 be responsible for obtaining whatever permits and licenses are necessary to enable The Consultant to carry out The Consultant's obligations under this Agreement.

## **5. Confidentiality**

- 5.1 The Consultant is required to keep confidential and not to disclose any of The Company's trade secrets, confidential documentation, technical know-how and data, drawings, systems, chemical formulae, methods, software, processes, client lists, programmes, marketing and/or financial information to any person other than to persons employed and/or authorised by The Company or associated company (where applicable) who are required to know such secrets or information for the purpose of their employment and/or association with The Company, both during the continuance of his/her employment hereunder or thereafter.
- 5.2 The Company and The Consultant hereby acknowledge that the confidential information represents a substantial monetary value to the company.
- 5.3 The Consultant shall adhere to the above obligation not to disclose any confidential information to any undertaking, firm, company or person with which the company may at any time be in technical competition, co-operation or association.
- 5.4 The Consultant acknowledges that the aforesaid obligation shall remain in force indefinitely and notwithstanding termination of this contract for any reason whatsoever.

## **6. Inventions, discoveries and copyright**

- 6.1 The Consultant shall, if and when required by the Client, apply or join the Client at the Client's expense in applying for Letters Patent or other equivalent protection in the Republic of South Africa or in any other part of the world for any discovery, invention, process or improvement made in the course and scope of rendering the Prescribed Services and shall at the Client's expense execute all instruments and do all things necessary for the

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Date

\_\_\_\_\_  
Rene Rogers

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Sales Rep Signature

vesting of the said Letters Patent or other equivalent intellectual property right protection in the name of the Client as sole beneficial owner or in the name of such other persons as the Client may nominate. No additional consideration shall be payable to The Consultant either by the Client or The Company in respect of such transfer of intellectual property rights.

- 6.2 Insofar as may be necessary The Consultant hereby assigns to the Client the copyright (including any moral rights thereto) in all works eligible for copyright, including, without limitations, literary or artistic works or software programs of which he may be the author, which works are created or compiled, devised or brought into being by The Consultant in the course and scope of the rendering by him of the Prescribed Services to the Client in terms of this Agreement. No additional consideration shall be payable to The Consultant by either the Client or The Company in respect of such assignment of copyright.
- 6.3 The provisions of this clause 6 constitute a stipulatio alteri by The Consultant in favour of the Client capable of acceptance by the Client at any time.

## **7. Remuneration**

- 7.1 The Consultant shall be paid the amount calculated in accordance with Annexure A hereto for the rendering of the Prescribed Services on the following conditions:
- 7.1.1 The Consultant shall record all hours spent by him in rendering the Prescribed Services on a timesheet approved by The Company and countersigned by an authorised representative of the Client in confirmation of such hours.
- 7.1.2 The Consultant shall present The Company with a formal invoice for hours worked, in accordance with timesheets authorised by the Client. The timesheets shall be delivered to the Company simultaneously with the invoice referred to herein.
- 7.2 The Company does not guarantee a minimum monthly contract fee.
- 7.3 The Company will not pay The Consultant a retainer.
- 7.4 The Company shall pay to The Consultant monthly, on or before the last business day of the same calendar month, the fees set out in the invoice referred to in clause 7.1.2 above, subject to same being verified by the timesheet referred to in clause 7.1.1 above. No payment shall be due without the authorisation specified in clause 7.1.1 and presentation of invoice as specified in 7.1.2.
- 7.5 The Consultant shall be liable for any taxes or duties (and any interest and penalties in relation to any taxes or duties) which may become payable in relation to any amounts paid by The Company to The Consultant in terms hereof (including VAT, if applicable) and The Consultant hereby indemnifies The Company and holds it harmless against such liabilities.
- 7.6 The Consultant reserves the right to proceed on either planned or sick absence, at no cost to The Company, provided that, in the case of planned absence, at least two weeks' advance notice is given to The Company and such absence is agreed to by the Client. No fee shall be chargeable in respect of any absence due to illness, voluntary absence or public holidays.

## **8. Liability**

- 8.1 The Company shall not be liable for any damage arising out of injury to The Consultant suffered while such person is on any premises owned by The Company or the Client arising out of damage to or loss of any property belonging to such person on such premises or property, whether such injury or damage or loss is caused by negligence of The Company, the Client or any of their employees or agents or by any other cause. The Consultant hereby indemnifies The Company and the Client against such claim or liability.
- 8.2 The Consultant indemnifies The Company against any claims of the Receiver of Revenue, (PAYE, VAT), Workmen's Compensation Board, Regional Council Board or Unemployment Insurance Fund (UIF).

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Date

\_\_\_\_\_  
Rene Rogers

\_\_\_\_\_  
Sales Rep Signature

## **9. Acknowledgements by The Consultant**

- 9.1 The Consultant is an independent contractor and nothing in this Agreement should be construed as constituting an employment relationship between The Consultant and the Company. The Consultant acknowledges that this Agreement is not subject to any employment law or statute.
- 9.2 The Consultant acknowledges that the representatives of The Consultant are not the employees of The Company and that The Company shall have no liability in respect of any breach by The Consultant of any of the terms of any of his agreements with his representatives. The Consultant acknowledges that his relationship with his representatives in no way constitutes a temporary employment service and the provisions of Section 198 of The Labour Relations Act No. 66 of 1995 do not apply.
- 9.3 The Company is a customer of The Consultant and this Agreement does not constitute and shall not be deemed to create a principle/agent relationship or joint venture or partnership between The Company and The Consultant.

## **10. Termination**

- 10.1 Subject to clauses 10.2 and 10.3 hereof, should either party commit any breach of his obligations in terms hereof and fail to remedy that breach within 7 (seven) days after receipt of written notice to do so, whether sent by post, delivered by hand or sent by fax (subject to proof of delivery), the other party shall be entitled to terminate this Agreement.
- 10.2 The Company shall be entitled to cancel this Agreement with immediate effect in the event that the Client cancels its agreement with The Company for the supply by it of the Prescribed Services by The Consultant and in such event The Company will have no further obligation to The Consultant.
- 10.3 In the event of The Company not receiving payment from the Client on due date, The Company reserves the right to withdraw The Consultant from the Client without further notice. In the event of such non-payment taking place, The Company reserves to itself the right to cancel this Agreement immediately and in such event The Company will have no further obligation to The Consultant.

## **11. Cession and assignment**

The Consultant shall not cede any of his rights nor assign any of his obligations hereunder without the prior written consent of The Company.

## **12. Authority to represent the company**

Notwithstanding anything to the contrary contained herein, The Consultant acknowledges that he has no authority whatsoever to represent The Company in any capacity whatsoever. In particular, but without limiting the generality of the foregoing, The Consultant shall not be entitled to conclude any contracts on behalf of The Company nor to sign any document on behalf of The Company.

## **13. Indulgence**

No relaxation or indulgence granted by The Company to The Consultant shall be deemed to be a waiver of any of The Company's rights in terms hereof nor shall any relaxation or indulgence be deemed to be a notation of any of the terms and conditions of this Agreement.

## **14. Entire contract**

This document, together with Annexure A supersedes all prior agreements between The Company and The Consultant and constitutes the entire agreement between the parties hereto and no agreement at variance with the terms and conditions of this Agreement shall be of any force or effect unless in writing and signed by The Company and The Consultant.

## **15. Domicilium**

The parties hereto choose domicilium citandi et executandi for all notices and processes to be given and served in pursuance hereof at their respective addresses as detailed in Annexure A. Any notice of change in such

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Date

\_\_\_\_\_  
Rene Rogers

\_\_\_\_\_  
Sales Rep Signature

addresses shall be given in writing by the party concerned and delivered by hand or sent by registered mail or fax to the other party and upon notification of which the address so notified will serve as the new domicilium citandi et executandi as aforesaid.

**16. Warranty of authority**

If The Consultant is not a natural person, the persons who sign this Agreement on its behalf bind themselves jointly and severally as sureties and co-principal debtors in solidum for the performance by The Consultant of his obligations in terms of this Agreement.

**17. Governing law**

This Agreement shall be governed by the laws of the Republic of South Africa and the declaration of any clause or part of a clause herein as invalid shall not affect the validity of the remainder hereof.

**Addendum "A"**

If a sales rep does not do a minimum of 1 sale per week, and they don't send in their weekly progress report, and submit their commissions report form to the office by the 24<sup>th</sup> of each month then their contract will be terminated with immediate effect.

All sales reps must see at least 5 clients a week minimum and close at least 1 sale per week minimum.

Remember that targets are 1-14 in the first category and 15+ in the second category.

Also note that ideas and recommendations are noted and will be implemented if deemed to be of benefit to the company.

Also remember that all Sales Reps "must at all times" maintain a high level of professionalism with the clients.

If a client asks at any point about something and you are not sure, please contact either of us to advise accordingly.

Never say "NO" outright to a client, rather say "We will confirm or find out for you..."

Thus done and executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_.

For and on behalf of The Company / The Consultant who by signature hereof warrants his authority to so sign.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Langebaan, Cape Province on the date indicated below.

**COMPANY**

**EMPLOYEE / SUB CONTRACTOR**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature (Sales Rep)

\_\_\_\_\_  
\_IntradingR – Rene Rogers  
Print Name and Title

\_\_\_\_\_  
"Sales Rep Name"  
Print Name and Title

\_\_\_\_\_  
Date

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Rene Rogers

\_\_\_\_\_  
Sales Rep Signature