**Employment Agreement**

This Employment Agreement ("Agreement") is entered into on [**Date**], between **Coach Recruit**, hereinafter referred to as the "Company", and **[Employee's Full Name]**, hereinafter referred to as the "Employee".

**1. Definitions**

In this Agreement:

"Associated Company" refers to any entity controlled by or controlling the Company, including subsidiaries and affiliates.

"Confidential Information" encompasses proprietary information related to the Company's business affairs, including but not limited to trade secrets, business strategies, financial data, and client information.

"Intellectual Property Rights" include copyrights, patents, trademarks, trade secrets, and any other intellectual property owned or licensed by the Company.

"Net Profit" refers to the Company's net earnings after deducting expenses and taxes.

"Profit Share" denotes the portion of profits distributed to the Employee as per the terms of this Agreement.

**2. Commencement of Employment**

The employment of the Employee with the Company shall commence on **[Start Date].**

**3. Probationary Period**

The Employee's initial employment period shall be a probationary period lasting **12 weeks**, subject to extension at the Company's discretion. During this period, the Company reserves the right to assess the Employee's performance and suitability for continued employment. At any time during or at the end of your probationary period your employment may be terminated.

**4. Duties and Capacity**

4.1 The Employee is hired as a **Recruitment Resource** by the Company and shall perform the duties assigned by the Company.

4.2 The Employee agrees to carry out their duties diligently and efficiently, and to undertake additional responsibilities as reasonably requested by the Company.

4.3 The Employee shall act in the best interests of the Company and any Associated Companies, complying with the directives of their manager and keeping their manager informed of their activities.

4.4 The Employee shall devote their full attention, skills, and efforts to the affairs of the Company and any Associated Companies during working hours.

4.5 Upon finding alternative employment, the Employee shall provide the Company with **2 weeks' notice**, failing which the Company reserves the right to withhold commissions.

**5. Salary**

The Employee shall receive a monthly salary of **10,000 Rands**, payable on the **15th and last working day of each month.**

**6. Hours of Work**

The Employee's working hours shall be as follows:

UK Campaign: 12 PM to 9 PM, Monday to Friday.

US Campaign: 9 AM to 6 PM Pacific Time, Monday to Friday.

**7. Place of Work**

The Employee shall work **remotely** under a **self-employed agreement**, ensuring a conducive and professional work environment conducive to communication with candidates.

**8. Holidays**

The Employee shall provide at **least 1 month's notice** of any planned holiday dates and shall coordinate with their manager to ensure minimal disruption to work responsibilities.

**9. Notification of Absence and Sick Pay**

The Employee shall promptly inform the Company in the event of absence due to illness or other unforeseen circumstances, and shall adhere to the Company's sick pay policy.

**10. Termination and Notice Period**

10.1 The Company reserves the right to terminate the employment of the Employee at any time without notice for serious breaches of their obligations or incapacity to perform their duties or not meeting targets.

10.2 The Employee may be dismissed for failure to meet performance targets or for other justifiable reasons as determined by the Company.

**11. Expenses**

The Company shall reimburse the Employee for all reasonable and necessary expenses incurred in the performance of their duties, subject to the submission of appropriate receipts and documentation.

**12. Disciplinary, Dismissal, and Grievance Procedures**

The Company shall follow its established disciplinary, dismissal, and grievance procedures in addressing any issues or concerns regarding the Employee's conduct or performance.

**13. Confidential Information**

13.1 The Employee shall maintain the confidentiality of all Confidential Information both during and after the term of their employment with the Company. The Employee shall not, directly or indirectly, use, disclose, or permit the unauthorized disclosure of any Confidential Information, except as required in the course of performing their duties or as authorized by the Company.

13.2 "Confidential Information" includes, but is not limited to, proprietary information, trade secrets, client lists, business strategies, financial information, and any other information disclosed by the Company that is not generally known to the public.

13.3 The obligations of confidentiality set forth in this Agreement shall cease to apply to any information that enters the public domain through no fault of the Employee or that the Employee is legally required to disclose, provided that the Employee promptly notifies the Company of any such disclosure.

13.4 The Employee acknowledges that all documents, records, and materials containing or relating to Confidential Information are and shall remain the property of the Company. Upon the termination of their employment, the Employee shall promptly return all such materials to the Company or, at the Company's direction, destroy or delete them.

13.5 The Employee agrees that the obligations of confidentiality set forth in this Agreement are reasonable and necessary to protect the legitimate business interests of the Company, and that such obligations shall survive the termination of their employment.

13.6 Nothing in this Agreement shall prevent the Employee from making a disclosure of Confidential Information to the extent required by applicable law or regulation, provided that the Employee gives prior notice to the Company and cooperates with the Company to the extent reasonably necessary to protect the confidentiality of the information.

**14. Reasonableness of Restrictions**

The Employee acknowledges that the post-termination restrictions set forth in this Agreement, including but not limited to non-compete and non-solicitation provisions, are reasonable and necessary to protect the legitimate business interests of the Company and its Associated Companies. The Employee further agrees to comply with such restrictions both during and after the termination of their employment with the Company.

**15. Restrictions During Employment**

15.1 During the term of their employment with the Company, the Employee shall not, without the prior written consent of the Company:

Engage in any activities that directly compete with the business of the Company or its Associated Companies.

Solicit or induce any employee, client, customer, or supplier of the Company to terminate or reduce their business relationship with the Company.

15.2 The Employee shall not, during the term of their employment with the Company, engage in any conduct that would constitute a breach of the post-termination restrictions set forth in this Agreement.

**16. Assignment of Intellectual Property Rights**

16.1 For the purposes of this clause “Intellectual Property Rights” shall mean all copyrights, patents, utility models, trademarks, rights in designs, database rights, semiconductor topography rights, goodwill, in each case whether registered or unregistered or the subject of a pending application for registration, all legal rights protecting the confidentiality of any information or materials and all other rights of a similar nature anywhere in the world in any work created by you during your employment and relating to the Company or any Associated Company.

16.2 You acknowledge that the Company is the sole owner of any and all Intellectual Property Rights and insofar as any of the Intellectual Property Rights are not vested in the Company and in consideration of the remuneration payable to you under the terms of this Agreement you assign to the Company with full title guarantee the entire copyright (including future copyright) and all other rights and interests of whatsoever nature in and to the Intellectual Property Rights and relating to the business of the Company or any Associated Company together with the right to take proceedings and recover damages and obtain all other remedies for past infringements in respect thereof throughout the Universe for the full period of copyright (and of any analogous rights) and all revivals, renewals, extensions and novation thereof and thereafter (so far as possible) in perpetuity together with the right to exploit the same in any manner and through any media as the Company shall in its absolute discretion decide.

16.3 You hereby transfer to the Company all relevant lending and rental rights arising out of the Intellectual Property Rights throughout the world and you irrevocably and unconditionally confirm that the remuneration payable to you under the terms of this Agreement includes equitable remuneration for the right to exploit all rental rights.

16.4 You unconditionally and irrevocably waive all moral rights conferred by the Copyright Designs and Patents Act 1988 and all other moral and author’s rights of a similar nature under the laws of any other jurisdiction.

**17. Data Protection**

The Company may collect, use, and transfer Employee data as necessary for employment purposes, in compliance with data protection legislation.

**18. Changes to Terms of Employment**

The Company reserves the right to make reasonable changes to the Employee's terms and conditions of employment, with written notification provided within one month of the change.

## **19. Previous Arrangements**

This Agreement constitutes the entire agreement and supersedes any previous agreement, arrangement or understanding (whether oral or written), between the parties relating to its subject matter except to the extent that the same is repeated in this Agreement.

**20. Contract (Rights of Third Parties Act 1999)**

The provisions of this Agreement do not confer any rights on third parties.

**21. English Law**

This Agreement shall be governed by English law, and the parties submit to the exclusive jurisdiction of the English courts.

The Employee acknowledges having read, understood, and accepted the terms and conditions of employment as stated herein.