

# Cilo Cybin.

HOLDINGS

## CONTRACT OF EMPLOYMENT

MADE AND ENTERED INTO BY AND BETWEEN:

CILO CYBIN HOLDINGS LIMITED

Herein represented by "Ezrael Theron" in his capacity as Chief Executive Officer of Cilo Cybin Holdings Limited and hereinafter referred to as the "EMPLOYER".

AND

Mr HB Aucamp, (ID 500725109085) with address at:

67 Fourth Street, Linden

Hereinafter referred to as the "EMPLOYEE"

### WHEREBY THE PARTIES AGREE AS FOLLOWS:

#### 1. APPOINTMENT

- 1.1. The EMPLOYEE, who hereby accepts the appointment and is appointed as the Chief Financial Officer ("CFO") and Executive Director for the EMPLOYER.

#### 2. DURATION

- 2.1. The agreement will become effective from 23 February 2022 and it will continue for an indefinite period until it has been cancelled in terms hereof.
- 2.2. The EMPLOYEE's appointment is subject to a 2 (two) month's probationary period during which period the EMPLOYER may terminate the services of the EMPLOYEE for any fair reason. One week's written notice of termination of service to the EMPLOYEE, prior to end of the probationary period will be given.
- 2.3. Substantive and procedural fairness will entail that the EMPLOYEE will be given the opportunity to state his case in response to the allegations being raised against him and to a final decision from the EMPLOYER



### 3. THE EMPLOYEE'S DUTIES & RESPONSIBILITIES

3.1. The core responsibility of the EMPLOYEE with overall management and performance of the company's financial CEO will oversee and account for the financial treasury, supply chain management and risk management of the company as well as provide strategic leadership in all matters falling within the CFO function including ISE Listing Requirements applicable from time to time.

3.2. Amongst other matters, the Chief Financial Officer shall during his tenure

- be responsible for all duties associated with his employment in the position he has been appointed to as well as any other duties that might be assigned to him from time to time or that are related to his duties;
- supervising the compilation and preparation of financial statements and reports;
- develop and review Finance policies for input from the CEO and approval by the Board thereof;
- manage the implementation of Finance policies;
- manage the administration of the organisation's bank accounts and the preparation and implementation of the budget;
- execute and control the budgetary process;
- ensure that budget projections, expenses and revenue forecasts are updated and that the CEO is timeously informed of possible unauthorised expenditure by comparing regularly internal financial management reports against budget;
- prepare the Board report for inclusion in the Annual Financial Statements;
- prepare financial report for inclusion in the Annual report;
- manage the procurement of goods and services in accordance with policy;
- ensure that the recommendations of internal and external audit are implemented and adhered to and elimination of existing audit queries;
- supervising cash management activities and executing capital-raising strategies to support operations or expansion;
- perform all his duties in a professional manner and to the best of his ability;
- submit to the Board such information as may reasonably be required from the Executive from time to time in connection with the business of the Company and to prepare or have prepared such report(s) in such form as may be required from the Company with regard to such business;
- use his best endeavours to promote, develop and protect the interests, reputation and goodwill of the Company; and — devote the whole of his working time, attention and abilities to the discharge of his duties in terms of this Agreement.

3.3. You will report directly to **Gabriel Theron**



#### 4. WORKPLACE

4.1. Principally, the EMPLOYEE will execute his duties at the following offices:

1. The Office of the SECRETARY

4.2. The EMPLOYER may require the EMPLOYEE to execute his duties at such a place or places, be it on the premises of the EMPLOYER. Such a requirement will be given according to the EMPLOYEE's

#### 5. WORKING HOURS

5.1. Working hours will be from 08H00 until 17H00 on weekdays. It will be expected from the EMPLOYEE to manage his own time as the scope of work may also require that the EMPLOYEE travels to obtain required inputs on weekends, before or after office hours.

5.2. The EMPLOYER will however not expect of the employee to work more than 45 hours normal hours of work per week.

5.3. The EMPLOYEE will be entitled to a meal interval of Sixty continuous minutes. Interruptions will normally not be permitted however operational circumstances may justify an interruption whereupon equivalent time off will be given.

#### 6. BAG CHECKS AND SEARCHES


6.1. Daily bag checks and searches will be performed for each EMPLOYEE leaving the premises.

#### 7. REMUNERATION AND EXPENSES

The EMPLOYEE will be entitled to the following remuneration from the date of listing as a Special Purpose Acquisition Company (SPAC) on the Johannesburg Stock Exchange (JSE):

7.1. A monthly gross salary of R166 666 payable by the EMPLOYER by or on the end of every month which includes any director's remuneration for Board meetings or other committee meetings.

7.2. The EMPLOYER shall reimburse the EMPLOYEE in respect of reasonable business expenses (including business travel, telephone and accommodation expenses) incurred in the course of performing his duties and obligations with the Company.



## 8. LEAVE

### 8.1. ANNUAL LEAVE

- 8.1.1. The EMPLOYEE shall be entitled to 5 (five) working days' paid annual leave per completed month of service.
- 8.1.2. The paid leave shall be granted by the EMPLOYER as from a date determined by him at any time during the 12 months cycle but not later than six months after the completion of a 12 month period.
- 8.1.3. Upon termination of the EMPLOYEE's employment the EMPLOYER shall pay to the EMPLOYEE his full remuneration in respect of any leave which accrued, but not granted to him before the date of termination of employment.
- 8.1.4. A total number of 5 (five) days leave may be carried over to the next leave cycle of the following year. Leave not taken exceeding 5 (five) days will be forfeited.

### 8.2. SICK LEAVE

- 8.2.1. The EMPLOYEE will be entitled to 30 working days' paid sick leave during a 36 month cycle, provided that within the first six months of this contract, the employee will not be entitled to more than 1 day's paid sick leave per completed month of service.
- 8.2.2. During the first six months of continuous employment, the EMPLOYEE will be entitled to one day paid sick leave for every twenty-six days work.
- 8.2.3. The EMPLOYEE will provide the EMPLOYER with a medical certificate when applying for sick leave. The medical certificate must be issued and signed by a medical practitioner or person who is certified to diagnose and treat patients and who is registered with a professional council.

### 8.3. PATERNITY LEAVE

- 8.3.1. The EMPLOYEE is entitled to unpaid paternity leave for a maximum period of 10 consecutive days when his child is born or unless otherwise agreed upon or on a date as recommended by a medical practitioner to support his wife.
- 8.3.2. The EMPLOYEE will inform the EMPLOYER at least 4 weeks before he intends taking paternity leave, of such dates.



#### 8.4. FAMILY RESPONSIBILITY LEAVE

8.4.1. The EMPLOYER will grant the EMPLOYEE during each annual leave cycle at the request of the EMPLOYEE three (3) days paid leave on which the EMPLOYEE is entitled to take when:

- The EMPLOYEE is on his own;
- When the EMPLOYEE's child is sick; or
- In the event of death of the EMPLOYEE's spouse, parent, grand parent, child, adopted child or grandchild, brother or sister.

8.4.2. The EMPLOYEE may take family responsibility leave in respect of the whole or part of a day and the EMPLOYER may require a reasonable proof of the reasons for which the leave is required.

#### 9. PUBLIC HOLIDAYS

9.1. The EMPLOYEE is entitled to such public holidays on full pay as are determined by law.

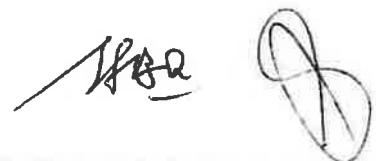
#### 10. TERMINATION

10.1. This agreement may be terminated by either party by giving a two – month's written notice provided that such notice must be given on the 1<sup>st</sup> day of the particular month.

10.2. The period of notice shall not be given during the EMPLOYEE's absence on leave as determined herein.

10.3. Any theft or other serious misconduct will result in immediate termination and further legal action by Cilo Cybin Holdings Limited

10.4. Any deviation in Standard Procedure when handling S4 or S6 substances will result in immediate dismissal. No S4 or S6 substances in terms of plant material, dried or processed material, leaves, the whole plant or any piece of the plant are allowed to be taken, put in pockets, thrown away in an incorrect manner or taken for recreational use. This will result in immediate dismissal and criminal complaint laid with the South African Police service.



## 11. RETIREMENT AND MEDICAL FUNDING

11.1 As part of this Agreement you are required to take out a policy or investment to provide for retirement and also medical cover with a Medical Aid Fund.

11.2 You are not to contribute both out of your salary and on a separate basis.

## 12. CONFIDENTIALITY

12.1 This Employment Contract contains proprietary and confidential information. You will not be permitted to disclose any information contained herein with other staff members or personnel.

12.2 Cilo Cybin Holdings Limited entrusts the EMPLOYEE with information, data and Intellectual Property and the EMPLOYEE will not be allowed to disclose any data, information or Intellectual Property obtained at Cilo Cybin Pharmaceutical or Cilo Cybin Holdings Limited to any other party or person not involved at Cilo Cybin Holdings Limited.

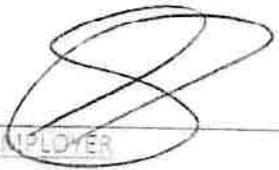
12.3 The EMPLOYEE will not be permitted to perform additional services whether it be consulting or alternative approaches that is in conflict of interest at Cilo Cybin Pharmaceutical or Cilo Cybin Holdings Limited.


## 13. CERTIFICATE OF SERVICE

13.1 On termination of employment an EMPLOYEE is entitled to a Certificate of Service, the particulars whereof are detailed in the Basic Conditions of the Employment Act.

Handwritten signature and initials in black ink, located in the bottom right corner of the page.

THIS DONE AND SIGNED at Centurion  
On this 20 day of June 2022

  
EMPLOYER

  
EMPLOYEE

As Witnesses:

1. Charter.
2. Adriest

**BY ACCEPTANCE OF THIS DOCUMENT, THE RECIPIENT AGREES TO BE BOUND BY THE CLAUSES SET OUT HEREIN.**