SA RUGBY

SOUTH AFRICAN RUGBY

INDUSTRY COLLECTIVE AGREEMENT

The South African Rugby Industry Collective Agreement

Between

South African Rugby Employers' Organisation

("SAREO")

on behalf of its members, being

Blue Bulls Company (Pty) Ltd ('Blue Bulls')

Lions Rugby Company (Pty) Ltd ('Lions')

Free State Cheetahs (Pty) Ltd ('Cheetahs')

The Sharks (Pty) Ltd ('Sharks')

Stormers Rugby (Pty) Ltd ('Stormers')

(hereinafter referred to as "the International Franchises")

and

Griqualand West Rugby (Pty) Ltd ('Griquas')

Mpumalanga Rugby (Pty) (Ltd) ('Pumas')

("hereinafter referred to as "the Domestic Franchises")

and

Boland Rugby (Pty) Ltd ('Boland')

Border Rugby Union ('Border')

Eastern Province Rugby Union ('EPRU')

Valke Commercial (Pty) Ltd ('Valke')

Griffons Rugby (Pty) Ltd ('Griffons')

Leopards Rugby (Pty) Ltd ('Leopards')

South Western Districts Rugby Football Union ('SWD')

("hereinafter referred to as "the Non-Franchises")

("International Franchises, Domestic Franchises and Non-Franchises

are hereinafter collectively referred to as "the Provinces")

and

MyPlayers Industrial Association

('MyPlayers')

And

South African Rugby Union

('SARU')

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SECTION ONE - GENERAL

1 INTRODUCTION

This Agreement regulates the relationship between the Contracted Players and their employers (the Provinces or SARU). It is important for the interpretation of this Agreement that the reader understands the distinctions drawn between the different types and categories of Players, the different categories of Provinces by which the Players may be employed, the limitations imposed on Provinces in respect of the number of Contracted Players they may employ in each category, and generally how these different categories of Contracted Players are dealt with as regards the employment relationship between the Contracted Players and the Provinces or SARU.

For this reason, the categories of Players and Provinces and the types of contracts that may be concluded between them, are dealt with first by way of introduction.

1.1 This Agreement recognises two main categories of Players, namely:

1.1.1 "**Club Player**" means a Player registered with a rugby Club anywhere in South Africa, who is not a Contracted Player, and who may play for a Province or SARU on an *ad hoc* basis provided that he enters into a Club Player Contract (schedule 8) with the Province or SARU; and

1.1.2 "**Contracted Player**" means a Player contracted to play rugby for SARU or for a Province in terms of the Player Contracts provided for in schedules 1 to 9.

1.2 Contracted Players are subdivided into the following categories:

1.2.1 "**National Player**" means a Player with a SARU Player Contract to play rugby for SARU;

1.2.2 "**PONI**" means a Player of National Interest with a PONI Player Contract to play rugby for a Province to which SARU is making a financial contribution in respect of such Player's remuneration as set out in schedule 3 (more than one PONI shall be referred to as PONIs) and in respect of whom SARU enjoys certain rights;

1.2.3 "**Foreign Based Player**" means a Player that has been selected to play rugby for SARU on an *ad hoc* basis for a National Team but who is contracted to play rugby for an overseas rugby body;

1.2.4 "**Provincial Player**" means a Contracted Player with a Provincial Player Contract or Club Player Contract to play rugby for a Province as set out in schedules 4 to 8;

1.2.5 "**Semi-Professional Player**" means a Contracted Player who:

1.2.5.1 is expressly contracted as a Semi-Professional Player under a Semi-Professional Player Contract as contemplated in schedule 5; and

1.2.5.2 whose Player Contract permits him to be engaged in work or study on a full-time basis.

1.2.6 "**Development Player**" means a Contracted Player who:

1.2.6.1 is eligible to play in the Development Competitions; and

1.2.6.2 is expressly contracted as a Development Player under a Development Player Contract as contemplated in schedule 6.[1]

1.3 Other references to types of Players:

This Agreement employs other terms that refer to Contracted Players and that relate to certain characteristics of the Contracted Player's relationship with a Province and/or SARU. These terms are not intended to expand the principal six categories of Contracted Players (namely National-, PONIs, Foreign-, Provincial-, Semi-Professional- and

[1] SARU and MyPlayers have agreed that the age limit for Development Players in the women's game shall be 25 (twenty-five) years as opposed to 23 (twenty-three) years in the men's game. This differentiation is justified by the developmental status of the women's game in South Africa, including its predominantly semi-professional and amateur structure as well as the comparatively limited number of competitive playing opportunities available. The extended age threshold is intended to facilitate the continued development, retention, and progression of women players within the high-performance pathway.

Development Players), but are intended to refer to specific characteristics of the existing categories. The following term is used in this Agreement:

1.3.1 "**Loan Player**" means a Player who is lent by a Province or an overseas rugby club to which he is contracted ("the Lending Province") or SARU to another Province ("the Borrowing Province") or SARU (not *vice versa*) in terms of a "Loan Agreement" entered into between the Lending Province or SARU and the Borrowing Province or SARU.

2 OTHER IMPORTANT TERMS AND DEFINITIONS

In this Agreement, and in the agreements attached hereto as schedules, unless inconsistent with or otherwise indicated by the context or unless specifically otherwise defined in the schedules, the following words and expressions shall, wherever they appear in this Agreement, bear the following meanings:

(Definitions apply to the singular and plural forms of each term defined.)

2.1 **"the Act"** means the Labour Relations Act No. 66 of 1995, as amended from time to time;

2.2 **"the / this Agreement"** or "**the SARICA**" means this Agreement and all schedules referred to herein or attached hereto from time to time;

2.3 **"Annual Leave"** means the annual period of leave granted to a Player in terms of clause 64 below where the Player is free from any team assembly or obligations and "Off-season" shall have a corresponding meaning.[2]

2.4 **"Apparel"** means a playing jersey, -shorts, -socks, or any of the Province's or SARU's formal or informal wear but excludes "Footwear";

2.5 **"Appearance"** means, in respect of a Contracted Player, a Commercial Appearance or a Non-Commercial Appearance;

[2] Players can be given training schedules during the Annual Leave/Off-season period, but these are to be followed at the time and place of the Player's choice and cannot be monitored.

2.6 **"Appointed Financial Advisor"** means the financial advisor appointed and contracted by MyPlayers or a subsidiary or associate company of MyPlayers, and who will be employed either by MyPlayers or by one of these subsidiaries or associated companies, or who will function as a sub-contractor thereof;

2.7 **"Business Day"** means any day other than a Saturday, Sunday or gazetted national public holiday in South Africa;

2.8 **"Catastrophic Injury"** means an injury, illness or condition of a Contracted Player that will wholly and continuously prevent the Player from participating in any and every occupation and where no recovery is foreseeable;

2.9 **"Catastrophic Injury Amount"** means either of the following:

2.9.1 Three times the Salary of a Contracted Player who was contracted prior to 1 January 2017, subject to a maximum amount of R12 000 000.00 (Twelve Million Rands);

2.9.2 Three times the Salary of a Contracted Player who was contracted on or after 1 January 2017, subject to a minimum amount of R1 000 000.00 (One Million Rands) and a maximum amount of R6 000 000.00 (Six Million Rands);

2.9.3 Three times the amount stipulated in clause 53.2 times twelve in respect of a Club Player who has signed a Club Player Contract with a Province, subject to a maximum amount of R6 000 000.00 (six million rands);

2.9.4 Three times the amount stipulated in clause 53.3 times twelve in respect of a National Player who has signed a Sevens National Player Contract (Schedule 1) or a Women's National Player Contract (Schedule 2) with SARU, subject to a maximum amount of R6 000 000.00 (six million rands);

2.10 **"CEO"** means Chief Executive Officer of a Province and/or SARU;

2.11 **"Club(s)"** means any rugby club in South Africa that is registered with and/or duly affiliated to a Province that is a Member of SARU.

2.12 **"Commencement Date"** means 1 January 2026;

2.13 **"Commercial Appearances"** means Appearances made for the purposes of promoting the commercial interests of SARU and/or a Province or SARU and/or a Province's Broadcasters and Sponsors and will include an Appearance on a digital platform and specifically exclude Appearances that have predominantly a charitable or related purpose, or which is conducted purely for the growth and/or development of the Game, the duration of which shall not exceed 3 (three) hours per appearance;

2.14 **"Comprehensive Medical Scheme"** means a minimum medical cover with hospital benefits and GAP cover;

2.15 **"Confidential Information"** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, coaching methods, team drills, playing strategies, playing information, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party to a Player Contract discloses or provides to the other Party (intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises), or which otherwise becomes known to a Party, and which is not in the public domain;

2.16 "**Constitution**" means the constitution of SARU;

2.17 **"Contracting Cycle"** means a cycle of four Contracting Years, the first of which have commenced on 1 January 2020 and terminated on 30 June 2024 and the second of which have commenced on 1 July 2024 and shall terminate on 30 June 2028;

2.18 **"Contracting Year"** means the period from 1 July until 30 June in each year of the Contracting Cycle;

2.19 **"CPI"** means Consumer Price Index being the official measure of inflation in South Africa as published by Statistics South Africa from time to time;

2.20 **“Currie Cup Competitions”** refers to the different levels of the most prominent domestic rugby competitions played between the provincial teams of South Africa which includes:

2.20.1 **“Currie Cup Premier Division”** means the first-tier competition of the Currie Cup Competition, played between the International Franchises (which are entrenched in the Currie Cup Premier Division as determined by the general council of SARU from time to time) and the four teams ending top of the log in the SA Cup Competition or which may qualify in terms of the criteria which may be determined by SARU’s general council from time to time; and

2.20.2 **"Currie Cup First Division"** means the second-tier competition of the Currie Cup Competition, played between the Provinces who qualify in terms of the SARU rules and regulations and/or directives;

2.21 **“Day”** means a day of the working week, from Monday to Friday, between 8am and 5pm which is not a public holiday of the Republic of South Africa;

2.22 **“Development Competitions”** means the SA Rugby U20 Cup and the SA Rugby U23 Cup competitions sanctioned by and presented under the auspices of SARU or any similar competition sanctioned by SARU from time to time and classified as a development competition by agreement between the Members of SAREO;

2.23 **“Duties”** means the duties to be performed by the Players as more fully set out in clauses 46 to 48 of this Agreement;

2.24 **“Domestic Franchises”** means the Griqualand West Rugby (Pty) Ltd and Mpumalanga Rugby (Pty) (Ltd);

2.25 **“EPCR”** means European Professional Club Rugby comprising the European Rugby Champions Cup and the European Rugby Challenge and/or any substituting competitions;

2.26 **"Footwear"** means rugby playing boots/shoes, running shoes and cross-trainers;

2.27 **"Free-Agent Basis"** means that the Player is contracted on the basis that he may terminate his Player Contract, for whatever reason, on 14 (fourteen) days' notice to the Province;

2.28 **"Footprint Assessment Data System"** means the central database and computer software program utilised by SARU and the Provinces to capture all the Player's personal data which can be used to evaluate and measure a Player's performance against specific criteria, and which is used to provide regular feedback in respect thereof, in accordance with the Performance Review Procedure (set out in schedule 18 hereto);

2.29 **"Game"** means the game of professional rugby football played in accordance with the constitution, laws, by-laws, rules and regulations as amended from time to time of WR, SARU or any other body with similar objects, recognised by SARU;

2.30 **"GAP cover"** means an insurance product which covers the shortfall between what the doctors, surgeons, specialists, hospitals and other medical facilities and service providers charge in hospital and what the medical scheme pays out in respect of these services and facilities;

2.31 "**GPS Trackers**" refer to Global Positioning System tracking devices worn by Players during Matches and training to generate data to allow the monitoring, measurement and recording of a Player's workload, through measuring key performance metrics such as speed, distance covered, and physical exertion during Matches and training;

2.32 **"Head Coach"** means the rugby coach appointed by a Province or by SARU on behalf of a Province as the coach of any team of such a Province, or of SARU;

2.33 **"Home Ground"** means the rugby ground which is regarded or accepted as the home ground of a Province and workplace of the Contracted Player;

2.34 "**IMG's**" refers to "*Instrumented Mouthguards*", i.e., mouthguards embedded with sensors, which generate data that are used to provide insight into head acceleration event frequency and magnitude during training and match-play, which allows for improvement in managing the chronic load of a Player, and the potential to signal high-magnitude head impact incidents causing possible concussive events, warranting an off-

field assessment, serving as a complementary objective measure alongside the current methods of identification of possible head injuries;

2.35 **"Income Replacement Insurance"** means the insurance afforded to a Player in the event of a Temporary Disability or Catastrophic Injury as envisaged and provided for in terms of clause 53 hereof;

2.36 "**Individualised Rest Period**" means the Rest Period afforded to a specific Contracted Player with due consideration of the Contracted Player's personal needs, performance and Player Welfare as well as the Province's and SARU's operational requirements to enable it to be competitive;

2.37 **"International Competitions"** refers to those international competitions in which the National Teams participate in a Match or a series of Matches against a national representative team and/or combined teams of other rugby bodies or overseas clubs;

2.38 "**International Flight**" means a flight between countries where the total duration of the flight time (stopovers included) exceeds 5 (five) hours;

2.39 **"International Franchises"** means the Blue Bulls Company (Pty) Ltd, the Lions Rugby Company (Pty) Ltd, Free State Cheetahs (Pty) Ltd, The Sharks (Pty) Ltd and Stormers Rugby (Pty) Ltd;

2.40 "**International Provincial Competitions**" means the United Rugby Championship and/or the European Professional Club Rugby Competition and/or Intercontinental Rugby and/or Super Rugby or similar international provincial competitions;

2.41 **"Intercontinental Rugby"** means the annual rugby union qualifying competition organised by European Professional Club Rugby, Rugby Europe and the Federazione Italiana Rugby for entry into the European Rugby Challenge Cup;

2.42 **"Intellectual Property"** means all or any of the following, belonging to SARU or any Province or Club –

2.42.1 trademarks;

2.42.2 trade names;

2.42.3 copyright in any written material, plans, designs or other work;

2.42.4 goodwill existing now or in the future in relation to the use of the trademarks, trade names or activities; and

2.42.5 logos, trophies, mascots and/or any other designs or marks now registered or used or developed in the future in relation to SARU Competitions;

2.43 **"International Window"** means those release periods during which rugby bodies, Provinces and overseas clubs are required to make Players contracted by them available for participation in International Competitions, as provided for in WR regulation 9, and as determined by WR from time to time;

2.44 "**Joint Committee on Contracted Players' Safety and Welfare**" refers to the committee, constituted by representatives from each of the Parties, established in terms of clause 68 of this Agreement;

2.45 **"Leave Cycle"** means the period of twelve months which commenced on 1 July and each twelve-month period immediately following thereafter;

2.46 **"Loan"** refers to the subject matter of the Loan Agreement;

2.47 **"Loan Agreement"** refers to the agreement concluded between the Borrowing Province or SARU and the Lending Province or SARU in respect of a Loan Player which must be substantially in the form of Schedule 9 hereto;

2.48 **"Long-term Injury"** means a rugby injury sustained by a Player whilst under contract to a Province, from which the Player will not recover within a period of 180 (one hundred and eighty) days and which injury will prevent the Player from playing for the Province for a period exceeding 180 (one hundred and eighty) days;

2.49 **"Loyalty Player"** means a Contracted Player who has played (i) at least 50 (fifty) matches for the relevant International Franchise to which he is contracted (and

"matches" in this context shall include European Professional Club Rugby-, Intercontinental Rugby-, Super Rugby- and United Rugby Championship matches played for the International Franchises only) or (ii) who has played at least 20 (twenty) international test matches for the Springboks and/or is currently a Springbok Player i.e. has played for the Springboks within the last 12 (twelve) months;

2.50 **"Maximum Player Limit"** means the maximum number of Players that may be contracted by a Province in terms of clauses 10, 14 and 17;

2.51 **"Match"** means any rugby match played under the auspices of a Province, SARU and/or WR including, without limiting the generality of the foregoing, any other rugby match a Contracted Player may participate in from time to time as directed by his Province, or as given permission to play in by the Province, which includes any rugby match played by a Contracted Player for his Club, Province or SARU. The Contracted Player shall be deemed to have played a rugby match (to be recorded as a Match played for capping purposes and other statistical purposes unrelated to player load management or player welfare) if the Contracted Player was on the field for more than 20 (twenty) minutes of the rugby match, whether continuously or otherwise;

2.52 **"Match Day Involvement"** means any formal inclusion of a Player in the match-day squad for a Match and for purposes of clause 64 hereof, it requires a Player to take the field for at least 1 (one) minute of play.

2.53 **"Match Fee"** means Remuneration paid to a Player on a 'per match' basis for participation in a Match;

2.54 **"Member"** means a Player who is a member of MyPlayers;

2.55 **"Monitoring Committee"** refers to the monitoring committee appointed by the Parties and, which will monitor Total Annual Spend and conduct any other supervisory functions that may be entrusted to it under this Agreement;

2.56 **"Monthly Salary"** means one twelfth of a Contracted Player's Salary;

2.57 **"MyPlayers"** means MyPlayers Industrial Association;

2.58 **“National Remuneration"** refers to such amount as SARU is required to pay to a National Player whether in the form of a Salary, a daily fee, a Match Fee, or a win bonus and all other amounts as agreed to from time to time in the relevant Remuneration Agreement between MyPlayers and SARU;

2.59 **“National Salary”** means a National Player’s annual fixed remuneration earned from practicing his occupation with SARU;

2.60 **“National Team”** means any team selected to represent South Africa at an international level, including but not limited to the Springboks, the Springboks Women, SA A-team, SA Under 20 team or SA Sevens team or the SA Women Sevens team;

2.61 **“National Team Management"** means the management team appointed by SARU to coach and manage the National Team;

2.62 **“National Team Squad"** means the group of Players selected by the National Team Selection Committee and from which the National Team shall be selected for the purposes of representing South Africa;

2.63 **“National Team Selection Committee”** means selection committee of the National Team as prescribed by the SARU constitution;

2.64 **“Negotiations Window”** means the final twelve months of the term of the Contracted Player’s Player Contract with his Province or SARU;

2.65 **“Nominated Comprehensive Medical Schemes”** means the medical schemes nominated by the Appointed Financial Advisor annually offering a minimum medical cover with hospital benefits and GAP cover;

2.66 **“Non-Commercial Appearance”** means an Appearance that is not a Commercial Appearance, and which is made solely for charity or related purposes;

2.67 **“Non-Contact Week”** means a continuous period of 7 (seven) consecutive days during which the Player is completely free from all contact-related rugby exposures;

2.68 **“Non-Franchises”** means Boland Rugby (Pty) Ltd, Border Rugby Union, Eastern Province Rugby Union, Valke Commercial (Pty) Ltd, Griffons (Pty) Ltd, Leopards (Pty) Ltd, and South-Western Districts Rugby Football Union;

2.69 **"Once-Off Invitational Matches"** refers to Matches in which Players are invited to represent the Barbarians or other invitational teams or are invited to play against so-called ‘World Teams’ or Matches of a similar nature;

2.70 **“Parent”** includes a biological parent, adoptive parent, or commissioning parent in terms of a valid surrogacy agreement as contemplated in the Children’s Act 38 of 2005;

2.71 **“Parental Leave”** means the statutory parental leave contemplated in the Basic Conditions of Employment Act, as interpreted and expanded pursuant to the Constitutional Court judgment in *Van Wyk & Others v Minister of Employment and Labour; Commission for Gender Equality and Another v Minister of Employment and Labour and Others [2025] ZACC 20; 2025 (CC) (3 October 2025),* and any subsequent legislative amendment;

2.72 **“Parties”** means SARU, SAREO and MyPlayers;

2.72.1 **“Pension Fund”** means the Pension Fund established by MyPlayers for its Members;

2.73 **“Performance Review Procedure”** refers to the procedure set out in Schedule 18;

2.74 **“Period of Secondment”** means the period during the International Window during which PONIs, Provincial Players, Semi-Professional Players or Development Players are released by the Provinces with which they are contracted to temporarily render their rugby playing services to SARU, and fall under the authority and control of SARU for the purpose of participating in International Competitions and to train for such International Competitions and participate in other national team-building activities, which Period of Secondment commences on the date that SARU notifies a Province in writing that a Contracted Player must be made available in terms of regulation 9 of WR or such other extended period as agreed to, for selection to play in the International Competitions and terminating on the date that SARU’s participation in such International Competitions ends, or such other date as SARU may stipulate in the aforementioned notification;

2.75 **“Permanent Exclusion”** means any medical condition or injury for which a Contracted Player will not be covered;

2.76 **“Player”** means a person who plays rugby;

2.77 **“Player Attributes”** means in respect of a Player, the rights which such Player owns and enjoys in respect of his attributes including, without limitation, the right to the use of his name, nickname, image, likeness, signature, voice, and biographical information or any expression of a Player’s personality in the public domain;

2.78 **“Players’ Collective Commercial Rights”** means the use of the Player Attributes in a Team Context and Appearances by Contracted Players in a Team Context;

2.79 **“Player Contract”** refers to the standard contract of employment entered into between a Player and SARU or a Province as set-out in Schedules 1 to 9 read with the standard Disciplinary Code and Procedures (Schedule 15), the standard Grievance Procedure and Form (schedules 16 and 17) and the standard Performance Review Procedure (schedule 18);

2.80 “**Player Welfare**” means the protection and well-being of rugby players, both physically and mentally;

2.81 **“Players Trust”** means the South African Professional Rugby Players Trust with Registration Number IT2666/2009 established for the purpose of dealing collectively with Player Commercial Rights, the South African Sevens Rugby Team Trust with Registration Number IT 3493/2009 and the South African Women’s Professional Rugby Players Trust with Registration Number IT20179/2014;

2.82 **“PONI Contract”** means the ‘Player of National Interest Remuneration and Development Agreement’ entered into between SARU and the Province regulating the optimum development and payment of PONIs and the release of PONIs for inclusion in a National Team Squad;

2.83 **“PONI Subsidy”** means the subsidy paid by SARU to the Province in relation to a PONI;

2.84 **"Premier Club"** refers to a top-tier Club in a Province;

2.85 **"Premium Reserved Seating"** means reserved seats located in the grandstand of a Province's Home Ground in a position in between the 22 (twenty-two) meter mark on either side of the halfway mark of the playing field;

2.86 **"Primary Recovery Period"** means the medically required post-birth recovery period applicable to a Player who has given birth;

2.87 **"Professional Competitions"** means European Professional Club Rugby, United Rugby Championship, Intercontinental Rugby, and the Currie Cup Competitions or any similar competition sanctioned by SARU and classified as a Professional Competition by agreement between the Members of SARU from time to time;

2.88 **"Promotional Activity"** means an activity undertaken by the Sponsors of the Province or SARU, individually or jointly, to market and promote (a) a National or Provincial team and (b) the association of the Sponsor's products, brands or services with one of SARU's or the Province's teams;

2.89 **"Province"** means a provincial union and its commercial company or other entity which conducts the commercial activities of and is responsible for professional rugby of the provincial union and comprises the "International Franchises", "Domestic Franchises" or "Non-Franchises";

2.90 **"Provincial Contract"** means the contract entered into between the Contracted Player and a Province in respect of his rugby playing services rendered to the Province in respect of Professional Competitions and Development Competitions;

2.91 **"Remuneration Agreement"** refers to those agreements concluded between SARU and MyPlayers from time to time, regulating the remuneration payable by SARU to each category of Player in each National Team, the current versions of which are attached hereto as schedules 10 to 14;

2.92 **"Remuneration"** means any payment or benefit, whether in money or in kind, paid or payable, directly or indirectly, to or for the benefit of a Contracted Player in respect of his rugby playing services, and includes, without limitation, Salary, bonuses, commissions, incentives and performance-related payments, allowances, leave pay, etc. or any other

amount or benefit contemplated in terms of the Income Tax Act 58 of 1962, the Basic Conditions of Employment Act 75 of 1997, or any applicable labour legislation;[3]

2.93 "**Rest Period(s)**" means an accumulated non-contact period as set out in clause 64 below, which accumulated period includes Annual Leave/Off-season and Non-contact Weeks, pre-season, injury breaks, bye weeks, Parental Leave and travel periods[4] in accordance with the World Rugby Player Load Guidelines;[5]

2.94 "**Season**" means the period from 1 July of one year to 30 June of the next year;

2.95 **"Salary"** means a Contracted Player's annual fixed regular monetary amount i.e. the Player's basic or guaranteed cash compensation earned from practicing his occupation as a rugby player with the Province and/or SARU;

2.96 **"SAREO"** means the South African Rugby Employers Organisation, an Employers' Organisation duly registered under the Act, and any of its successors in title, consisting of the Provinces;

2.97 **"SARU"** means the South African Rugby Union, an incorporated association of persons with perpetual succession and juristic personality, the national controlling body and custodian of rugby in South Africa;

2.98 **"SANZAAR"** means the joint venture between Argentina, SARU, the New Zealand Rugby Football Union Incorporated and the Australian Rugby Football Union Limited;

2.99 **"SARU Competitions"** means any Development Competitions, Professional Competitions, Matches and/or series of Matches conducted by or in conjunction with or under the auspices and/or sanction of SARU, including without limiting the generality of

[3] For the avoidance of doubt, remuneration constitutes the total cost to company or total earnings package, irrespective of how such amounts are structured or described.

[4] For the avoidance of doubt, any day or days on which a team of a Province or SARU travels (air or road) for purposes of participating in a match(es) or official team activity shall be deemed to form part of the applicable rest period, provided that no contact training or other contact-related activities are undertaken on such day or days.

[5] "Pre-season means the period, as determined by the Province or SARU, commencing after the conclusion of a Player's Annual Leave/Off-season and ending immediately prior to the first official match, during which players participate in conditioning, training, rehabilitation, team integration, and preparatory matches or activities, but excluding official competition fixtures.

the foregoing, national and/or international Matches, International Competitions and/or tours agreed to and under the auspices of WR;

2.100 **"Sponsor"** means a person or entity providing financial or other material benefits to SARU and/or the Provinces in return for promotional opportunities, and includes Sponsors known in the industry as 'Official Suppliers';

2.101 **"Springboks"** means members of the national representative team of South Africa selected to represent South Africa in international competitions or test matches;

2.102 **"Squad"** means the group of Players selected by a Province for a specific competition and from which the Province's representative team shall be selected for purposes of representing the Province in that specific competition;

2.103 **"Team Capacity"** means one or more Contracted Players dressed in clothing depicting the Intellectual Property of a Province or SARU;

2.104 **"Team Context"** means a context in which –

(a) the Appearances are performed in a Team Capacity; and/or

(b) the Player Attributes are used by depicting three or more Contracted Players together dressed in clothing depicting the Intellectual Property of a Province or SARU;

2.105 **"Technical Gear"** means rugby protective and technical playing gear allowed for by WR, which gear may be of a protective or comfort or performance orientated nature, and shall include, but not be limited to, shoulder and body pads, headgear, arm guards, gloves, kicking tees, under garments, mitts, etc., or any future product classed as rugby protective or technical gear, but specifically excluding Apparel and Footwear;

2.106 **"Technical Gear Sponsor"** means the Sponsor or Sponsors who provide a Province or SARU with Apparel and/or Technical Gear, in terms of a Sponsorship contract between the Province and the Sponsor or SARU and the Sponsor;

2.107 **"Temporary Disability"** means an illness, accident, or injury to a Contracted Player to the extent that the Contracted Player is not able to provide his rugby playing services for a limited period;

2.109.1 **"Total Annual Spend"** means, subject to the proviso that follows, all Remuneration paid in respect of any Contracting Year –

2.109.1.1 by a Province to all of its Contracted Players;

2.109.1.2 by a Borrowing Province to a Lending Province in respect of the Loan of a Player in terms of a Loan Agreement which Remuneration shall be included in the Total Annual Spend of the Borrowing Province;

2.109.1.3 by a third party to a Contracted Player as a result of a request, encouragement or inducement from a Province contemplated in clause 27[6];

2.109.2 Provided that the following amounts of Remuneration paid by a Province to, or in respect of a Contracted Player shall be excluded in determining a Province's Total Annual Spend:

2.109.2.1 Any amount contributed by SARU towards a PONIs Remuneration;

2.109.2.2 Remuneration paid to a Contracted Player who, on account of injury, is unable to play for a Province for the balance of his Player Contract, but only in respect of Remuneration paid to such Contracted Player from a date –

(a) 180 (one hundred and eighty) days after the Contracted Player became incapacitated in the case of a Player contracted by International Franchises; or

(b) 90 (ninety) days after the Contracted Player became incapacitated in the case of a Player contracted by Domestic Franchises and Non-Franchises;

[6] All third-party contributions must be declared by the Province to SAREO on the date of signature of the Player Contract.

2.109.2.3 Remuneration paid to a Contracted Player from the date of a Long-term Injury until the date on which the Player has recovered from the Long-term Injury to such an extent that he is able to play for the Province again (if the Contracted Player recovers from the Long-term Injury within a period of 180 (one hundred and eighty days), the Remuneration paid to such Contracted Player from the date of the Long-term Injury shall be included in the Total Annual Spend of the Province);

2.109.2.4 Remuneration paid to a Contracted Player who is unable to play for a Province because of the Contracted Player being suspended under the applicable SARU Regulations, but only in respect of Remuneration paid to the Contracted Player from a date –

(a) 90 (ninety) days after the suspension became effective in the case of a suspension for a doping offence; and

(b) 180 (one hundred and eighty) days after the suspension became effective in the case of a suspension for all other offences;

2.109.2.5 Remuneration paid by a Lending Province to a Loan Player for the duration of the Loan, but only to the extent that the Remuneration is recovered by the Lending Province from the Borrowing Province;

2.109.2.6 Any *ad hoc* bonus payment paid to a Contracted Player by a Province solely as an incentive for winning a Match of a Professional Competition or a Development Competition or for participating in a Match of a Professional Competition or a Development Competition, provided that –

2.109.2.6.1 Such payment was not anticipated and/or provided for in the Province's budget or financial forecasts at any stage; and

2.109.2.6.2 Such payment was not contractually agreed to, whether verbally or in writing, between the

Province and the Contracted Player at any stage prior to the final Match of the Competition; and

2.109.2.6.3 Funding of such bonus payment was not contractually agreed to between the Province and a third party at any stage prior to the final Match of the Competition and that such third party resolved to make the payment on its own without the Province approaching the third party to make the payment; and

2.109.2.6.4 The Province's CEO confirms in writing to the Monitoring Committee that such payment adheres to the provisions as set out in clauses 2.109.2.6.1 to 2.109.2.6.3 above prior to the payment thereof;

2.109.2.7 Any payment paid to a Contracted Player by a third party solely as compensation for the use of the Contracted Player's individual commercial rights and attributes or for any other bona fide, arms-length commercial purpose shall be excluded from the Province's Total Annual Spend, provided that –

2.109.2.7.1 The Province has played no role whatsoever – directly or indirectly – in requesting, encouraging, inducing, facilitating, arranging or negotiating the payment, whether formally, informally, or through representative; and

2.109.2.7.2 No understanding, agreement, expectation or commitment (whether verbal, written, implied or suggested) exists between the Province and the Player or between the Province and the third party regarding such payment; and

2.109.2.7.3 The CEO of the Province provides a written affidavit to the Monitoring Committee confirming full compliance with sub-

clauses 2.109.1 and 2.109.2, supported by all relevant documentation necessary for verification.[7];

2.109.2.8 Any settlement payment paid to a Contracted Player as compensation for the premature termination of a Player Contract by mutual agreement between the Parties;

2.109.2.9 Remuneration paid to a Contracted Player in terms of clause 53 hereof after the date of termination of his Player Contract; (For the avoidance of doubt, the termination date shall be regarded to be the date on which the Player Contract would originally have terminated and not any earlier termination date agreed to between the Parties.)

2.109.2.10 Any Remuneration paid to a Club Player contracted in terms of a Club Player Contract for the sole purpose of participating in a Development Competition. Remuneration paid to a Club Player who participates in a Professional Competition, shall form part of the Total Annual Spend of the Province;

2.110 **"United Rugby Championship"** means the annual rugby competition currently involving teams from Ireland, Italy, Scotland, South Africa and Wales or any substitutive annual rugby competition;

2.111 **"United Rugby Championship Squad"** means the official Squad of 30 Contracted Players which must be announced at least one week before the first Match of the United Rugby Championship, as required in terms of clause 25;

2.112 **"Working Day"** means a day on which Contracted Players would normally go to work;

2.113 **"WR"** or **"World Rugby"** means the controlling body of World Rugby, previously known as the IRB;

[7] Any payment that arises from, or is connected in any way to, a Province's procurement activities, sponsorship arrangements, supplier relationships, or commercial partnerships shall be deemed induced unless the Province can demonstrate to the monitoring Committee that no such connection exists. Where the Monitoring Committee determines that a payment is not bona fide or was indirectly encouraged by the Province, such payment may be added to the Total Annual Spend.

A Province must declare any third-party involvement to SAREO on the date of signature of the Player Contract, or if the third-party becomes involved at a later stage, then on such date.

2.114 "**WR Player Load Management Guidelines**" refers to the World Rugby Player Load Guidelines (to underpin Regulation 9 and global calendar discussions) published by World Rugby on 1 October 2025 attached hereto as Schedule 20;

2.115 **"2024 Addendum"** means the agreement concluded between the Parties on or about 3 July 2024 headed as "First Addendum to the 2024 South African Rugby Industry Collective Agreement" regulating, amongst other things, Rest Period planning, International Travel and Player Welfare.

3 INTERPRETATION

In this Agreement:

3.1 Words and terms that have been specifically defined in clauses 1 and 2 above shall, where used in this Agreement, be capitalised and shall bear the meanings assigned to them hereinabove and be interpreted with reference to clauses 1 and 2.

3.2 Where references are made to monetary amounts, such amounts are expressed in South African Rand.

3.3 Words denoting the singular shall include the plural and *vice versa*.

3.4 Words denoting any one gender shall include the other gender.

3.5 Any reference to natural persons shall include legal and juristic persons and *vice versa.*

3.6 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

3.7 Any reference to a "Party" includes a reference to that Party's successors in title and assigns allowed by law.

3.8 References to clauses and schedules are references to clauses and schedules of this Agreement, and references to paragraphs are references to paragraphs of a schedule.

3.9 Words and expressions defined in any clause shall, for the purpose of the clause of which that word or expression forms part, bear the meaning assigned to such words and expressions in that clause.

3.10 This Agreement shall be governed by and interpreted in accordance with the Laws of the Republic of South Africa.

3.11 Unless otherwise provided, defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.

3.12 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day.

3.13 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.

4 PARTIES' RECORDAL OF THE APPLICATION AND EFFECT OF THIS AGREEMENT

4.1 SARU and the Provinces administer the Game in South Africa and select and manage the Players who play for, and otherwise represent, the National and Provincial teams from time to time.

4.2 MyPlayers is a registered trade union and the collective representative of the Contracted Players when they play rugby for a Province or for SARU.

4.3 The Parties agree to be bound by the provisions set out in this Agreement, including all schedules hereto and to act in such a way as to enable and promote the objectives referred to herein. The Parties further agree that any successor-in-title to any Party shall also be bound by these terms and conditions.

4.4 Unless expressly stipulated otherwise, this Agreement -

4.4.1 applies to the employment of Contracted Players by SARU or a Province, and matters ancillary thereto;

4.4.2 takes precedence over a Player Contract, unless the Player Contract is more beneficial to the Contracted Player; and

4.4.3 binds SARU, the Members of SAREO and the Members of MyPlayers; and, for so long as MyPlayers represents the majority of the Contracted Players employed by the Provinces and SARU, also binds all Contracted Players who are not Members of MyPlayers in terms of section 23 (1) (d) of the Act.

4.5 No agreement between SARU or a Province and a Contracted Player may, unless so provided for in this Agreement –

4.5.1 permit a Contracted Player to be paid Remuneration that is less than that provided for in this Agreement; or

4.5.2 permit a Contracted Player to be treated in a manner, or to be granted any benefit, or be subject to any term, that is less favourable than that prescribed by this Agreement.

5 OBJECTIVES

The Parties acknowledge that this Agreement has the following objectives:

5.1 To recognise the importance of regulating the Game and the relationship between Contracted Players, SARU and Provinces at a national and provincial level in South Africa;

5.2 To contribute to making the Game the best administered and most innovative sport in South Africa and globally;

5.3 To make the Game as attractive as possible to all its stakeholders, including the public;

5.4 To make the Contracted Players and MyPlayers stakeholders in the Game;

5.5 To promote pro-competitive behaviour amongst the members of SAREO and MyPlayers; and

5.6 To encourage and ultimately to require of the Parties to cooperate in achieving the objectives set out above.

6 DURATION OF THIS AGREEMENT

6.1 This Agreement shall commence on the Commencement Date and shall replace the South African Rugby Industry Collective Agreement in force between SAREO, SARU and MyPlayers, at that time.

6.2 This Agreement shall endure for an initial period of 24 (twenty-four) months from the Commencement Date and shall, thereafter, continue indefinitely until terminated by either Party at 6 (six) months' written notice to the other.

SECTION TWO - SARU

The provisions under this section govern the terms and conditions related to the contracting and/or utilisation of Players by SARU and the provisions in this Section Two are solely negotiated, agreed on and signed-off between SARU and MyPlayers from time to time.

7 DURATION OF PLAYER CONTRACTS

7.1 Prior to offering a Player employment and entering into a Player Contract with a Player, SARU may invite a Player to a trial period, which period may not exceed 21 (twenty-one) days.

7.1.1 During the trial period the Player shall not be entitled to any Remuneration or any other benefits whatsoever and the Parties agree that the purpose of the trial period is for SARU to make an assessment of the Player's skills and/or attributes in light of possible future employment, considering team dynamics, game plans, composition of the teams, and other factors which may be relevant in the sole discretion of SARU.

7.1.2 SARU shall ensure that the Player is a member of a Comprehensive Medical Scheme or Nominated Comprehensive Medical Scheme for the duration of the trial period.

7.1.3 A Player will not have any expectation of employment following the trial period and SARU shall be under no obligation whatsoever to offer a Player employment following the trial period.

7.1.4 A Player shall become entitled to the minimum Remuneration as soon as he is selected for a Match-day Squad or following the completion of the 21 (twenty-one) day trial period if he continues to train or play for SARU.

7.1.5 The Provisions of clause 53 of this Agreement shall not apply to the trial period and the Player's participation in the trial period shall, save for the provisions of clause 7.1.2, be entirely at his own risk.

7.1.6 If a Player is injured or becomes ill during the first 7 (seven) days of the trial period envisaged above, SARU may elect to invite the Player to another trial period once he has recovered from the illness or injury or at a later stage.

7.2 All Player Contracts entered into between a Player and SARU shall be in writing and must be concluded for a minimum duration of 12 (twelve) months except under one of the following circumstances in which case, unless expressly provided to the contrary, the duration of the Player Contract may be agreed between the SARU and the Player, provided that it shall not be less than one week:

7.2.1 When a Contracted Player has (1) recovered from an injury; (2) his relevant Player Contract expired during the period of injury, and (3) SARU wants to give him an opportunity to regain his playing fitness;

7.2.2 When a Player returns to South Africa from overseas to play in a specific Match or Competition only.

7.3 If SARU intends to contract a Player in the circumstances contemplated in clauses 7.2.1 and 7.2.2 above, it must notify MyPlayers in advance and in writing that it intends contracting the Player for such shorter period.

7.4 Where SARU contracts a Player for a fixed period of less than 12 (twelve) consecutive months, such Player shall be entitled to receive a minimum remuneration calculated at a rate of not less than R1 235.00 (one thousand two hundred and thirty-five rand) per day, to a maximum of R27 173.00 (twenty-seven thousand one hundred and seventy-three rand) per month, as applicable.[8] and shall be entitled to the same benefits afforded to other Contracted Players in terms of clause 53 hereof.

7.5 The amount stipulated in clause 7.4 above, shall annually increase with a percentage equal to the average CPI for the preceding 12 (twelve) months.

7.6 Unless advised to the contrary, as contemplated in this Agreement, and notwithstanding any previous renewals of Player Contracts, National Players will not have any expectation that their existing Player Contracts will be renewed or extended, nor shall

[8] For the avoidance of doubt – these minimum amounts apply to men and women.

they have any expectation of permanent employment beyond the term of their existing Player Contract.

7.7 It is recognised and acknowledged by the Parties that –

7.7.1 The composition and size of a professional rugby Squad is subject to continual and unpredictable changes and/or requirements from year to year due to a combination of factors, including changes in game plans, playing styles, player combinations, competition demands, and player budgets, the laws of the game, etc., and that SARU is accordingly unable to determine their National Team Squad requirements with any degree of accuracy on a continuous or long-term basis and they must accordingly rely on fixed-term contracts to satisfy their player requirements as identified for specific periods;

7.7.2 The contracting of Players and athletes on a fixed-term basis is a feature of professional sport throughout the world, and across professional sporting codes, and in international rugby in particular; and

7.7.3 The Parties therefore acknowledge and agree that there is a legitimate and compelling rationale for the use by SARU of fixed-term contracts of varying duration for the employment of Players.

7.8 Unless otherwise agreed to in writing, only the SARU CEO, or his delegate, is authorised to advise a National Player of SARU's intention to renew a Player Contract, and a National Player should not rely on any representations or undertakings made or given by any other person in this regard.

8 PLAYERS' REMUNERATION

8.1 For the periods and on the terms set out in the applicable Remuneration Agreements, the match fees, squad assembly fees, training camp fees, tournament fees, performance bonuses and win bonuses payable to Players selected for the relevant National Teams shall be governed exclusively by those Remuneration Agreements and shall form part of, and be incorporated into, this Agreement. The Remuneration Agreements applicable at the time of conclusion of this Agreement are attached hereto as:

a) The Springbok Remuneration Agreement (Schedule 10);
b) The SA "A" Team Remuneration Agreement (Schedule 11);
c) The U23 Remuneration Agreement (Schedule 12);
d) The Springbok Sevens / Sevens Academy Remuneration Agreement (Schedule 13); and
e) The Springbok Women Remuneration Agreement (Schedule 14).

8.2 The Remuneration of Players not currently covered by any Remuneration Agreement between MyPlayers and SARU will be dealt with on an *ad hoc* basis and agreed to from time to time, through negotiation and by agreement between the Parties.

8.3 The Remuneration of PONIs will be paid by SARU to the relevant Provinces and will represent such percentage of that PONI's annual remuneration as SARU in its sole discretion determines. The Provinces may not pay the PONI less than the PONI Subsidy in accordance with the PONI Contract.

8.4 Women Players who hold a Women's National Player Contract with SARU shall be paid a minimum National Salary of not less than R120 000.00 (one hundred and twenty thousand rand) per annum[9].

8.5 Springbok Sevens Players who hold a Sevens National Player Contract with SARU shall be paid a minimum National Salary of not less than R353 062.00 (three hundred and fifty-three thousand and sixty-two rand) per annum.

8.6 Springbok Sevens Players who hold a Sevens Player Contract, the duration of which is less than 12 (twelve) months, shall be paid a minimum National Salary of not less than R1 235.00 (one thousand two hundred and thirty-five rand) per day to a maximum of R27 173 (twenty-seven thousand one hundred and seventy-three rand) per month.

8.7 Development Players who hold a Sevens National Player Contract with SARU shall be paid a minimum National Salary of not less than R214 710.00 (two hundred and fourteen thousand seven hundred and ten rand) per annum.

[9] The minimum National Salary stipulated in clause 8.4 and 8.5 shall constitute the minimum guaranteed annual Salary / cash compensation and shall be exclusive of match fees, win bonuses, squad assembly fees, training camp fees, tournament fees, performance bonuses, high-performance incentives, image-rights payments, or any other contractual allowances or benefits (if applicable) to which the Player may be entitled under her player contract or under this Agreement.

9 SELECTION TO NATIONAL TEAM AND NATIONAL TEAM SQUADS

9.1 The selection of a Player for a National Team shall be done by the appointed officials of SARU.

9.2 The conclusion of a Player Contract with a Player shall not guarantee the Contracted Player selection to a National Team or the National Team Squad, and the appointed officials, in accordance with Clause 9.1 above, shall have the sole discretion in respect of such selections and its decision in this regard will be final and binding.

SECTION THREE – A
INTERNATIONAL FRANCHISES

The provisions under this section govern the terms and conditions relating to the contracting and utilisation of Players by the International Franchises and the provisions in this Section Three – A are solely negotiated, agreed on and signed-off between SAREO and MyPlayers from time to time.

10 PERMISSIBLE CONTRACT CATEGORIES AND LIMITS ON CONTRACT NUMBERS

10.1 International Franchises and the Cheetahs may have the following maximum number of Players under Player Contracts at any one time **–**

10.1.1 in the case of an International Franchise (excluding the Cheetahs) a maximum of 57 (fifty-seven) PONIs and Provincial Players combined under Player Contracts. For the avoidance of doubt – nominated Loyalty Players shall be included in the maximum number of 57 (fifty-seven) players referred to above i.e. if the International Franchise does not nominate Loyalty Players, then it may only have a maximum of 53 (fifty-three) PONIs and Provincial Players combined under Player Contracts; or

10.1.2 in the case of the Cheetahs a maximum of 50 (fifty) PONI and Provincial Players combined, under Player Contracts; and

10.1.3 an unlimited number of Development Players, under Development Player Contracts; or

10.1.4 Club Players in terms of the provisions of clauses 11.2 and 11.3 below.

10.2 International Franchises may not contract Semi-Professional Players.

10.3 Nothing in this clause shall prevent an International Franchise from concluding a Loan Agreement with a Loan Player, as contemplated in Clause 44, and such Loan Player shall, for the duration of the Loan, be regarded as a Contracted Player of the Borrowing Province, and not the Lending Province, for the

purposes of determining the Maximum Player Limits set out in this clause, unless the Loan Player is contracted in terms of the provisions of clause 21.1.8 below.

10.4 An International Franchise (excluding the Cheetahs) may nominate a maximum of four PONIs and/or Provincial Players as Loyalty Players per Contracting Year.

10.4.1 The nomination shall be made in writing and submitted to the Monitoring Committee prior to 31 July each year.

10.4.2 The nomination shall be valid for the duration of the relevant Contracting Year.

10.4.3 Nominations may not be withdrawn and/or amended during a Contracting Year. A nominated Loyalty Player can only be substituted by another Nominated Loyalty Player in the course of a Contracting Year in the event of the first Loyalty Player being unable to play for an International Franchise after having sustained a Long-term Injury. For the avoidance of doubt – a Loyalty Player who sustains an injury must continue to receive all the benefits in terms of his Player Contract, irrespective of such injury. Benefits may not be reduced if a nominated Loyalty Player is replaced by another Loyalty Player for whatever reason.

10.5 For the avoidance of doubt, the Cheetahs may not nominate Loyalty Players and the Total Annual Spend in respect of Loyalty Players stipulated in clause 13.1 shall not apply to the Cheetahs.

11 USE OF CONTRACTED PLAYERS IN THE PROFESSIONAL COMPETITIONS AND DEVELOPMENT COMPETITIONS

11.1 An International Franchise may use –

11.1.1 PONIs, Provincial Players, and Development Players, in the Professional Competitions, unless the provisions of clause 11.2 applies in which case they may also use Club Players in Professional Competitions;

11.1.2 PONIs, Provincial Players and Development Players who are eligible to play in the Development Competitions, in the Development Competitions, subject to the provisions of clause 11.3.2 below.

11.2 The circumstances under which an International Franchise may use a Club Player with a Club Player Contract to replace a Contracted Player in the Professional Competitions are –

11.2.1 where a Contracted Player's contract has been suspended on grounds of misconduct; or

11.2.2 where a Contracted Player is unable to play due to injury or ill-health; or

11.2.3 where a Contracted Player has been seconded to SARU.

in which instances the Club Player with a Club Player Contract may only be used for the duration of the suspension or secondment and/or injury or ill-health.

11.3 Use of Club Players

11.3.1 Use of Club Players in Professional Competitions

11.3.1.1 A Club Player with a Club Player Contract may only be used by an International Franchise in the Professional Competitions as envisaged in clause 11.2 above, if there is no Development Player available to replace the Contracted Player, provided that the provisions of SARU's BokSmart program as well as the applicable WR regulations are adhered to at all times and only for the period that the PONI or Provincial Player is unavailable i.e. only as a temporary replacement player.

11.3.1.2 Club Players used as replacement players in Professional Competitions shall not be regarded as Contracted Players for purposes of determining the maximum number of Contracted Players utilised by an International Franchise in terms of clause

11.1 above or the Total Annual Spend of the International Franchise in terms of clause 14 below.

11.3.2 Use of Club Players in Development Competitions

11.3.2.1 International Franchises may use Club Players with a Club Player Contract in Development Competitions.

11.4 Club Players may not be utilised in Professional Competitions save as provided for in clause 11.3 above.

11.5 The maximum number of Players stipulated in clauses 10.1.1 and 10.1.2 above and Club Players combined, may only be exceeded in circumstances where there are no Development Players available to participate in the Professional Competitions as contemplated in clause 11.3.1 above.

12 EXTENDING CONTRACTING PERIODS IN ORDER TO RETAIN A CONTRACTED PLAYER

12.1 This Clause has the purpose of extending the tenure of Contracted Players within South African Rugby Professional Competitions after exposure provided to them by International Franchises on the platforms provided by such Professional Competitions. For purposes of this Clause, and despite anything to the contrary in this Agreement, "Contracted Player" shall mean a Player who –

12.1.1 is younger than 27 years of age;

12.1.2 is contracted by an International Franchise for the first time on or after 1 November 2019; and

12.1.3 is being contracted by an International Franchise as a PONI or Provincial Player.

12.2 A Contracted Player who is contracted by an International Franchise for a period of less than three years shall, subject to clause 12.3, be deemed to have awarded an option in

favour of all the International Franchises to contract the Contracted Player for a period of three years, which includes the initial period.

12.3 If the Contracted Player contemplated in clause 12.2 is selected as a Member of the National Team during the tenure of his Player Contract with an International Franchise, or any extension thereof contemplated in clause 12.2, then the three-year period contemplated in clause 12.2 is replaced by a four-year period.

12.4 The option contemplated in this clause 12 -

12.4.1 may be exercised by the International Franchise to which the Contracted Player is contracted at the time that the offer is made, or by any other International Franchise (subject to clause 12.5 below);

12.4.2 must be exercised by such International Franchise not later than 8 (eight) months prior to the expiry of the Contracted Player's existing contract and in this regard, it is specifically recorded that no Contracted Player shall be obliged to accept any offer in respect of a Player Contract from an International Franchise beyond this date; and

12.4.3 must be on terms not less favourable to the Contracted Player than those governing his employment immediately prior to such right of renewal being exercised or such offer being made.

12.5 In the circumstances contemplated in clause 12.4.1, the Contracted Player shall be free to choose which offer to accept, that is, the offer made by the International Franchise to which he is contracted, or by another International Franchise; provided that nothing in this clause shall be deemed to limit the rights of an International Franchise to whom a Contracted Player has expressly granted an option or right of first refusal in terms of his existing Player Contract.

13 REMUNERATION CAPS

13.1 The International Franchises' Total Annual Spend for all PONIs, Provincial Players, Loyalty Players and Development Players may not exceed the following amounts for each of the following Contracting Years as indicated in the table below –

CATEGORY PLAYER	1 JULY 2025 – 30 JUNE 2026
PONIs and Provincial Players	R97 660 000.00
Cheetahs - PONIs and Provincial Players	R74 878 569.15
Loyalty Players (Not applicable to the Cheetahs	R23 100 000.00
Development Players	R13 650 000.00
Cheetahs – Development Players	R8 805 431.25

13.2 The amounts stipulated for PONIs, Provincial Players and Loyalty Players contracted by International Franchises in clause 13.1 above, shall annually, on 1 July (from 1 July 2026) increase with a percentage increase equal to the average increase in the CPI over the preceding twelve months (June to May).

13.3 If an International Franchise does not utilise its full Total Annual Spend in respect of PONIs, Provincial Players and Development Players for any Contracting Year, then the shortfall on its Total Annual Spend will be carried forward and added to its Total Annual Spend for the following year: Provided that no unutilised amounts will be carried over beyond the last year of the Contracting Cycle. Any unutilised amount allowed in respect of Loyalty Players, shall be forfeited and may not be carried forward to the following Contracting year.

SECTION THREE – B
DOMESTIC FRANCHISES AND GRIFFONS

The provision under this section governs the terms and conditions relating to the contracting and utilisation of Players by the Domestic Franchises and the provisions in this Section Three – B are solely negotiated, agreed on and signed-off between SAREO and MyPlayers from time to time.

14 PERMISSIBLE CONTRACT CATEGORIES AND LIMITS ON CONTRACT NUMBERS

14.1 Domestic Franchises and any Province which qualifies to participate in the Currie Cup Premier Division (hereinafter referred to as "Qualifying Provinces") may have a maximum of 43 (forty-three) PONI and Provincial Players combined, under Player Contracts.

14.2 Domestic Franchises and Qualifying Provinces may contract Provincial Players on a Free-Agent Basis, but subject to a limit of 7 (seven) Contracted Players at any one time. The Players contracted on a Free-Agent Basis shall be regarded as part of the maximum number of 43 (forty-three) contracted Players allowed.

15 USE OF CONTRACTED PLAYERS IN THE PROFESSIONAL COMPETITONS AND DEVELOPMENT COMPETITIONS

15.1 Domestic Franchises and Qualifying Provinces may use PONIs and Provincial Players in the Professional Competitions.

15.2 The circumstances under which Domestic Franchises and Qualifying Provinces may use a Club Player with a Club Player Contract to replace a Contracted Player in the Professional Competitions are –

15.2.1 where a Contracted Player's contract has been suspended on grounds of misconduct; or

15.2.2 where a Contracted Player is unable to play due to injury or ill-health; or

15.2.3 where a Contracted Player has been seconded to SARU;

in which instances the Club Player with a Club Player Contract may only be used for the duration of the suspension or secondment and/or injury or ill-health.

15.3 Club Players used as replacement players in Professional Competitions shall not be regarded as Contracted Players for purposes of determining the maximum number of Contracted Players utilised by a Domestic Franchise or the Qualifying Provinces in terms of clause
15.1 above.

16 REMUNERATION CAPS

16.1 The Domestic Franchises' and Qualifying Provinces Total Annual Spend for all PONIs, Provincial Players and Development Players may not exceed the following amounts for each of the following Contracting Years as indicated in the table below –

CATEGORY PLAYER	**1 JULY 2025 – 30 JUNE 2026**
PONIs and Provincial Players	R20 412 000.00
Development Players	R 3 000 000.00

16.2 The amounts stipulated for PONIs and Provincial Players contracted by Domestic Franchises in clause 16.1 above, shall annually, on 1 July (from 1 July 2026) increase with a percentage increase equal to the average increase in the CPI over the preceding twelve months (June to May).

16.3 If any Domestic Franchise or a Qualifying Province does not utilize its full Total Annual Spend in respect of any Contracting Year, then the shortfall on its Total Annual Spend will be carried forward and added to its Total Annual Spend amount for the following year: Provided that no unutilized sums will be carried over beyond the last year of the Contracting Cycle.

SECTION THREE – C
NON-FRANCHISES

The provisions under this section govern the terms and conditions relating to the contracting and utilisation of Players by the Non-Franchises and the provisions in this Section Three – C are solely negotiated, agreed on and signed-off between SAREO and MyPlayers from time to time.

17 PERMISSIBLE CONTRACT CATEGORIES AND LIMITS ON CONTRACT NUMBERS

17.1 Non-Franchises may have a maximum of 38 (thirty-eight) PONIs, Provincial Players, Semi-Professional Players and Club Players under Player Contracts at any one time.

17.2 Non-Franchises may utilise Club Players with Club Players Contracts in any competition and under any circumstances provided that the total number of Players referred to in clause 17.1, together with the Club Players utilised, may not exceed 38 (thirty-eight) at any one time.

17.3 The Leopards and the Valke which may, in terms of SARU's directives, participate in the Development Competitions may have under contract an unlimited number of Development Players, under Development Player Contracts for the duration of the rugby season during which it is permitted to participate in the Development Competitions.

17.4 A Non-Franchise may contract any category of Contracted Player on a Free-Agent Basis, but subject to a limit of 10 (ten) Contracted Players at any one time. The Players contracted on a Free-Agent Basis shall be regarded as part of the maximum number of 38 (thirty-eight) contracted Players allowed.

18 USE OF CONTRACTED PLAYERS IN THE PROFESSIONAL COMPETITONS AND DEVELOPMENT COMPETITIONS

18.1 A Non-Franchise may use PONIs, Provincial Players, Semi-Professional Players and Club Players with a Club Player Contract in the Professional Competitions.

18.2 The Leopards and Valke may use PONIs, Provincial Players, Semi-Professional Players, Development Players and Club Players with a Club Player Contract in the Professional Competitions.

18.3 The circumstances under which the Non-Franchises may use a Club Player with a Club Player Contract to replace a Contracted Player in the Professional Competitions are –

18.3.1 where a Contracted Player's contract has been suspended on grounds of misconduct;

18.3.2 or where a Contracted Player is unable to play due to injury or ill-health; or

18.3.3 where a Contracted Player has been seconded to SARU;

in which instances the Club Player with a Club Player Contract may only be used for the duration of the suspension or secondment and/or injury or ill-health.

18.4 A Club Player with a Club Player Contract may also be used in Development Competitions by the Leopards and Valke at any time, provided that the provisions of SARU's BokSmart program as well as the applicable WR regulations are adhered to at all times. In the application of this provision Player Welfare and safety must always be considered. These Club Players shall be regarded as part of the maximum number of 35 (thirty-five) Players contemplated in clause 18.1 above.

19 REMUNERATION CAPS

19.1 The Non-Franchises' Total Annual Spend for all PONIs or Provincial Players, Semi-Professional Players and Development Players may not exceed the following amounts for each of the following Contracting Years as indicated in the table below –

CATEGORY PLAYER	**1 JULY 2025 – 30 JUNE 2026**
PONIs, Provincial Players and Semi-Professional Players	R12 600 000.00
Development Players (only Leopards and Valke)	R8 805 431.00

19.2 If any Non-Franchise or the Leopards and Valke does not utilize its full Total Annual Spend in respect of any Contracting Year, then the shortfall on its Total Annual Spend will be carried forward and added to its Total Annual Spend amount for the following year:

Provided that no unutilized sums will be carried over beyond the last year of the Contracting Cycle.

19.3 The amounts stipulated for PONIs, Provincial Players and Semi-Professional Players contracted by Non-Franchises in clause 19.1 above, shall annually, on 1 July (from 1 July 2026) increase with a percentage increase equal to the average increase in the CPI over the preceding twelve months (June to May).

SECTION THREE – D
UNIVERSAL TERMS AND CONDITIONS APPLICABLE TO ALL PROVINCES

20 FORM OF PLAYER CONTRACTS

20.1 All Player Contracts must –

20.1.1 be in writing and in the form of Schedules 1 to 9;

20.1.2 be for a fixed term;

20.1.3 expressly state –

20.1.3.1 that the Player is being contracted either as a PONI, Provincial Player, a Semi-Professional Player, a Development Player or a Loan Player;

20.1.3.2 where applicable, that the Player is being contracted on a Free-Agent Basis in terms of Schedule 7.

20.2 Nothing shall prevent a Province and a Contracted Player from amending or adding to the terms and conditions set out in Schedules 1 to 9 provided that such amendments and additions are not inconsistent with this Agreement, and do not detract from the Contracted Players' rights under this Agreement.

21 MINIMUM DURATION OF PLAYER CONTRACTS

21.1 All Player Contracts shall be in writing and must be concluded for a minimum duration of 12 (twelve) months except under one or more of the following circumstances in which case, unless expressly provided to the contrary, it may be for whatever duration the Province and the Player agree:

21.1.1 When a Contracted Player is contracted as a Development Player, in which case the Player Contract may be for any agreed duration;

21.1.2 When a Contracted Player is contracted on a Free-Agent Basis, in which case the Player Contract may be for any agreed duration, subject to the Contracted Player's right to terminate the Player Contract prematurely on 14 (fourteen) days' written notice to the Province;

21.1.3 When a Player returns from overseas to play in a specific Competition only, in which event the Player Contract shall be concluded for the duration of the specific Competition;

21.1.4 When a Contracted Player has (1) recovered from an injury; (2) his relevant Player Contract expired during the period of injury, and (3) the Province wants to give him an opportunity to regain his playing fitness;

21.1.5 When a Contracted Player has entered into a National Player Contract, and plays for a Province or SARU, for such period and on such terms as may be agreed upon with SARU and the Province;

21.1.6 When a Province breaches its contractual obligations with a Contracted Player and the Contracted Player cancels its Player Contract with such Province and is then contracted by another Province for a period;

21.1.7 When a Player is contracted under a Club Player Contract, the Player Contract shall be for a period of 1 (one) week. The Province may not contract the Club Player for a shorter period. Furthermore, if a Province wants to use a Club Player on an *ad hoc* basis for a period longer than one week, then the Province and the Club Player will have to enter into a new Club Player Contract weekly for as long as the services of the Club Player is required by the Province;

21.1.8 When a Player is contracted as a Loan Player to replace a Player who will be injured for a period longer than 6 (six) months in which event the Loan Player shall not be included in the maximum player numbers stipulated in clauses 10, 14 and 17for the period for which the Contracted Player remains injured;

21.1.9 When a Contracted Player is contracted as a Semi-Professional Player, under a Semi-Professional Contract, the Player Contract shall be for a minimum period of 8 (eight) months.

21.2 A Province intending to contract a Player in the circumstances contemplated in Clauses 21.1.1 to 21.1.9 above must notify MyPlayers in advance and in writing that it intends contracting the Player for such shorter period.

22 WINDOW PERIOD AND CONTRACTED PLAYER'S RIGHT TO NEGOTIATE

22.1 A Contracted Player, his agent, or any other party acting on the Contracted Player's behalf may nots, at any time prior to the opening of the Negotiations Window, enter into discussions and/or negotiations with any Province, other than the Province with which the Player is contracted, or with any overseas Club, or any agent, to make the Contracted Player's rugby playing services available to any such Province or overseas Club during or upon the expiration of his Player Contract, unless the Contracted Player requests and obtains his Province's prior written consent (hereinafter referred to as "the Consent") to enter into such discussions and/or negotiations, which consent may not be unreasonably withheld. The Consent contemplated may be subject to the Province being given the right of first refusal on terms to be agreed to between the Player and that Province.

22.2 The request contemplated in clause 22.1 shall be addressed to the CEO of the Province by email and the transmission of such request shall be proven by a delivery receipt thereof to the email address of the CEO.

22.3 The request shall include the name of the Province or overseas Club who approached the Contracted Player and the person or entity that represented such Club.

22.4 The Province shall respond to the request in writing within 5 (five) days of receipt thereof; by granting or refusing the Consent sought, which Consent shall not be unreasonably withheld by the Province.

22.5 In the event that the Consent is refused, the Province shall, in the response contemplated in clause 22.4 above, provide full and comprehensive reasons for such refusal in writing to the Contracted Player along with the written notice of refusal thereof.

22.6 In the absence of a response, within the time-period contemplated in clause 22.4, together with the reasons, contemplated in clause 22.5, the Province shall be deemed to have given the Consent.

22.7 In the event that the Province granted the Consent, or the matter is decided in favour of the Contracted Player, then the Contracted Player shall proceed with the discussions and/or negotiations with the Province, Club or person who approached him.

22.8 If the Contracted Player or his agent as a consequence of the aforementioned discussions and/or negotiations taking place prior to the opening of the Negotiations Window, receives an offer from a Province or overseas Club and the Contracted Player is willing to accept the offer, he shall provide his current Province with a copy thereof prior to accepting same, in order to allow the current Province an opportunity to negotiate a new Player Contract for a further term. Should the current Province not exercise its right of first refusal referred to in clause 22.1 above within a period of 14 (fourteen) days from the date on which the Province is provided with the copy of the new offer, then the Contracted Player will be free to conclude the contract with the new Province or overseas Club.

22.9 A breach of any of the above by the Contracted Player or his agent or other party duly representing him, may result in disciplinary action being taken against the Contracted Player.

23 RECLASSIFICATION OF DEVELOPMENT PLAYERS

23.1 Development Players may participate in the Professional Competitions without being reclassified as a PONI, Semi-Professional Player or Provincial Player.

23.2 PONIs, Provincial Players or Semi-Professional Players cannot be reclassified as Development Players.

23.3 Development Players can be reclassified as PONIs, Provincial Players or Semi-Professional Players.

24 MINIMUM REMUNERATION

24.1 All Remuneration paid to Players under this Agreement, and under any individual Player Contract, shall comply with the national minimum wage requirements prescribed in terms of applicable South African labour legislation, including the National Minimum Wage Act

9 of 2018 and any amendments, sectoral determinations, regulations, or binding notices issued thereunder.

24.1.1 No Province or SARU may remunerate a Player at a rate lower than the prevailing national minimum wage, whether calculated on an hourly, weekly, or monthly basis, as applicable.

24.1.2 Any contractual provision, agreement, or practice that results in a Player receiving Remuneration that is less than the statutory minimum wage shall be invalid to the extent of the inconsistency, and the Province or SARU shall remain liable to rectify the shortfall in accordance with the law.

24.2 Subject to clause 24.1, PONI and Provincial Players must be paid a minimum monthly Remuneration of R13 439.48 (thirteen thousand four hundred and thirty-nine rand and forty-eight cents).

24.3 Clause 24.1 does not apply to Provincial Players contracted by a Domestic Franchise or Non-Franchise on a Free-Agent Basis, who may be paid any amount, provided that it complies with the minimum requirements of the Basic Conditions of Employment Act 75 of 1997 (as amended).

24.4 A Semi-Professional Player must be paid a minimum monthly Remuneration of R7 378.52 (seven thousand three hundred and seventy-eight rand and fifty-two cents).

24.5 Save as provided for in clause 7 above, Development Players may be paid any amount, provided that it complies with the minimum requirements of the Basic Conditions of Employment Act 75 of 1997 (as amended).

24.6 The amounts stipulated in clause 24.1 and 24.3 in respect of PONIs and Provincial Players contracted by International Franchises and Domestic Franchises, shall annually on 1 July (from 1 July 2026) increase by the average rate of CPI over the preceding twelve months (calculated from 1 June to 31 May).

24.7 The Parties shall annually negotiate in good faith the increases applicable to the amounts stipulated in clause 24.3 in respect of Semi-Professional Players and the

increases applicable to the amounts stipulated in clause 24.1 read with clause 24.2 in respect of PONIs and Provincial Players contracted by Non-Franchises.

25 MINIMUM REMUNERATION FOR PLAYING IN THE EUROPEAN PROFESSIONAL CLUB RUGBY, INTERCONTINENTAL RUGBY AND UNITED RUGBY CHAMPIONSHIP

25.1 All International Franchises shall, at least one week before their first match of the European Professional Club Rugby, Intercontinental Rugby and United Rugby Championship, announce an official Squad of at least 30 (thirty) Contracted Players that will participate in such competition.

25.2 With effect from such date, until the last Match played by the International Franchise in the European Professional Club Rugby, Intercontinental Rugby or United Rugby Championship, all Contracted Players who form part of the Squad, either as initially announced or as reconstituted from time to time, shall for the period that they form part of such squad, be entitled to be remunerated at a minimum monthly remuneration of R43 008.13 (forty-three thousand and eight rand and thirteen cents). This amount shall increase annually on 1 July (from 1 July 2026) by the average rate of CPI over the preceding twelve months (calculated from 1 June to 31 May).

25.3 For the avoidance of any doubt, it is recorded that –

25.3.1 A Development Player who plays in the European Professional Club Rugby, Intercontinental Rugby or United Rugby Championship shall be regarded as part of the reconstituted Squad contemplated in clause 25.2 for as long as he so plays.

25.3.2 If an International Franchise selects more than 30 Contracted Players to the European Professional Club Rugby, Intercontinental or United Rugby Championship Squads contemplated in clause 25.1, the Franchise shall be obliged to pay all such Contracted Players at least the minimum remuneration as per clause 25.2 above.

25.3.3 International Franchises are not obliged to pay the minimum remuneration to the pre-season Squads training and playing more than one week before the first

Match of the European Professional Club Rugby, Intercontinental Rugby or United Rugby Championships.

26 MATCH FEES FOR CERTAIN CONTRACTED PLAYERS

26.1 Subject to clause 26.3, Development Players and Club Players with a Club Player Contract playing for a Province in a Professional Competition shall be paid:

26.1.1 a minimum Match Fee of R2 464.34 (two thousand four hundred and sixty-four rand and thirty-four cents) per Match, for playing in the Currie Cup First Division Competition; and

26.1.2 a minimum Match Fee of R3 688.74 (three thousand six hundred and eighty-eight rand and seventy-four cents) per Match, for playing in the Currie Cup Premier Division Competition.

26.2 Notwithstanding the provisions of clause 26.1, a Development Player shall not be paid the Match Fees contemplated in this clause 26, if he is receiving at least the minimum Remuneration contemplated in clauses 24 and 25.

26.3 The amounts stipulated in clause 26.1 in respect of Development Players and Club Players with a Club Player Contract playing in Professional Competitions for an International Franchise, will annually on 1 July (from 1 July 2026) increase with a percentage equal to the average increase in the CPI over the preceding twelve months (calculated from 1 June to 31 May).

27 INDIRECTLY PROCURED REMUNERATION

27.1 Any Province that requests, encourages, or induces a third party (for purposes of this Clause 27, referred to as "the Third Party") to make a payment to a Contracted Player, in money or in kind, for any purpose whatsoever shall disclose to the Monitoring Committee –

27.1.1 that it has so requested, encouraged or induced the Third Party;

27.1.2 the identity of the Contracted Player and the Third Party;

27.1.3 the amount of any payment, in money or in kind, that the Third Party has agreed to pay, or has paid, to the Contracted Player.

27.2 Any amount contemplated in Clause 27.1 may be added by the Monitoring Committee to the Total Annual Spend of a Province.

28 REPORTING TO MONITORING COMMITTEE

28.1 There is hereby established a Monitoring Committee comprising of one representative from each of SAREO, MyPlayers and SARU. The Monitoring Committee may appoint an independent chairperson.

28.2 The Monitoring Committee shall monitor compliance by the Provinces with the Total Annual Spend and Maximum Player Limits and report any alleged infringements to SAREO for investigation.

28.3 The Monitoring Committee shall determine its own meeting and decision-making procedures and shall make decisions by way of a majority vote of the Members of the Committee.

28.4 The Monitoring Committee shall have the power to –

28.4.1 Monitor compliance by Provinces with the limitations imposed on Provinces in respect of the number of categories of Players that may be contracted, provided for in clauses 10.1, 14.1 and 17.1, and the limitations imposed on Total Annual Spend in clauses 13, 16 and 19;

28.4.2 Report alleged contraventions of the limitations imposed on Provinces in respect of the number of categories of Players that may be contracted, provided for in clauses 10.1, 14.1 and 17.1 and the limitations imposed on Total Annual Spend, in clauses 13, 16 and 19 to SAREO;

28.4.3 Exercise all such powers as may be necessary or incidental to the powers contemplated in this clause 28.

28.5 All Provinces must, monthly, by the 5th day of each month, provide the Monitoring Committee with a list of –

28.5.1 the Province's Contracted Players, indicating in the case of each Player whether such player is a PONI (including a Player with a Club Player Contract), a Provincial, a Semi-Professional or a Development Player;

28.5.2 all additional Players, other than the Players specified in Clause 28.5.1, who may have played for the Province in the preceding calendar month, whether as Contracted Players or Club Players; and

28.5.3 any and all direct and indirect benefits afforded to the Province's Contracted Players and all additional Players used by them for rugby playing services, in the preceding calendar month.

28.6 On the 5th day of the month following the last month of each Contracting Year, all Provinces must provide the Monitoring Committee with a declaration of their Total Annual Spend.

28.7 The Chief Executive Officer of each Province shall annually, within 120 (one hundred and twenty) days from the date end of the relevant Contracting Year, submit an affidavit to the Monitoring Committee confirming that all Remuneration as well as indirectly procured remuneration and benefits earned by Players contracted to that Province has been declared in full to the Monitoring Committee for the relevant period.

28.8 The chairperson of the Monitoring Committee may, randomly, without advancing any reasons for such decision, request, in writing, of the Chief Executive Officer (or official in a similar position such as the General Manager) of any Province to provide to the Monitoring Committee such reasonable information or documentation as the chairperson may, in his sole discretion deem necessary, to verify the information provided to the Monitoring Committee in terms of clause 28.5 above, and/or confirmed in the affidavit contemplated in clause 28.7. The Chief Executive Officer or other relevant official of the Province shall be obliged to provide such information within 14 (fourteen) days of receiving the written request from the chairperson of the Monitoring Committee.

29 PENALTIES

29.1 Any Province that –

29.1.1 exceeds the limitations imposed by clauses 10.1, 14.1 and 17.1 above in respect of the Maximum Player Limit it may contract and/or the Total Annual Spend restrictions imposed by clauses 13, 16 and 19 above, in respect of any Contracting Year; or

29.1.2 fails to make a disclosure contemplated in clause 28; or

29.1.3 fails to comply with a written request by the chairperson of the Monitoring Committee, in terms of clause 28.8, timeously, or at all; or

29.1.4 fails, not later than 7 (seven) days after receiving a written demand from the Monitoring Committee, to make the disclosures contemplated in clauses 28.4 and 28.5;

shall be –

29.2 liable under this Agreement to pay to SAREO a fine of -

29.2.1 R500 000.00 (five hundred thousand rand) for a first offence in the Contracting Cycle;

29.2.2 R1 000 000.00 (one million rand) for a second offence in the Contracting Cycle.

29.3 In the event of a Province committing a third offence in the Contracting Cycle, the transgression will be referred to SARU's Judicial Committee in terms of the SARU Disciplinary and Judicial Matters Regulations for adjudication.

29.4 Penalties paid by offending Provinces in terms of clause 29.2 above shall be paid into the SAREO account and thereafter be distributed on an annual basis to the Provinces, excluding the offending Province, in proportions according to which SARU contributions are made to the Provinces generally.

29.5 All Provinces undertake to make payment of such fines so imposed and agree that insofar as they may fail or refuse, on demand by SAREO, to pay any fine that may be due under this clause 29 to SAREO, within the time period stipulated in the demand, they shall be in breach of this Agreement as regards their obligations under this clause 29 with respect to the other Provinces, and that such breach may be remedied by SAREO acting on behalf of such other Provinces by the institution of legal proceedings against the breaching Province, for the recovery of the fine.

29.6 In the circumstances contemplated in clause 29.7, SAREO may elect, on the written recommendation of the Monitoring Committee, and by a resolution of not less than 80% (eighty percent) of the members of SAREO who are party to this Agreement, to waive any fine, or any part thereof, or recommend the waiver of any suspension from a competition, or portion thereof to the SARU Judicial Committee, to which a Province may become liable under this clause 29.

29.7 In respect of any liability for a penalty, the Monitoring Committee may recommend a waiver of a fine or suspension, or a portion thereof, and SAREO may waive such fine, or recommend the waiver of a suspension, as contemplated in clause 29.6, only if the Monitoring Committee and SAREO are satisfied, in their sole discretion, that -

29.7.1 the breach in question was committed inadvertently and without negligence on the part of the breaching party; and

29.7.2 the breach did not result in substantial advantage to the breaching party, and a substantial disadvantage to the remaining Provinces.

30 CONTRACTED PLAYERS' INVOLVEMENT IN EMPLOYMENT, BUSINESS AND STUDY AND THE MYPLAYERS' PLAYER DEVELOPMENT PROGRAM

30.1 For the purposes of this Clause 30, any reference to "Player", shall mean a Contracted Player, unless expressly specified otherwise.

30.2 A Semi-Professional Player must, at the time of concluding his Player Contract, notify the Province of any employment or study commitments or obligations he has. If a Semi-Professional Player assumes employment or study commitments after concluding his

Player Contract, he must immediately upon assuming such commitments notify the Province of such employment or study commitments.

30.3 Should a Contracted Player, other than a Semi-Professional Player, wish to take up any other employment, occupation, business, or any studies at an educational institution during the term of his Player Contract, he shall notify his Province thereof and simultaneously in writing request permission therefor at least 14 (fourteen) days before engaging in such activity.

30.4 Subject to the provisions of clause 30.6 the Province shall within 14 (fourteen) days of receipt of the request contemplated in clause 30.3, either grant or withhold its consent, in writing.

30.5 A Province shall not be entitled to withhold its consent, unless such employment, occupation, business or studies could prevent the Contracted Player from meeting any one of his obligations under clauses 46 to 48 of this Agreement.

30.6 If the Province does not respond within the time period contemplated in clause 30.4, the Contracted Player's request will be deemed to have been granted.

30.7 Should it become evident that the employment, occupation, business or studies contemplated in this Clause is/are preventing a Contracted Player from fulfilling his obligations under clauses 46 to 48 of this Agreement or any of his duties under his Player Contract, the Player shall upon written notification by the Province immediately take the necessary steps to rectify the situation.

30.8 It is recorded that the Province will encourage Contracted Players to be involved in business and studies and will use their best endeavours to accommodate Contracted Players' reasonable needs with due regard to their own requirements.

30.9 Development Players shall attend at least 3 (three) player development modules with MyPlayers, which MyPlayers will provide at no cost to the Provinces. These modules are:

30.9.1 Personality and career analysis; and

30.9.2 Other modules that the MyPlayers Player Development Division considers necessary and relevant, in its discretion.

30.10 Contracted Players who provide proof that they are performing formal studies shall not be required to attend the personality and career analysis module.

30.11 MyPlayers acknowledges that some Provinces have their own player development programmes, and in such event, there shall be consultation and co-operation between the Province and MyPlayers on implementing and ensuring optimum outcomes to these programs.

30.12 MyPlayers will have the right to host, at each Province which has contracted Development Players, an induction day to inform the newly contracted Development Players about MyPlayers. Such session is to be held within the first three months of the start of the Contracting Year.

30.13 The relevant Provinces agree that the facilities, such as meeting rooms, will be made available for these sessions as and when required.

31 CONCLUSION OF A FOOTWEAR AND TECHNICAL GEAR ENDORSEMENT AGREEMENT BY A CONTRACTED PLAYER

31.1 A Contracted Player who is approached by a Footwear or Technical Gear Sponsor to conclude a Footwear or Technical Gear endorsement agreement must afford the Province's Footwear or Technical Gear Sponsor the opportunity of matching any offer made by such third-party sponsor. The Contracted Player shall afford the Province's Footwear or Technical Gear Sponsor such right of first refusal by providing the Province's CEO with a written copy of the third-party Sponsor's offer and thereafter affording the Province's Technical Gear Sponsor 30 (thirty) days to match such offer in writing.

31.2 Subject to clause 31.3, the Province's Technical Gear Sponsor shall be entitled to the right of first refusal contemplated in clause 31.1 in respect of a Contracted Player's Technical Gear endorsement agreement.

31.3 If a Contracted Player has an existing Footwear or Technical Gear endorsement agreement with a party other than the Province's Technical Gear Sponsor and such agreement contains a right of first refusal in favour of such third-party Sponsor, the Contracted Player shall afford his Province's Technical Gear Sponsor the opportunity of making an offer to the Contracted Player prior to such third-party Sponsor exercising its right of first refusal. The Contracted Player shall afford the Province's Technical Gear Sponsor with such opportunity by providing the Province's CEO with a copy of the third party agreement, advising the CEO that the agreement is up for renewal and inviting the Province's Technical Gear Sponsor to submit an offer within 14 (fourteen) days of it being delivered to the Province's CEO. If the Province's Technical Gear Sponsor makes any offer the third-party sponsor will have the right to match it, and the Contracted Player may accept such offer.

31.4 The sole criterion for determining whether an offer has been matched under clause 31.3 shall be the financial benefit due to the Contracted Player under that agreement.

32 CLUB MEMBERSHIP

32.1 All Players shall, whilst contracted to a Province, be a member of a Club within the boundaries of the Province. Players who are not Members of a Club at the time of signing their agreement with a Province must nominate the Club they intend joining and join such Club within two weeks of signing the Agreement. If they do not nominate a Club, the Province shall nominate one on their behalf and the Contracted Player shall join such Club within the afore stated period.

32.2 Whilst under contract with a Province, a Player may only change Clubs with the prior written permission of the Province.

32.3 Notwithstanding the provisions of clause 32.1, Provinces may, in the interests of the equitable development of the Clubs within their boundaries, and after consulting with the Contracted Player, direct that a Contracted Player join one of two Premier Clubs. A Contracted Player may refuse to join such Club only if the Province has acted unreasonably taking into account the Province's and the Contracted Player's interests, and the need to ensure the equitable development of Clubs within the Province.

32.4 The Province may direct that a Contracted Player shall not play for, or train with, his Club if, in the opinion of the Province, this would interfere with the Contracted Player's obligations under his Player Contract and this Agreement.

32.5 A Player on Loan to a Province remains registered with a Club within the Province from which he is so on Loan and need not register with a Club within the boundaries of the Borrowing Province to which he is Loaned.

33 TERMINATION OF A PLAYER CONTRACT BY A PROVINCE

33.1 A Province may terminate a Player Contract with a Contracted Player on grounds of the Contracted Player's misconduct or incapacity, where such misconduct or incapacity is of such a nature that it would warrant dismissal under Chapter 8 of the Act.

33.2 This applies where the misconduct was committed, or the incapacity relates to, the Contracted Player's Duties to the Province.

33.3 Termination of a Contracted Player's services on the grounds of misconduct shall be in accordance with the Disciplinary Code and Procedure set out in Schedule 15 and on grounds of poor performance in accordance with the Performance Review Procedure set out in Schedule 18.

34 TERMINATION OF PLAYER CONTRACT BY THE PLAYER

34.1 A Contracted Player may terminate his Player Contract with a Province and claim fair compensation if the Province materially breaches such agreement or makes the continuation of the employment relationship intolerable, provided that a Contracted Player shall not exercise his right to terminate such Player Contract on grounds of a material breach by the Province without first giving the Province 7 (seven) days written notice to remedy the breach.

34.2 In the case of alleged conduct by the Province rendering the continuation of the employment relationship intolerable, the Contracted Player must first exhaust the

grievance procedure in Schedule 16 and can only thereafter terminate his Player Contract with the Province.

35 DATABASE OF CONTRACTED PLAYERS' SALARIES

35.1 The Parties agree to work together to make available to all Parties de-identified data as defined by the Protection of Personal Information Act 4 of 2013 (hereinafter referred to as "POPIA") of Contracted Players including the age, position, contract period and remuneration of all Contracted Players covered by this Agreement with a view to building a central benchmark database that will assist in the contracting of Players.

35.2 This information will be treated confidentially by all the Parties concerned.

36 MUTUAL RECOGNITION

36.1 MyPlayers recognises the right of Provinces to manage and direct their operations and their right to conduct their normal managerial functions.

36.2 For as long as MyPlayers represents a majority of all Players contracted by all the Provinces (hereinafter, for as longs as MyPlayers remains "representative"), SAREO recognises the right of authorised and duly appointed officials and duly elected Members to represent MyPlayers in negotiations and consultations in terms of and relating to this Agreement.

36.3 This Agreement and everything recorded in this clause 36 is subject thereto that MyPlayers remains representative. From the moment that MyPlayers is no longer representative, SAREO or the Provinces individually shall be obliged to contract with the new Players' union or association or, in the absence of one, with the Players directly, either individually or as a collective.

36.4 SAREO recognises MyPlayers' right, for the duration of this Agreement, subject thereto that MyPlayers remains representative, to –

36.4.1 promote and protect the interests of the Contracted Players and to safeguard their rights;

36.4.2 strive for the improvement of employment and economic conditions of the Contracted Players;

36.4.3 negotiate on behalf of the Contracted Players their terms and conditions of employment;

36.4.4 maintain freedom from unjust and unlawful rules, regulations and policies affecting each Contracted Player's rugby career;

36.4.5 provide a medium through which the Contracted Players may express their views on issues concerning their wellbeing; and

36.4.6 provide representation for Contracted Players at all levels.

37 ACCESS TO PLAYERS AND INFORMATION

37.1 Officials and office-bearers of MyPlayers shall have access to Contracted Players on reasonable terms and at times to be arranged with the management of a Province and SARU.

37.2 Contracted Players who are MyPlayers office-bearers shall be granted reasonable time off to attend MyPlayers meetings with due consideration to minimizing the disruption of the training and playing schedules of such Contracted Players.

37.3 MyPlayers shall have the right to acquire all relevant information that it reasonably requires in order to –

37.3.1 engage meaningfully in collective bargaining; and

37.3.2 enable it to perform the functions of representing Members in grievance and disciplinary matters and monitoring compliance by Provinces with its obligations under this Agreement.

37.4 The Parties agree that all data, including the raw and the processed data (processed by the software that operates in conjunction with the IMG's and the GPS Trackers), generated by the IMG's and the GPS Trackers and processed through its accompanying software, will be shared with MyPlayers and that MyPlayers will have unrestricted access

to each Players data in this regard. MyPlayers will ensure, as it already does, firstly, that its members will consent to this data being shared with it and (2) will maintain the privacy and confidentiality of the data, in order to ensure that the Players' privacy is not violated through the sharing of such data and/or that SARU and/or the Provinces are in no way compromised through the sharing or use of such data.

38 PREMIUM RESERVE SEATING TICKETS AND SIGNED APPAREL

38.1 Each Province shall provide MyPlayers with Premium Reserved Seating tickets to all Matches played at its Home Ground under its exclusive auspices on the following basis:

38.1.1 up to 6 (six) tickets to be provided free of charge for all fixtures other than international fixtures;

38.1.2 preferential procurement of tickets by MyPlayers;

38.1.3 one reserved parking ticket.

38.2 SARU shall provide MyPlayers with Premium Reserved Seating tickets to all Springbok test matches played at a venue in South Africa under its exclusive auspices on the following basis:

38.2.1 4 (four) tickets to be provided free of charge for all Springbok test matches;

38.2.2 preferential procurement of tickets by MyPlayers;

38.2.3 one reserved parking ticket.

38.3 MyPlayers will notify the Province in writing of the number of tickets it requires at least 4 (four) days before each Match.

38.4 MyPlayers and a Province may agree in writing to extend the time in which MyPlayers must give the notice referred to in clause 38.3.

38.5 Provinces shall provide the tickets referred to herein within no less than 3 (three) days prior to the relevant Match.

38.6 MyPlayers shall annually, at its cost, provide SARU with 25 (twenty-five) Springboks playing jerseys during one of the training camps, which jerseys must be signed by the Players in the National Team Squad. These jerseys may not be commercialised and may only be utilised for charitable purposes or as gifts.

38.7 MyPlayers shall as a when required to, at its cost, provide a Province with 5 (five) Provincial playing jerseys to be signed by the Players in the Province's squad. These jerseys may not be commercialised and may only be utilised for charitable purposes or as gifts.

39 MYPLAYERS SUBSCRIPTION FEE

39.1 For as long as at least 30% (thirty percent) of all Contracted Players employed by all Provinces remain Members of MyPlayers, the Provinces must deduct, and pay over to MyPlayers, the MyPlayers subscription fee of every Member, as determined by MyPlayers from time-to-time and conveyed to the Provinces.

39.2 A Province may require of MyPlayers to provide adequate proof of Membership by the Contracted Player from and in respect of whom the deduction is made.

39.3 MyPlayers will, monthly, provide the Provinces with Membership lists confirming the names of the Members at each Province and the Provinces must deduct the MyPlayers subscription fees from such Contracted Players reflected on the lists and remit such fees to MyPlayers by no later than the 15th day of the month following the month of deduction.

39.4 Provinces shall cease the deduction of a Contracted Player's subscription fee upon two months of the Contracted Player giving the Province and MyPlayers written notice of termination of his MyPlayers membership.

40 FUTURE NEGOTIATIONS

40.1 For as long as MyPlayers remains representative (as contemplated in Clause 39.1) SAREO and MyPlayers shall negotiate over the future collective terms and conditions of employment of Contracted Players.

40.2 Such Remuneration and other terms will be reviewed annually and will always be subject

to the guidelines set out below.

40.3 Items for renegotiation shall be recorded on a working document (the "Matrix") throughout the year by the Chief Executive Officer of SAREO. These items shall be renegotiated between the Parties during quarterly meetings to be arranged by the CEO of SARU.

40.4 The Parties agree to try and arrange meetings in a manner that shall be the least disruptive for the preparation of Matches and training schedules of Contracted Players who are MyPlayers representatives.

40.5 Special meetings may be arranged from time to time by agreement and on an *ad hoc* basis, to consider urgent matters of mutual interest.

40.6 Any agreement reached between the Parties after completion of the negotiations shall be reduced to writing and signed by the Parties and be attached to this Agreement.

40.7 In the event of the Parties failing to reach agreement during negotiations, either Party may declare a dispute by written notice to the other Party(ies) within 5 (five) days after conclusion of the negotiations and each Party will be free to pursue any remedies available.

40.8 The Parties may invite other stakeholders or experts to attend the workshop and the date, format and logistics of the workshop will be agreed to by the Parties.

40.9 The Parties agree that the drafting of this Agreement shall alternate between the Parties annually.

SECTION FOUR

The provisions under this Section Four governs the terms and conditions related to the contracting and/or utilisation of Players by SARU and the Provinces and are negotiated, agreed to and signed off on by SARU, SAREO and MyPlayers from time to time.

The rights and obligations created in this Section Four will be assigned to either SARU or the Province depending on which entity the Contracted Player renders his services to at the time.

41 STANDARD PLAYER CONTRACT

Contracts entered into with Players must be in writing and substantially in the same form as Schedules 1 to 9 hereto.

42 STANDARD PLAYER CONTRACT: CONDITIONAL

42.1 A Player will be subject to the passing of medical and fitness examinations prescribed by a Province or SARU if immediately before concluding his Player Contract, he:

42.1.1 was not under Player Contract to any other Province or SARU; or

42.1.2 was contracted under a Player Contract to a Province or SARU previously but had been playing overseas for a period longer than 6 (six) months and did not have any Player Contract with any Province in South Africa during such time.

42.2 The medical and fitness examination contemplated in clause 42.1 must be conducted within 2 (two) weeks of the commencement of the Player Contract with the Province or SARU.

42.3 In the event that –

42.3.1 a Player as referred to in clause 42.1 above fails to pass a medical and fitness examination as contemplated herein, the Player Contract shall be *void ab initio*;

42.3.2 a Province or SARU does not conduct such medical and fitness examination within the 2 (two) week period, the condition contemplated in clause 42.1 shall be regarded as having been fulfilled on the expiration of such period and the Province or SARU shall thereafter deal with any incapacity or unfitness on the Player's part in terms of the Performance Review Procedure contained in Schedule 18.

43 RENEWAL OF PLAYER CONTRACTS

It is recognised and acknowledged by the Parties that –

43.1 the composition and size of a professional rugby Squad is subject to continual and unpredictable fluctuations from year to year due to a combination of factors, including changes in game plans, playing styles, player combinations, competition demands, and player budgets; and that Provinces are accordingly unable with any degree of accuracy to determine their squad requirements on a continuous or long-term basis and they must accordingly rely on fixed-term contracts to satisfy their identified player requirements for specific periods;

43.2 contracting of Players and other athletes on a fixed-term basis is a feature of professional sport throughout the world, and across professional sporting codes, and in international rugby in particular;

43.3 there is a legitimate and compelling rationale for the use by Provinces of fixed-term contracts of varying duration for the employment of Players;

43.4 the conclusion of a fixed-term contract with a Player shall not give rise to any expectation that he will be offered a renewal or extension of that contract, or permanent employment at the end of that contract, unless the Contracted Player is advised to the contrary; and

43.5 unless otherwise agreed to in writing, only the CEO of a Province or SARU is authorised to advise a Contracted Player of the Province's or SARU's intention to enter into or renew a contract, and Contracted Players shall not rely on any representations or undertakings made or given by any other person in this regard.

44 LOAN PLAYERS

44.1 A Contracted Player may be loaned by one Province or by SARU to another Province or to SARU under a Loan Agreement OR by an overseas rugby club to a Province (not *vice versa*) under a Loan Agreement.

44.2 The Loan Agreement must be in writing and must be for a minimum duration of 12 (twelve) months unless the Loan Player has an existing Player Contract in place with a Province, which complies with the provisions of this Agreement.

44.3 In the case of a loan between Provinces, the Loan Player shall, for the duration of the Loan, not be regarded as a Contracted Player of the Lending Province for the purpose of applying the Maximum Player Limit in Clauses 10, 14 and 17 and shall for the duration of the Loan, be regarded as a Contracted Player of the Borrowing Province for this purpose.

44.4 The Loan Agreement must be concluded in writing between the Lending Province or SARU, the Borrowing Province or SARU and the Contracted Player and, once concluded, the Lending Province, Borrowing Province or SARU must make the Loan Agreement available to MyPlayers and to the Loan Player.

44.5 A Loan Agreement shall not in any way reduce the Remuneration or benefits that the Contracted Player is entitled to under his Player Contract with the Lending Province and, for the purposes of this clause 44, benefits shall include but not limited to medical aid cover, and Income Replacement Insurance.

44.6 The Lending Province or SARU and the Borrowing Province or SARU shall be jointly and severally responsible to ensure that their obligations in terms of clause 44.3 are met towards the Loan Player.

44.7 Nothing in clause 44.6 shall prevent a Borrowing Province or SARU from paying a Loan Player more than he would have received from the Lending Province.

45 SELECTION TO TEAMS AND SQUADS

45.1 The conclusion of a Player Contract with a Player shall not guarantee the Contracted Player selection to the Team or Squad of a Province or SARU, nor shall the conclusion of a PONI Contract, or the secondment of a Contracted Player to SARU, guarantee the Contracted Player selection to the National Team or National Team Squad.

45.2 Provinces and/or SARU shall have the sole discretion in respect of such selections and their decision in this regard will be final and binding. However, Provinces shall, in the interests of promoting transparency and at a Contracted Player's request, provide brief reasons to a Contracted Player for not selecting him.

46 GENERAL DUTIES OF THE CONTRACTED PLAYERS

46.1 This clause 46 sets out the duties owed by Players to the Province or SARU whilst under contract to the Province or SARU, or whilst training and playing for a Province or SARU on an *ad hoc* basis.

46.2 National Players acknowledge that they provide services to SARU firstly and foremostly and in the case of non-National Players, they acknowledge that in the event of any conflict between duties towards SARU and a Province during Periods of Secondment, the duties towards SARU will outrank those towards the Province.

46.3 Subject to the foregoing, Players agree to perform all duties and responsibilities required of them including but not limited to –

46.3.1 acquainting themselves with, and abiding by, Laws of the Game, the by-laws and regulations of WR, SARU's Constitution, SARU's code of conduct, regulations, policies and directions of SARU, and also those of the relevant Province and any changes thereto;

46.3.2 playing the Game to the best of their ability and skill in accordance with the laws of the Game;

46.3.3 observing and abiding by all reasonable instructions and directions of SARU or the relevant Province, its Head Coaches and Members of SARU's or the Province's team management;

46.3.4 maintaining appropriate levels of fitness and skill as discussed and agreed to;

46.3.5 being available to participate in: -

46.3.5.1 International Competitions under the auspices of SARU and WR to which they are selected to compete;

46.3.5.2 Matches played by the Province, provided that up and until 30 June 2026 a Contracted Player shall not ordinarily be required to participate in more than 32 (thirty-two) Matches (where a Player shall be deemed to have participated a match if he was on the field for more than 20 minutes) or a maximum of 35 (thirty-five) Match Day Involvements (a maximum of 2400 minutes) for a Province and/or SARU in any Season. From 1 July 2026 a Contracted Player shall not be required to participate in more than 30 (thirty) Matches or a maximum of 33 (thirty-three) Match Day Involvements (a maximum of 2250 minutes) for a Province and/or SARU in any Season. Matches shall first be allocated towards test matches in respect of those Contracted Players identified by SARU (Should exceptional circumstances require additional Match-day Involvements, same must be agreed to between the Province and the Player and additional mandatory Non-contact Weeks, if necessary – considering an individualised approached, as provided for in clause 64 shall apply);

46.3.5.3 training sessions and/or training camps;

46.3.5.4 Team and Squad meetings, subject always to the Provisions of WR Regulation 9.13, relating to National Team Squad sessions.

46.3.6 making 1 (one) Non-Commercial Appearance per National Player per annum on behalf of SARU;

46.3.7 making not more than 25 Non-Commercial Appearances per annum on behalf of the Province; provided that if the Contracted Player is a PONI, he shall not

be required to make more than 12 Non-Commercial Appearances per annum on behalf of the Province;

46.3.8 making Commercial Appearances on behalf of a Province and/or SARU, provided that a Contracted Player may not be required to participate in a Commercial Appearance where the Province has already required of its Contracted Players collectively to make 500 (five hundred) Commercial Appearances in total over a calendar year);

46.3.9 conducting themselves, at all times, both on and off the playing field, in accordance with their status as professional rugby players and should a Contracted Player fail to adhere to this standard of conduct, he will be dealt with in accordance with the Disciplinary Code and Procedure, attached hereto and marked Schedule 15;

46.3.10 refraining from participating in any Match not under the auspices of SARU unless the Province, and in the case of a PONI, SARU, provides written consent to the Contracted Player to do so and all requirements of Regulation 23 of WR (dealing with insurance) have been complied with; and

46.3.11 honoring and abiding by any agreement concluded between SARU and the Players' Trust relating to the use of the Players' Collective Commercial Rights in a Team Context and in the event that no agreement or arrangement in this regard is entered into between the Contracted Player and the Players' Trust before or during the duration of this Agreement, the Contracted Player shall grant - at no cost - the unlimited use of his Players' Collective Commercial Rights to SARU and the Province;

46.3.12 abiding by and complying with the agreed National Team Squad protocol as agreed to amongst the National Team and their management from time to time and/or abiding and complying with the Province's protocols, which protocols will, *inter alia,* determine and regulate any interaction with player agents and other persons during any National Team Squad assembly;

46.3.13 wearing the official clothing of SARU's and/or the Province's authorised Sponsors when training, playing Matches, travelling or appearing in public as a member of the National Team or a Province's Squad during and within the scope of his employment while part of the National Team Squad or a Province's Squad. For the avoidance of doubt, the Player may not in the mentioned instances wear clothing with logos or brand names which are conflicting with those of SARU's and/or the Province's authorised Sponsors while officially on duty, including but not limited to training, playing matches, travelling or appearing in public as a member of the National Team Squad or a Province's Squad;

46.3.14 not removing, altering or obscuring any logos, brand names or identification devices on the official clothing, equipment or accessories provided to the Player by authorised Sponsors;

46.3.15 not displaying any logos, brand names or identification devices on Protective Gear other than those of the official manufacturer Sponsors of SARU and/or the Province;

46.3.16 refraining from participating in any Match not taking place under the auspices of SARU, unless SARU provides written consent to the Player to do so and further provided that all requirements of Regulation 23 of WR (dealing with insurance) have been complied with; and

46.3.17 not entering into an agreement with a sponsor that is conflicting with a SARU Sponsor or a Province's Sponsor for a personal endorsement without the written consent of SARU and/or the Province, whichever may be applicable, which consent shall not unreasonably be withheld.

46.4 A Player may not participate in a Professional Competition or a Development Competition for a Province unless the Player has concluded a Player Contract with a Province.

46.5 A breach of any of the above Duties shall constitute a material breach of the Player's Contract and may result in disciplinary action being taken against the Contracted Player

which, in turn, may result in termination of the Player's Contract with the Province and/or SARU, should the circumstances warrant this and the proper procedures in terms of schedule 15 and the Codes of Good Practice and the other relevant provisions of the Act have been duly followed.

47 DUTIES WITH REGARDS TO PHYSICAL CONDITION

47.1 For the duration of his Player Contract or while seconded to SARU, a Contracted Player must –

47.1.1 keep himself in good physical condition and fitness as prescribed and regulated by the Province or SARU;

47.1.2 as soon as he becomes aware of any illness, disability, injury or other condition that might affect his physical condition or performance, disclose it to the team doctor of the Province or SARU, and any failure to do so could result in disciplinary action being taken against the Contracted Player;

47.1.3 attend and participate in any physical or fitness examination required by the Province or SARU;

47.1.4 subject to clause 47.1.5, undergo any necessary medical treatment prescribed by a registered medical practitioner approved by the Province or SARU concerning any illness, disability, injury or other condition affecting his ability to play the Game.

47.1.5 before undergoing medical treatment as contemplated in clause 47.1.4 above, the Contracted Player has the right to obtain a second opinion from a medical specialist (hereinafter `the second medical opinion') and in the event that the second medical opinion differs from the first medical opinion both opinions shall be referred to the South African Sports Medicine Association for a further independent opinion, which further independent opinion shall be final and binding on the Contracted Player and the Province or SARU, as the case may be.

47.1.6 comply with reasonable instructions by the Province's or SARU's medical team;

47.1.7 refrain from participating in any hobby or sport which would ordinarily be regarded as highly dangerous or which involves a significant risk of personal injury such as rock-climbing, bungee jumping, sky-diving, water skiing, jet-skiing, white water rafting, skateboarding, hang-gliding, quad-biking and motor-racing - failure to disclose such activities prior to engaging therein may lead to disciplinary action against the Contracted Player and could lead to the termination of the Player Contract; and

47.1.8 not engage in any use of a substance or practices which contravene the anti-doping regulations of either SARU or WR, as dealt with herein below.

47.2 Nothing in this clause 47 or anywhere else in this Agreement shall be interpreted to allow a Province or SARU to interfere with a Contracted Player's conduct after working hours and outside of the workplace, except insofar as expressly and specifically provided for herein and except insofar as such conduct may interfere with his ability to play the Game or his fitness and conditioning or materially affects the reputation of the Province or SARU or insofar as any such conduct may be in contravention of any policy and/or regulation of the Province or SARU.

48 PROVISIONS RELEVANT TO PONI'S

48.1 A PONI will be released by a Province to SARU for a Period of Secondment and the PONI shall be obliged to join SARU during such Period of Secondment.

48.2 PONIs agree that the results of their medical and fitness tests, including without limitation, strength and conditioning tests, nutritional evaluations and analysis conducted, etc. be made available to SARU by the Provinces.

48.3 SARU will be entitled to access any PONI on two Days' written notice to the Province in order to carry out any evaluation in respect of that PONI, including without limitation, mental (psychometric) evaluations, concussion evaluations and/or any other specialist interventions.

48.4 SARU may call for the release of any PONI at any time and for any reason, including without limitation, international duty or any other reason contemplated in WR Regulation

9, by delivering an endorsement to the Province at least 14 (fourteen) Days before the Secondment Period is intended to commence. The Province shall immediately inform the relevant PONI upon receipt of such a request from SARU.

48.5 SARU shall have the right to request a PONI to undergo an assessment by SARU's medical team at any time prior to a PONIs release to SARU by a Province and the PONI shall submit himself to such tests.

48.6 SARU may, on request of a Province, release a PONI back to the Province at any stage during the Secondment Period in which event the PONI shall be obliged to immediately return to the Province.

48.7 A PONI agrees to subject himself to a medical assessment by the medical team of SARU prior to his return to a Province to confirm that he is medically fit and, in a condition, to play and appear for the Province. For the avoidance of doubt, such medical assessment shall only be performed in South Africa.

48.8 A PONI shall subject himself to an individual performance plan which shall be designed by the relevant Province for each individual PONI and which performance plan shall be approved by SARU.

48.9 PONIs shall fully participate in three training camps of not more than three consecutive Days each (excluding travel time) per annum in accordance with WR Regulation 9 and as may be conducted by the SARU.

48.10 A PONI will subject himself to at least one conditioning assessment to be performed by SARU. The time, date and venue of the conditioning assessment will be determined in consultation with the Province and the Player will be informed of such arrangements as soon as possible.

48.11 A PONI will furthermore subject himself to a player induction workshop between January and February of each year as and when arranged by SARU.

48.12 All PONI obligations in terms hereof will be subject to the Province's approval. Should the Province not agree to any of the PONI obligations imposed upon him at any stage,

then the Player shall continue to comply with the directions of the Province until such time as the dispute is resolved between SARU and the Province.

49 ANTI-DOPING

49.1 It is acknowledged by the Parties that it is fundamentally important to the Game that the Game remains free from doping and the use of prohibited substances and methods.

49.2 SARU has introduced anti-doping regulations which are in line with principles established and regulations issued by WR, the World Anti-Doping Association ("WADA") and the South African Institute for Drug-Free Sport ("SAIDS"). It is acknowledged that the Players will, from time to time, be tested by the South African Institute for Drug-Free Sport.

49.3 The Provinces and SARU shall ensure that adequate and appropriate anti-doping education is provided to the Contracted Players in relation to anti-doping measures and relevant codes at least annually and shall consult with – and where necessary seek the assistance of – MyPlayers, in providing such education.

49.4 In the event that a National Player or a Player who is utilised by SARU in an International Competition, is accused of having committed an anti-doping offence and the Player maintains that he ingested the substance inadvertently, through no fault or negligence of his own or through no significant fault or negligence of his own, SARU and MyPlayers will be responsible for the costs of the Player's legal representation at the proceedings before the SAIDS disciplinary panel in equal shares and, if applicable, any appeal tribunal. In the event that the Player's period of ineligibility is not decreased in terms of the decision of the relevant SAIDS or CAS panel or tribunal, as the case may be, these costs shall be repayable to SARU and MyPlayers by the Player. However, should the Player's legal representative advise SARU and MyPlayers that, based on all the evidence available, the Player's chances of success are remote, SARU and MyPlayers may in its discretion decide to withdraw any further funding.

49.5 In the event that a National Player tests positive for a banned substance and accused of having committed an anti-doping offence, his/her contract may be suspended after three months from the date of being notified of such positive test, provided that SARU must have complied with its undertakings in clause 49.7 below and shall substantially comply

with the procedures set out in the Labour Relations Act 66 of 1995 entitling the Player to a fair hearing, prior to terminating the Player Contract. If the doping offence cannot be proven by the anti-doping agency involved or the National Player's period of ineligibility is reduced to less than three months, the National Player must be reimbursed for the income forfeited during the period that his contract was suspended for.

49.6 In the event that a Provincial Player tests positive for a banned substance and/or is accused of having committed an anti-doping offence, his contract may be suspended after three months from the date of notification by the Anti-Doping Agency of such positive test, provided that:

49.6.1 the Province and SARU (if applicable) has complied with its obligations in clause 49.8 below;

49.6.2 prior to suspending the Provincial Player's contract, the Province and SARU (if applicable) substantially complied with the procedures set out in the Act entitling the Provincial Player to a fair hearing; and

49.7 If a Player contemplated in clause 49.4 is subsequently found not guilty of the anti-doping offence, the suspension shall be uplifted immediately, and the Player shall be reimbursed any Remuneration lost as a result of the suspension.

49.8 The Province and SARU undertakes -

49.8.1 never to require of any Contracted Player to ingest any prohibited substance (including, but not limited to the substances listed in the WADA Prohibited List) and to ensure that a person who does so on its behalf is properly disciplined;

49.8.2 to ensure that all supplements, food and beverages provided to a Contracted Player, as the case may be, will not be contaminated by any prohibited substances; and

49.8.3 to adequately educate the Contracted Player at least annually on the dangers of doping and on how to apply for Therapeutic Use Exemptions.

49.9 The Contracted Players undertake never to take any supplement/s unless approval of its use has been granted by a member of the medical team of the Province or SARU (i.e. a registered HPCSA team medical doctor or registered HPCSA dietician).

50 HOURS OF WORK

50.1 To the extent that a Contracted Player may be required to work in excess of the maximum number of ordinary working hours permitted by law, and in the event of a Province or SARU being obliged by law to remunerate the Contracted Player at increased rates in respect of such work, a Province shall, *in lieu* of paying the Contracted Player at the increased rates, grant the Contracted Player time off in line with applicable legislation.

50.2 During Competitions, where Contracted Players are required to play and/or travel materially outside their normal working Day(s) and on Saturdays and Sundays, a Province shall give such Contracted Players one full day off and the Contracted Player will receive his normal Remuneration for such day.

50.3 In the event that a Contracted Player is required to participate in the execution of the Contracted Players Commercial Rights and such an execution falls on an off day, the consent of the Contracted Player will be required, and such consent may not be unreasonably withheld by the Contracted Player, provided that the Contracted Player has received sufficient notice of the Appearance.

51 PARENTAL, ADOPTION AND COMMSSIONING PARENTAL LEAVE

51.1 Entitlement

51.1.1 A Player who becomes a Parent shall be entitled to Parental Leave of up to 4 (four) consecutive months and 10 (ten) days, which leave may be shared between eligible Parents in accordance with applicable labour legislation.

51.1.2 Where both Parents are employed, the total Parental Leave entitlement shall be shared between them as agreed, whether consecutively or concurrently, provided that the combined leave shall not exceed the statutory maximum.

51.1.3 Parental Leave shall commence:

51.1.3.1 in the case of birth, on the date of birth or such earlier date (not exceeding 4 (four) weeks prior to the expected date of birth) as permitted by law;

51.1.3.2 in the case of adoption, on the date the child is placed in the care of the adoptive Parent pursuant to a lawful adoption order;

51.1.3.3 in the case of surrogacy, on the date of birth of the child.

51.2 **Medical recovery (birth parent)**

51.2.1 A Player who gives birth shall not return to rugby-playing services for a period of at least 6 (six) weeks following the birth, unless a registered medical practitioner certifies that she is fit to do so.

51.2.2 This recovery period shall form part of the overall Parental Leave entitlement.

51.2.3 Nothing in this clause shall prejudice a Player's entitlement to maternity leave as required by the Basic Conditions of Employment Act 75 of 1997.

51.3 **Remuneration during leave**

51.3.1 Parental Leave shall be unpaid by the Province and/or SARU, unless otherwise expressly agreed in writing.

51.3.2 The Province and/or SARU, as the case may be, shall advance the Player's Salary during the maternity leave period, provided that an amount equal to the Unemployment Insurance Fund ("UIF") benefit paid to the Player, must be refunded to the Province and/or SARU, as the case may be, within 7 (seven) days from the date of receipt thereof by the Player. The Province and/or SARU, as the case may be, shall therefore only be liable for the shortfall between the Player's Salary and the UIF benefit.[10]

[10] For the avoidance of doubt – if the Player does not qualify for UIF benefits in terms of its eligibility rules, then the parental leave shall be unpaid leave.

51.3.3 SARU and/or the Province, as the case may be, shall provide reasonable administrative assistance to enable the Player to process UIF claims but shall not be liable for any delay or refusal by the UIF.

51.3.4 Benefits linked to active participation (including match fees, win bonuses, squad assembly fees, performance incentives, and similar variable payments) shall not accrue during periods of parental leave.

51.4 **Notification and proof**

51.4.1 A Player intending to take Parental Leave shall notify SARU and/or the Province, as the case may be, in writing:

51.4.1.1 at least 3 (three) months before the expected commencement of the Parental Leave; or

51.4.1.2 as soon as reasonably practicable where 3 (three) months' notice is not possible.

51.4.2 SARU and/or the Province may require reasonable documentary proof, including:

51.4.2.1 medical confirmation of pregnancy and expected delivery date;

51.4.2.2 proof of fatherhood/motherhood;

51.4.2.3 a copy of the adoption order;

51.4.2.4 a High Court-confirmed surrogacy agreement; or

51.4.2.5 proof of placement of the child.

51.5 **Effect on Player Contract and selection**

51.5.1 The Player's Player Contract shall not terminate by reason only of Parental Leave.

51.5.2 The period of Parental Leave shall count as continuous service for purposes of contractual duration and shall be considered as part of the Leave and Non-contact Weeks to which the Player is entitled to in terms of clause 64 of this Agreement.

51.5.3 A Player shall not be required to be available to participate in Matches, tournaments or National Duty during the period of Parental Leave.

51.5.4 Upon return, the Player shall be subject to normal medical clearance, conditioning requirements, and return-to-play protocols.

51.6 **Non-discrimination**

51.6.1 No Player shall be unfairly discriminated against on the basis of pregnancy, parenthood, adoption, or participation in a lawful surrogacy arrangement.

52 MEDICAL AID COVER

52.1 The Parties recognise the importance of a healthcare arrangement for rugby players in South Africa and agree that a Player shall not be permitted to render any rugby playing services to a Province or SARU and/or train with a Province or SARU and/or participate in a Match without being a Member of a Nominated Comprehensive Medical Scheme, unless the provisions of clause 52.2 below applies.

52.2 The Parties further recognise and agree that, subject to clause 52.11, membership of a Nominated Comprehensive Medical Scheme shall be compulsory for all Contracted Players for the duration of their Player Contracts and shall therefore be a condition of employment of all Contracted Players, except where the Contracted Player is listed as a dependant of his spouse's or parent's medical scheme or is a Club Player with a Club Player Contract who is already a member of a Comprehensive Medical Scheme which specifically covers rugby related injuries.

52.3 Notwithstanding the exemption in clause 52.2 above, any Contracted Player who satisfies the medical scheme requirement by being listed as a dependent on a spouse's or parent's comprehensive medical scheme shall nevertheless be required to participate in the compulsory employer group GAP cover.

52.4 A Province and/or SARU, as the case may be, shall be responsible for the reasonable and necessary medical treatment costs arising directly from any rugby-related injury sustained by a Contracted Player and/or Club Player while rendering rugby-playing services to the Province or SARU, provided that –

52.4.1 Such obligation shall be strictly limited to the extent that the relevant medical costs are not covered by the Player's Nominated Comprehensive Medical Scheme or Comprehensive Medical Scheme and GAP Cover; and

52.4.2 The Player shall submit all medical claims to his medical scheme and GAP cover in the first instance and provide written proof of submission, payment, and the outstanding shortfall; and

52.4.3 The Province or SARU shall only be liable for the verified shortfall between the reasonable, necessary and rugby-related medical costs incurred; and the amount paid or payable by the Player's medical scheme and GAP cover.

52.4.4 No liability shall arise in respect of elective or cosmetic procedures, treatment not medically necessary or charges exceeding reasonable and customary medical tariffs, unless pre-approved in writing.

52.4.5 The Province or SARU shall not be liable for any amount recoverable under any insurance policy, compensation fund, or third-party claim available to the Player.

52.4.6 The Province or SARU shall act strictly as a secondary payer and shall not assume the role of a primary medical insurer.

52.5 Club Players playing for SARU will be provided with comprehensive medical aid cover and MyPlayers' Appointed Financial Advisor will attempt to arrange membership of a Nominated Comprehensive Medical Scheme as soon as the Club Player is selected to render services to SARU and, if successful, SARU will be responsible for paying the Club Player's medical aid premiums.

52.6 The Appointed Financial Advisor shall use his best endeavours to procure membership of a Nominated Comprehensive Medical Scheme on reasonable terms for a Club Player, and if he is unable to do so, SARU shall be responsible for all the Player's medical expenses with a private medical facility and with medical professionals approved by MyPlayers.

52.7 In order to ensure access to healthcare, and rehabilitation treatment and management for Contracted Players, and to mitigate medical expenses risk for Provinces and/or SARU and Contracted Players, the Provinces and SARU have agreed to comply with the following –

52.7.1 prior to the first day of employment of a Contracted Player at a Province or SARU, the Player must complete the on-boarding documentation and deliver same to the Province or SARU to ensure that the Province or SARU may administer payments to the Nominated Comprehensive Medical Scheme; and/or

52.7.2 prior to the first day of employment of a Contracted Player, a Province or SARU must obtain proof of membership of a spouse's and/or parent's Comprehensive Medical Scheme and the proof of GAP cover;

52.7.3 Thereafter, membership of a Comprehensive Medical Scheme will be verified by a Province and/or SARU every six months; and

52.7.4 the Provinces and/or SARU will identify a responsible person or persons at the Provinces and/or SARU who will attend to the reasonable requests for information and documentation as advised by the Appointed Financial Advisor.

52.8 The Appointed Financial Advisor will annually review the best suited and appropriate medical cover for Contracted Players and will provide a full cover description, application

and process guide to the Province or SARU and list the Nominated Comprehensive Medical Schemes for the following year.

52.9 Save where the provisions of clause 52.2 applies, the on-boarding administration and premium deduction for the Nominated Comprehensive Medical Scheme cover will be done by the Province or SARU where the Contracted Player is primarily employed.

52.10 The on-boarding process referred to in clause 52.7.1 above is subject to the following –

52.10.1 Relevant application documents must be completed by the Province or SARU;

52.10.2 The Province or SARU must submit the application documents to the Appointed Financial Adviser for submission to the scheme;

52.10.3 The Province or SARU shall ensure that every Contracted Player is uploaded on the Province's medical aid provider pay point;

52.10.4 The Appointed Financial Advisor shall provide monthly premium schedules to the Provinces or SARU;

52.10.5 The applicable monthly premiums shall be deducted from the Remuneration of the Contracted Player and will be paid over by the Province or SARU (i.e. the primary employer) to the relevant medical aid fund by no later than the 5th day of the month following the deduction; and

52.10.6 The Provinces or SARU shall sign the applicable "financial advisor note" ensuring that such Appointed Financial Advisors of MyPlayers can assist the Provinces or SARU with the medical aid administration.

52.11 During periods of overseas travel, the Province or SARU, as the case may be, shall arrange and pay for the costs of additional comprehensive medical insurance, to cover the Contracted Players for medical expenses related to rugby injuries, and injuries not covered under the Nominated Comprehensive Medical Schemes or Comprehensive Medical Schemes referred to in this clause.

52.12 Provisions applicable to Foreign Based Players:

52.12.1 Foreign Based Players will be provided cover as required by Regulation 9 of WR for the period they are selected to render services to SARU.

52.12.2 MyPlayers' Appointed Financial Advisor will use its best endeavours to arrange comprehensive medical aid cover for a Foreign Based Player on reasonable terms as soon as such Foreign Based Player is selected to render services to SARU and, if successful, SARU will be responsible for paying the premiums for such Foreign Based Player's medical aid scheme. If he is unable to do so, SARU shall be responsible for all the Foreign Based Player's medical expenses with a private medical facility and with medical professionals approved by MyPlayers.

53 REMUNERATION FOR TEMPORARY DISABILITY AND CATASTROPHIC INJURY OF CONTRACTED PLAYERS

53.1 Subject to clauses 53.3, 53.4,53.5 and 53.7 below, each Province or SARU agrees to pay to a Contracted Player with a Temporary Disability, his monthly Salary from the date of the incident which caused the Temporary Disability as follows:

53.1.1 for a period of 18 (eighteen) months or, until the Contracted Player has been declared fit, whichever occurs first, if such Temporary Disability occurs in the final 18 (eighteen) months of the Contracted Players contract; or

53.1.2 for the remainder of the Contracted Player’s contract, limited to a maximum period of 24 (twenty-four) months, or until the Contracted Player has been declared fit, whichever occurs first, if such Temporary Disability occurs before the final 18 (eighteen) months of a Contracted Player’s contract.

53.2 For purposes of this clause 53 the, Monthly Salary of a Club Player with a Club Player Contract shall be deemed to be the relevant Match Fee payable to the Club Player in terms of the Club Player Contract entered into between the Province and the Player, multiplied by four.

53.3 For purposes of this clause 53 the Monthly Salary of a Player contracted by SARU in terms of clause 7 hereof shall be deemed to be the amount payable to the Player per week multiplied by four.

53.4 SARU shall only incur any liability to pay the Provincial Player's Remuneration, on the terms set out in this Agreement, in the event that the Provincial Player's Temporary Disability or Catastrophic injury arises during a Period of Secondment and the Province does not or cannot fulfil its duties to the Provincial Player in terms of this agreement.

53.5 For the avoidance of doubt the exclusions referred to in clause 53.11 below will only be applicable after:

53.5.1 180 (one hundred and eighty) days from the date of the incident which caused the Temporary Disability in respect of Players contracted at International Franchises; or

53.5.2 90 (ninety) days from the date of the incident which caused the Temporary Disability in respect of Players contracted at Domestic Franchises or Non-Franchises.

53.6 In addition to clause 53.1 above, each Province agrees to pay to each Contracted Player the Catastrophic Injury Amount, in respect of a Catastrophic Injury incurred by a Contracted Player, after the expiry of the periods as stipulated in clause 53.1 above.

53.7 Each Province or SARU agrees to pay to each Contracted Player with a Temporary Disability or Catastrophic Injury who failed to transfer his Collective Commercial Rights to the Players Trust his Monthly Salary as set out below:

53.7.1 180 (one hundred and eighty) days from date of the incident which caused the Temporary Disability in respect of a Contracted Player at International Franchises; or

53.7.2 90 (ninety) days from date of the incident which caused the Temporary Disability in respect of a Contracted Player at Domestic Franchises or Non-Franchises.

53.8 A Contracted Player with a Temporary Disability shall be obliged to complete his rehabilitation at and under the supervision of the Province with which he was employed at the time of the injury and/or SARU, unless the Province and/or SARU and the Player agree otherwise in writing.

53.9 A Player may not move to another Province and/or SARU until he has passed all medical tests and has been declared fit to play by the medical team of such Province and/or SARU, unless the current Province and/or SARU, and the new Province (if applicable) and the Player agree otherwise in writing in which event the Player shall be obliged to submit monthly reports on his rehabilitation to the Province with which he was employed at the time of his injury and/or SARU. If the Player refuses and/or neglects to do the rehabilitation as prescribed by the Province's and/or SARU's medical team and/or agreed between the Parties, the Province and/or SARU may cease payment of the Remuneration due to the Player in terms of clause 53.1 and 53.2 above.

53.10 Prior to declaring a Player fit to play, the medical team of the Province and/or SARU, as the case may be, must engage a multidisciplinary medical and performance team, including a team medical doctor, physiotherapist, rehabilitation specialist, and conditioning professionals.

53.10.1 The medical team must collaborate in the assessment, rehabilitation, and conditioning of injured Players. All professional opinions must be considered in the return-to-play process. However, the final authority to medically declare a Player fit for full contact training and match participation shall lie with the team medical doctor, who must be a medical practitioner registered with the Health Professions Council of South Africa and operating within their defined scope of practice.

53.10.2 No Player may return to full contact training or match participation following injury or illness unless the team medical doctor, having consulted the appropriate professionals, has signed a formal declaration of fitness to play.

53.11 In the case of Temporary Disability and Catastrophic Injury of a Foreign Based Player, that Player's Remuneration shall be dealt with in terms of Regulation 9 of WR and SARU assumes all obligations imposed on it by Regulation 23.

53.12 General Exclusions

53.12.1 The Monthly Salary as stipulated in clause 53.1 above will not be payable if the injury or illness is in any direct or indirect way caused by, related to, or a result of:

53.12.1.1 any nuclear reaction or nuclear radiation;

53.12.1.2 active participation in war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, military uprising, military or usurped power, martial law, insurrection, rebellion or revolution;

53.12.1.3 active participation in any mutiny, riot or civil commotion that assumes the proportions of or amounts to a popular uprising;

53.12.1.4 any act of terrorism or action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism, even if there are other causes or events that contribute to the claim at any stage. Terrorism means an act, the threat of an act, or any preparation for an act -

53.12.1.4.1 that may or may not involve violence or the use of force by any person or group (whether they are acting alone or on behalf of or in connection with any organisation, regime or any constitutional or practicing government);

53.12.1.4.2 that is, or appears to be, intended to intimidate, harm or influence any government, the public, or a section of the public, or to disrupt any segment of the economy; and

53.12.1.4.3 that from its nature or context is or appears to be done in connection with political, social, religious, ideological or similar causes or objectives.

53.12.2 The Monthly Salary as stipulated in clause 53.1 above will not be payable if the claim is in any direct or indirect way caused by, related to, or a result of:

53.12.2.1 a Contracted Player's attempted suicide or intentional self-inflicted injuries;

53.11.2.2 the influence of alcohol, drugs or narcotics upon the Contracted Player unless administered by a Member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a Member of the medical profession (other than himself);

53.12.2.3 the use of any substance in violation of the rules and regulations of WR; and

53.12.2.4 the use of performance enhancing substances, including but not limited to anabolic steroids, stimulants and corticosteroids, even if prescribed by a Member of the medical profession.

53.12.3 In addition to the above the following specific exclusions and limitations will apply:

53.12.3.1 The maximum Salary per Contracted Player per year will be limited to R5,000,000.00 (Five Million Rand);

53.12.3.2 The lifetime maximum/accumulation limit per Contracted Player will be 48 (forty-eight) months;

53.12.3.3 Pre-existing injuries, that are identified when a Player is contracted, will not be covered until the Contracted Player has completed 400 (four hundred) minutes official game time [200 (two hundred) minutes official game time for the Sevens format];

53.12.3.4 Permanent Exclusions as identified during the contract period that will include, but not be limited to, an injury arising from pre-existing

conditions or conditions of a degenerative of chronic nature and as a result of any disease, disorder or injury, loss of use of, complication or consequence thereof;;

53.12.3.5 The maximum age for a Contracted Player to remain eligible to receive the benefits contemplated in this clause is 36 (thirty-six) years.

53.13 The Province's or SARU's obligation to pay a Contracted Player as provided in this clause 53 shall recommence afresh in the event that the same injury recurs after the Contracted Player returns from injury after having been declared fit to play by a medical doctor appointed by the Province or SARU.

53.14 It is a condition of any Loan Agreement between Provinces that the Contracted Player will not be in a worse-off financial position should he sustain an injury during the Loan period.

53.15 In the event of a Temporary Disability sustained during a Once-off Invitational Match and/or preparation for such Once-off Invitational Match the Province shall remain liable for payment in terms of clause 53.1 above, unless the Province and the Player has agreed in writing to exclude the Province's liability in respect of such Once-off Invitational Match.

53.16 In the event of a Catastrophic Injury sustained during a Once-off Invitational match and/or preparation for such Once-off Invitational Match, the Province shall remain liable for payment in terms of clause 53.5 above, unless the Province and the Player has agreed in writing to exclude the Province's liability in respect of such Once-off Invitational Match.

53.17 Notwithstanding anything to the contrary contained in this Agreement or the Player Contract, where any of the exceptions contemplated in this clause apply and such exception results in the Player not receiving any Remuneration from SARU and/or the Province (as applicable) or any third party insurer by virtue of his employment with SARU and/or the Province, the Player shall be entitled, at his election and on written notice to SARU and/or the Province, to cancel his Player Contract with immediate effect. Upon such cancellation, the Player shall be released from all further obligations under the

Player Contract, without prejudice to any rights or entitlements that may have accrued prior to the date of cancellation.

54 PENSION FUND

54.1 All Contracted Players, except for Club Players with a Club Player Contract, shall contribute a minimum of 15% on a total cost-to-company (TCtC) basis to the Pension Fund.

54.2 Contracted Players whose annual Remuneration is below the SARS tax threshold amount shall contribute to the Pension Fund on a voluntary basis.

54.3 Annually, Contracted Players will not contribute more than the maximum tax-deductible amount as determined by SARS, which could be amended from time to time.

54.4 At their election Contracted Players may annually request a voluntary increase or a decrease in their contribution to the Pension Fund (subject to the minimum contribution determined in clause 54.1 and allowed in clause 54.2 and 54.3). Such request must be conveyed annually to SARU or the Province with which the Player is contracted and to MyPlayers before the 15th of February of each year. Such voluntary increases or decreases in contributions can be made in intervals of 2.5%, in accordance with the relevant Pension Fund rules.

54.5 The employer shall deduct the contributions as set out above monthly and pay it over to the Pension Fund, as determined by the Pension Funds Act, 1956 or any other applicable legislation.

54.6 Contracted Players that have previously in terms of the rules of the Pension Fund been excluded from making such contributions to the fund will continue to be excluded and no contributions will be made by and for them to the Pension Fund.

54.7 The employer must submit completed on boarding documentation prior to the 15th of the month in which the Player is contracted to confirm the deduction and payment to the

Pension Fund and such deductions will be reflected in the correct manner on the Provinces' or SARU payroll in order to comply with taxation requirements.

54.8 Contracted Players, who are not South African citizens, may elect not to contribute to the Pension Fund.

55 APPOINTED FINANCIAL ADVISORS

55.1 A financial advisor, who will upon appointment become the "Appointed Financial Advisor", will be appointed and contracted by MyPlayers or a subsidiary or associate company of MyPlayers and will either be in MyPlayers' employ or the employ of one of these subsidiaries or associated companies and/or will function as a sub-contractor thereof.

55.2 Before appointing the financial advisor, MyPlayers will submit to SAREO the name of the proposed financial advisor together with any particulars that may be relevant for purposes of SAREO considering the approval contemplated in clause 55.3. This will be done by way of an email to the chairperson and secretary of SAREO.

55.3 SAREO will not be entitled to withhold its approval of the appointment of the financial advisor unreasonably. In this regard, it is specifically recorded that such approval will be unreasonably withheld if the financial advisor or its key individual(s) is/are `fit and proper' for purposes of the Financial Advisors and Intermediary Services Act 37 of 2002 ("FAIS Act").

55.4 SAREO shall inform MyPlayers of its decision (to approve the appointment of the financial advisor, or not) in writing within 7 (seven) days of receipt of the email referred to in clause 55.2 above.

55.5 Should SAREO decide not to approve the financial advisor, it shall submit written reasons for such refusal to MyPlayers, along with notification of its decision in accordance with clause 55.4 above, within 5 (five) days of receiving the particulars of the financial advisor from MyPlayers.

55.6 MyPlayers shall comment on the reasons advanced by SAREO within 7 (seven) days after receipt thereof.

55.7 Should the Parties not be able to agree on a financial advisor within 14 (fourteen) days of MyPlayers having been informed of SAREO's decision not to approve the appointment of the financial advisor, a dispute will be deemed to have arisen and either Party shall be entitled immediately to submit such dispute for arbitration in terms of clause 67 of the Agreement.

55.8 The sole issue to be decided by Arbitration shall be whether SAREO's refusal to approve the appointment of the financial advisor nominated by MyPlayers was reasonable or not. The evidence presented to the Arbitrator shall be limited to this Agreement and the correspondence between the Parties relating to this dispute. In all other respects and only insofar as it does contradict what is agreed to herein, the provisions relating to arbitration as set out in the Agreement will be adhered to.

55.9 Pending the outcome of the arbitration, MyPlayers may engage the financial advisor subject to a condition that it may terminate the financial advisor's employment if the outcome of the arbitration is that SAREO's objection to the financial advisor is reasonable.

55.10 The unsuccessful party in the Arbitration shall bear the costs of the arbitration.

55.11 Subject thereto that the financial advisor continues to meet the requirements of the FAIS Act and the codes and regulations issued in terms thereof, the financial advisor's appointment shall endure until such time as MyPlayers terminates his/its appointment. For the appointment of a new financial advisor, the provisions of clauses 55.1 to 55.8 shall again apply.

55.12 Should MyPlayers contemplate terminating the tenure of the Appointed Financial Advisor at any time, and for whatever reason, MyPlayers shall immediately consult in good faith with SAREO. During the consultation process MyPlayers shall motivate its reasons and explain its intentions regarding the replacement of the Appointed Financial Advisor. In the event that SAREO, after consultation, disagrees with MyPlayers' proposal to terminate the financial advisor's tenure, and motivates its disagreement, and MyPlayers thereafter intends proceeding with the dismissal, MyPlayers shall immediately provide SAREO with its reasons for overriding SAREO's objection.

55.13 Notwithstanding that SAREO may have agreed to the appointment of the Appointed Financial Advisor, SAREO may, after having done so and on reasonable grounds, motivate in writing to MyPlayers why the appointment/tenure of the Appointed Financial Advisor ought to be terminated. MyPlayers shall give serious consideration to the motivation of SAREO, and if it disagrees, provide SAREO with written reasons for so disagreeing. Should the Parties not be able to agree on whether the appointment/tenure of the Appointed Financial Advisor ought to be terminated, within 14 (fourteen) days of SAREO having been informed of MyPlayers' decision not to terminate it, a dispute will be deemed to have arisen and either party shall be entitled immediately to submit such dispute for arbitration in terms of clause 67 of this Agreement. The sole issue to be decided by arbitration shall be whether the appointment of the Appointed Financial Advisor should be terminated, or not. The evidence presented to the Arbitrator shall be limited to this Agreement and the correspondence between the Parties relating to this dispute. In all other respects and only insofar as it does contradict what is agreed to herein, the provisions relating to arbitration as set out in the Agreement will be adhered to.

55.14 Pending the outcome of the arbitration, MyPlayers may continue to engage the Appointed Financial Advisor.

55.15 The Appointed Financial Advisor shall advise the MyPlayers and SAREO in writing on the Schemes to be nominated for purposes of medical cover and propose a scheme or schemes for such purposes and set out the reasons for the desirability of nominating such schemes. Such advice shall be emailed to both Parties simultaneously.

55.16 Once the Appointed Financial Advisor and the schemes have been appointed and nominated for purposes of this clause 55, SAREO will only be advised annually in writing (in addition to those instances specifically provided for herein otherwise) if and when there are substantial changes to the terms and conditions of cover in terms of the schemes' benefits.

55.17 All group financial insurance products (including only the Nominated Comprehensive Medical Scheme, GAP cover, Pension Fund and Income Replacement Insurance) will be advised by the Appointed Financial Adviser. If a Contacted Player wants to elect his own insurance product/s, to be advised on by his own appointed financial adviser, outside this arrangement, the adviser needs to confirm in writing to MyPlayers and

SAREO the reason for the exclusion, the confirmation that all employment insurance requirements, as indicated in section 52, 53, 54 and 56, will be included and provided for comprehensively and a guarantee that this will be without any additional risk, cost or less benefits for the Employer or Contracted Player.

56 GENERAL GROUP INSURANCE COVER

56.1 This section provides for additional group insurance product take-up by Contracted Players.

56.2 These products will be introduced to provide cover for risks associated to Contracted Players while employed with a Province or SARU.

56.3 The cost of any such product shall be carried by the Contracted Player and shall form part of his total cost-to-company Remuneration.

56.4 Provinces and/or SARU, as the case may be, shall be responsible for the administration, premium deduction and premium payment associated with these additional group insurance products.

56.5 The availability and development of these group insurance products shall be confirmed by MyPlayers or a subsidiary or associated company of MyPlayers. This will include, but not be limited to group disability top-up cover for Contracted Players earning more than R5 000 000.00 (five million rand) per annum, Catastrophic Injury benefits, etc.

56.6 Contracted Player participation in any such products needs to be communicated and confirmed to the Province and/or SARU by the Contracted Player or MyPlayers or subsidiary or associated company of MyPlayers.

57 TRAVEL AND ACCOMMODATION

57.1 Province or SARU, as the case may be, will provide and pay for accommodation and travel required for all Contracted Players performing their Duties under this Agreement.

57.2 Provinces and/or SARU retain the right, in its absolute discretion, to determine the standard of the Contracted Players' accommodation and travel during assembly for

training camps, Matches and tours in line with the respective travel and accommodation policies of the Provinces and/or SARU.

57.3 Provinces and/or SARU shall arrange and pay for the cost of comprehensive travel insurance in an amount to be determined within the sole discretion of the relevant Province or SARU to cover Contracted Players for theft or loss of personal belongings during periods of national and overseas travel.

57.4 A Contracted Player is personally responsible and liable for all telephone calls, internet services, room service, personal dry cleaning, or other personal services, made or ordered by the Contracted Player from accommodation arranged by the Province or SARU. These costs may be deducted by the Province or SARU from the Contracted Player's Remuneration payable to him after providing written details of the deductions to the Contracted Player.

57.5 A Province will provide free transport to Contracted Players or refund them the official SARS kilometer rate for the use of their private motor vehicles if Contracted Players are required to play in Matches for the Province at venues more than 50 (fifty) kilometers from their Home Ground.

57.6 Provinces or SARU, as the case may be, will always provide Contracted Players with sufficient sustenance and refreshment when travelling for the Province.

57.7 **International Travel**

57.7.1 With effect from 1 July 2025, the following travel arrangements for Contracted Players participating in International Professional Competitions shall apply:

57.7.1.1 No Province may require Contracted Players to undergo an International Flight for purposes of participating in any International Provincial Competition, where such flight has more than one stop-over, and there is no business class lounge available for the Contracted Players' access during such stop-over. For the avoidance of doubt, shorter connection flights (shorter than 5 hours) following the international leg of an international flight, shall not be

counted towards the stop-overs on an International Flight.[11]

57.7.1.2 Provinces shall secure 15 (fifteen) business class seats for its starting line-up (i.e., Players 1 - 15) reasonably expected to participate in the first Match following the relevant international flight, in respect of all international flights undertaken by its Contracted Players to participate in International Professional Competitions.

57.7.1.3 Provinces shall, furthermore, secure 8 (eight) premium economy class seats (being seats that provide additional legroom and space compared to economy class) for Contracted Players numbered 16 to 23 of the Squad who are reasonably expected to participate in the first Match following the relevant international flight, in respect of all international flights undertaken by its Contracted Players to participate In International Professional Competitions.

57.7.1.4 All remaining Contracted Players, excluding those required to be flown in business or premium economy class in terms of this clause, may be flown in economy class.

57.7.1.5 If no premier economy class seats are available, then Contracted Players 16 to 23 must be flown in business class.

57.7.1.6 If no business class seats are available on the relevant flight, Contracted Players numbered 1 to 15 shall be flown in premium economy class.

57.7.2 Provinces must book all international flights at least 2 (two) months prior to the start of the relevant International Provincial Competition. In the event that the seat configuration as agreed to in 57.7.1.1 to 57.7.1.6 could not be achieved, written confirmation from a reputable third-party travel agent will be provided to MyPlayers providing reasons as to why the seat configuration could not be achieved and listing all the airline options that were considered. Such confirmation will be provided to MyPlayers at least 6 (six) weeks prior to the start of the relevant International Provincial Competition.

57.7.3 The requirements set out in clauses 57.7.1.1 to 57.7.1.6 above, shall not apply in the event of chartered flights, i.e. flights which are arranged specifically for the group of Contracted Players and which is not a commercial flight.

57.7.4 In order to comply with the requirements of clause 57.7.1 above ("the Business Class Option") and due to financial constraints, the Provinces may be obligated to book flights that follow longer routes, to cater for the Business Class Option, which means that Players spend more time on an airplane and/or that the flight may be subject to more delays and stop-overs than would have been the case had the Province not been obligated to pay for the higher cost of business class and premium economy-class seating.

57.7.4.1 The Parties agree that, in these circumstances, there may arise situations wherein it may be preferable – both for Players and the Province involved in the first Match following the international flight – to travel, internationally, direct (uninterrupted – without stop-overs), via the shortest possible route to a Match, rather than to travel a longer route, with one or more stop-overs, even though such shorter flight may not provide the Players with the Business Class Option, but only economy class seats.

57.7.4.2 In the event that a Province wishes to depart from the Business Class Option, i.e. the arrangements provided for in clause 57.7.1 above, within a reasonable time before flights are booked for a Match, a Province will, in writing, inform its Players, eligible to play in the relevant Match, whether they have the option of selecting between the following:

57.7.4.2.1 "The Alternative Option" - a direct, or shorter flight (than the flight involved in the Business Class Option), to the Match, with economy class seating; or

57.7.4.2.2 "The Business Class Option" – a more expensive option complying with the requirements set out in clause 57.7.1 above;

57.7.4.2.3 Of the flight details for both options, including the duration of the flights, the airline(s) hosting the flights, the departing airports and the destination airports, and the number of stopovers involved in the flight (if any);

in order for the Players to compare the two options.

57.7.4.3 The Players will, within 72 (seventy two) hours of receiving the notice in terms of clause 57.7.4.2 above, decide, after whatever collective decision-making process they decide in following for this purpose, revert to the Province, in writing, through their player representative (the captain or other person nominated by them for this purpose), advising whether they prefer the Business Class Option or the Alternative Option.

57.7.4.4 The Province will give effect to the option exercised by the Players in the manner afore stated, provided that the option is exercised timeously.

57.7.4.5 In the event that the Players fail to exercise their option timeously, the Province will be entitled to choose the option from the ones conveyed to the Players.

57.7.4.6 In the absence of a notice given by the Province in term of clause 57.7.4.2 above, the Province will give effect to the Business Class Option as stipulated in clause 57.7.1 above.

57.7.4.7 The Province, in formulating and making the options in clause 57.7.4.2 available to the Players, will always make the Players' welfare and convenience the primary priority and the Player will exercise their election with due consideration to the costs involved in each of the options.

58 CONTRACTED PLAYER EDUCATION

58.1 SARU and the Province shall educate Contracted Players on the laws, rules and regulations pertaining to the Game – particularly the by-laws and regulations of WR,

SARU's constitution, SARU's code of conduct, regulations, policies and directions of SARU, and also those of the Province – and inform them of any changes to these from time to time, as and when these changes take place.

58.2 SARU and Province shall also educate the Contracted Players on the laws relating to doping in the Game and advise them of the risks and consequences of doping.

58.3 Each Province shall provide its Contracted Players with at least one compulsory anti-doping education session per year.

59 CONTRACTED PLAYERS' COLLECTIVE COMMERCIAL RIGHTS AND PLAYER ATTRIBUTES

59.1 It is recorded that the Players Trust and SARU have concluded an agreement (hereinafter "the SARU/Players Trust Agreement") under which SARU has acquired the Players' Collective Commercial Rights for all Contracted Players who have transferred their Players' Collective Commercial Rights to the Players Trust. It is further noted that in terms of the SARU / Players Trust Agreement, the Players Trust has granted to SARU and the Provinces to use of such Players Collective Commercial Rights.

59.2 Should the Players Trust at any time, and for any reason whatsoever, fail to obtain and/or hold the Players' Collective Commercial Rights in respect of any Contracted Player then SARU or the Province to whom the Player is contracted shall for as long as the Players Trust so fails to obtain and/or hold such Players' Collective Commercial Rights, have the right to use the Players' Collective Commercial Rights of the Contracted Player by virtue of this Agreement, and at no cost to the Province and SARU.

59.3 Should a Contracted Player, at any time subsequent to the conclusion of the SARU/Players Trust agreement or this Agreement, transfer to the Players' Trust the right to use his Players' Collective Commercial Rights, then the use thereof shall be made available to SARU and the Province to which the Player is contracted, by virtue of the SARU/Player's Trust Agreement, and not by virtue of this Agreement, and from the date on which the Contracted Player transfers such right to the Players Trust.

60 CONTRACTED PLAYERS' USE OF THEIR PLAYER ATTRIBUTES

60.1 Players shall not, whilst contracted to SARU or a Province, and without the prior written

consent of SARU or the Province –

60.1.1 conclude any agreement, or make any arrangement concerning:

60.1.2 any Appearances; or

60.1.3 the use of their Player Attributes for the purpose of endorsing, promoting and/or marketing any party;

60.1.4 communicate with, or write for, the media;

60.1.5 be involved in a radio or television broadcast; or

60.1.6 enter into any agreement relating to the internet.

60.2 Should a Contracted Player wish to obtain SARU or his Province's consent as contemplated in clause 60.1 the Contracted Player shall address a written request to SARU or his Province. SARU or the Province shall respond in writing within 3 (three) working days of receiving the request and shall either grant or deny the request. Should the SARU or the Province deny the request, it shall provide the Contracted Player with brief reasons for such denial.

60.3 If the Province or SARU fails to respond within the time period contemplated in clause 60.2 above, the Province or SARU shall be deemed to have granted the request.

60.4 A Province or SARU may not withhold the consent contemplated in clause 60.2 unless the Agreement or arrangement referred to in clause 60.1 –

60.4.1 relates to products or services directly competitive with those of SARU or the Province and/or its Sponsors or Suppliers;

60.4.2 involves the disclosure of Confidential Information or is prejudicial to the interests of the Province, SARU, WR or the Game; or

60.4.3 tends to bring the Game and/or the Province into disrepute.

60.5 When participating in any Appearance after having obtained SARU or a Province's consent, a Contracted Player may not, unless the Province or SARU has expressly given

such consent in writing, appear in the Province's or SARU's jersey, Apparel or colours or generally use or apply the Provinces' or SARU's Intellectual Property.

60.6 Notwithstanding anything to the contrary in this Agreement, if an existing agreement, other than an agreement contemplated in clause 60, between a Contracted Player and a third party concerning any matter set out in clause 60.1 of this Agreement and relating to products or services competitive with those of SARU or his Province, or one or more of SARU or the Province's Sponsors, terminates during the term of his agreement with the Province or SARU, the Province or SARU's Sponsor shall have the first option of entering into an agreement with the Contracted Player on at least similar terms to those offered by such third party. Should the Sponsor elect not to exercise the option the Contracted Player shall be entitled to renew the Agreement with the third party.

60.7 An "existing agreement" for the purposes of clause 60.6 means an agreement in existence when the Player concluded his Player Contract with SARU or the Province.

60.8 Provinces and SARU shall keep written records of the number of Commercial Appearances and Non-Commercial Appearances made by the Contracted Players and of the time, duration and type of each Commercial Appearance, and provide MyPlayers with a copy of these records whenever requested to do so by MyPlayers.

60.9 Multiple Appearances made simultaneously on a digital platform or various platforms will be regarded as a single Appearance provided that the three-hour time limit is not exceeded.

61 OFFICIAL APPAREL, TECHNICAL GEAR AND FOOTWEAR

61.1 SARU and/or the Provinces will provide Players with the official Apparel and Technical Gear (if any) in terms of the agreements entered into with its Sponsors.

61.2 Whilst performing his services for a Province and/or SARU, the Player shall be entitled to wear Footwear of his choice while training or playing Matches and, to receive endorsement fees or other payments for this.

61.3 Players will be required to wear running shoes provided by the Sponsor of SARU when disembarking from the national team bus on Match days and/or when the Player attends an official signing session as part of the National Team Squad, save for circumstances

where Players are wearing the official formal wear of the National Team Squad.

61.4 The Player must wear the official Apparel and/or Technical Gear of the Sponsors of the Province and/or SARU when training, playing Matches, travelling or appearing in public in a Team Capacity as a member of a National Team Squad or the Squad of a Province during and within the scope of his duties.

61.5 The Player shall not remove, alter or obscure any logos, brand names or identification devices on the official accessories, Apparel, clothing, equipment or Technical Gear provided to the Player by the Sponsors.

61.6 The Player may not wear clothing with logos or brand names which are conflicting with those of the Sponsors of SARU and/or the Province while officially training, playing Matches, travelling, or appearing in public as a member of a National Team Squad or Squad of a Province during and within the scope of his duties. The Contracted Player may only wear such Apparel or Technical Gear if he fully blocks out such competing logos, brand names or other distinguishing marks.

61.7 The Player shall furthermore not display any logos, brand names or identification devices of any conflicting sponsor of the Province and/or SARU whilst dressed in formal wear of the National Team Squad or Squad of a Province.

61.8 The Player shall have the right to secure personal endorsements with competitors of the Technical Gear Sponsors of SARU and/or the Province, provided that such Technical Gear shall be green or black only (and if green, then the same colour green as the Springbok jersey which the Player must wear) and further provided that he removes and/or covers and/or blocks out the name and/or logos or other distinguishing marks of the competitors from/of such Technical Gear. For the avoidance of doubt, the Player shall be entitled to wear black Technical Gear only when playing for a Province and black or green Technical Gear only when playing for the Springboks.

61.9 The Player shall not display any marks which are not allowed in terms of schedule I of WR regulation 11.

62 MISCONDUCT AND DISCIPLINARY PROCEDURE

62.1 Contracted Players shall conduct themselves consistently with their status as professional rugby Contracted Players and in accordance with the disciplinary rules and

regulations applicable to them. These rules include those of the Province and SARU.

62.2 If a Contracted Player is guilty of any misconduct, whether on or away from the field of play, during the term of his Player Contract, the Province or SARU, as the case may be, shall be responsible for disciplining the Contracted Player.

62.3 The Province and/or SARU will have the right to discipline a Contracted Player seconded to them for any misconduct, whether on or away from the field of play. The Contracted Player herewith agrees to subject himself to the Disciplinary Code, attached hereto (schedule 15), and/or including any penalty or sanction imposed against him, provided that the disciplinary action would not unreasonably interfere with the Player Contract of the Contracted Player. Notwithstanding the aforementioned, SARU or the Province may refer the misconduct complaint against the Contracted Player seconded to them to be dealt with by the primary employer.

62.4 The Contracted Player is entitled to legal representation at any disciplinary inquiry conducted under the provisions of this Agreement.

62.5 The Contracted Player shall further refrain from actions or lack of actions which constitute misconduct under the Disciplinary Regulations of WR, SARU and the Province. Should the Contracted Player be guilty of misconduct as construed therein, disciplinary action with the appropriate sanction provided for in the aforementioned Regulations shall be enforceable on the Contracted Player.

62.6 In the event that the Contracted Player is suspended from playing Matches for whatever reason, the Contracted Player shall be obliged to do other duties such as, but not limited to, coaching clinics, Appearances, etc. as may be directed by the Province or SARU.

63 LEGAL REPRESENTATION

63.1 It is recorded that SARU, SAREO and MyPlayers are committed to ensuring that the Contracted Player is allowed prompt access to legal representation at citing proceedings during local and overseas Matches played by the Contracted Player. To this end, SARU, SAREO and MyPlayers have agreed to use their best efforts to ensure that the Contracted Player can be legally represented.

63.2 SARU, SAREO and MyPlayers will, on an annual basis, agree on –

63.2.1 a panel of legal practitioners, who are skilled and experienced in disciplinary hearings, to represent the Contracted Players; and

63.2.2 the Parties will agree on the process of admitting new legal practitioners to the panel for such legal practitioners to be on standby to represent Contracted Players whenever a citing occurs, and legal representation is required.

63.3 The costs of local and overseas legal representation related to Contracted Players who represented a National Teams will be shared equally between MyPlayers and SARU. The costs of local legal representation related to Contracted Players who represented provincial teams, will be paid by MyPlayers. However, the Province may, in consultation with the Player, choose a legal representative of its choice, in which event the Province shall be liable for the costs of the legal representative.

64 PLAYER LOAD MANAGEMENT, ANNUAL LEAVE AND NON-CONTACT WEEKS

64.1 The Parties acknowledge that World Rugby supports the individualized management of player load, utilising best-practice tools, monitoring systems and evidence-based principles. This approach requires the ongoing measurement and assessment of all relevant aspects of player load, using appropriate technologies and methodologies, followed by informed decision-making that considers the Player's unique profile, history, medical status, match and training exposures, and overall welfare.

The Parties further acknowledge that World Rugby identifies individualized load management as the gold-standard approach to player welfare and recommends its implementation wherever the necessary expertise, resources and operational capacity exist.

Accordingly, the Parties agree that all leave entitlements, Rest Periods and Non-contact Week requirements set out in this clause shall be applied with due regard to these principles, and, where reasonably practicable, in a manner that supports the individualized management of each Player's load and long-term welfare.

64.2 A Contracted Player shall be entitled to 25 (twenty-five) Working Days' Annual Leave ("Off-season") in respect of each Leave Cycle, which Annual Leave may be taken during the applicable Player Contract, but subject to clause 64.3 and 64.4 below.

64.2.1 Annual Leave must be taken by a Contracted Player during the relevant Leave Cycle for which such leave accrues. A Contracted Player shall not be entitled to accumulate, carry forward, encash, or defer any Annual Leave beyond the Leave Cycle to which it relates.

64.2.2 Any Annual Leave not taken by a Contracted Player during the applicable Leave Cycle shall be forfeited, and the Contracted Player shall not be entitled to any payment *in lieu* of such untaken leave, save where payment *in lieu* of Annual Leave is required by applicable labour legislation upon termination of employment.

64.3 A Player contracted on a Player Contract the duration of which is less than 12 (twelve) months shall be entitled to pro-rata Annual Leave of 2,08 (two comma zero eight) days for each month of the Player Contract.

64.4 Taking into account the scheduling of SARU Competitions, the Provinces and/or SARU shall endeavor to grant Annual Leave at times that will promote player welfare and rest.

64.5 Up to and including 30 June 2026, and unless an individualized Rest Period has been agreed for a Player, the following Rest Period structure shall apply:

64.5.1 Annual Leave:
Each Contracted Player shall be granted a minimum of three (3) consecutive weeks of Annual Leave at least once during each Leave Cycle.

64.5.2 Non-contact Weeks:
Upon completion of the Annual Leave period referred to in sub-clause 64.5.1, the Player shall be afforded two (2) consecutive Non-contact Weeks, during which no Matches, live contact training, or collision-based activities may occur.

64.5.3 Pre-season Period:
Following the two Non-contact Weeks referred to in sub-clause (2), the Province and/or SARU shall implement a three (3) week pre-season period, during which the Player shall engage in progressively increased training load, including full-contact training activities, in preparation for Match participation.

64.6 With effect from 1 July 2026, and unless an individualized Rest Period has been agreed for a Player, the following minimum Rest Period requirements shall apply, in accordance with the World Rugby Player Load Guidelines:

64.6.1 Minimum annual Non-contact Weeks

64.6.1.1 Each Contracted Player must receive a minimum total of 12 (twelve) Non-contact Weeks per Season.

Non-contact Weeks may consist of Annual Leave, Parental Leave, injury rehabilitation periods, bye weeks, pre-season and travel periods, provided that no contact training, collision exposure, or Match participation occurs.

64.6.2 Annual Leave / Off-Season Requirements

64.6.2.1 Of the twelve (12) Non-contact Weeks required, a minimum of 5 (five) weeks shall constitute Annual Leave (Off-season).

64.6.2.2 At least three (3) consecutive weeks of the Annual Leave must be taken as a single uninterrupted block.

64.6.2.3 Annual Leave shall be free from *any* team assembly obligations. Training plans may be provided but must not be monitored, consistent with World Rugby's definition of leave.

64.6.2.4 The remaining 7 (seven) Non-contact Weeks may consist of leave, Parental Leave, injury rehabilitation periods, bye weeks, pre-season and travel periods.

64.6.3 International Match-Day Involvement Requirements

64.6.3.1 Players involved in international duty shall receive a minimum rest period of at least one Non-contact Week following their final Match of the international window, consistent with WR's global guidelines.

64.6.3.2 Where a Player is selected in the match-day 23 for 3 (three) or more consecutive International Matches across consecutive weeks, the

Player shall be afforded one additional Non-contact Week immediately thereafter.

64.6.4 Coordination Across SARU and Provinces

Regardless of whether a Player transitions between SARU and a Province during the Season, both entities remain jointly responsible for ensuring that the Player receives his full Rest Period entitlement.

64.7 **Leave Planning**

64.7.1 All Contracted Players with Player Contracts of which the duration is twelve months or longer, must be granted a Rest Period within the Leave Cycle. In exceptional circumstances, where it may be beneficial not to grant a Contracted Player's Rest Period within the Leave Cycle, the Contracted Player, MyPlayers and the relevant Province may enter into a written tri-partite agreement to provide for a Contracted Player's Rest Period at a different time.

64.7.2 For purposes of this clause 64 only, "National Player" means a Contracted Player who was involved in playing or training with a National Team or who was on standby at the request of SARU to play or train with a National Team, during the relevant Contracting Year.

64.7.3 For purposes of this clause 64 only, "Provincial Player" means a Contracted Player who is/was not involved in playing or training with a National Team during the relevant Contracting Year.

64.8 **Provisions applicable to Provincial Players who are not National Players:**

64.8.1 All Contracted Players with 8 (eight) month contracts, must be granted a Rest Period within 8 (eight) months from the first day of his previous Rest Period. In exceptional circumstances, where it may be beneficial not to grant a Contracted Player's Rest Period within 8 (eight) months from the first day of his previous Rest Period, the Contracted Player, MyPlayers and the relevant Province may

enter into a written tri-partite agreement to provide the Rest Period to such Contracted Player at a different time.

64.8.2 All Contracted Players must be informed, in writing, by the Province, by which he is contracted, at least 3 (three) months in advance when he can take his 3 (three) consecutive weeks of Annual Leave as contemplated in clause 64.6.2.2 i.e. when he will have his Off-season. The Province may, after the issuance of the Off-season notification, not change the designated Off-season of a Contracted Player unless the Contracted Player, MyPlayers and the relevant Province enters into a written tri-partite agreement in terms whereof the Off-season period of the Contracted Player is adjusted. (For the avoidance of doubt, Off-season notifications may refer to the end of a Professional Competition i.e. the last day of a Professional Competition as opposed to a specific date, since a Province may not know in advance whether its team will proceed to the play-off stages of a Professional Competition. In such an event, Provinces must still ensure that the notifications are issued to Contracted Players at least 3 (three) months prior to the last Match in the league stages of the relevant Professional Competition.)

64.8.3 If a Contracted Player has not been informed by the Province by which he is contracted when he can take his Off-season, then he may assume that his Off-season leave will commence on 1 July during the relevant Contracting Year, or at the conclusion of the relevant International Provincial Competition, whichever comes first.

64.8.4 A Contracted Player may apply, in writing, for leave for purposes of arranging and attending his own wedding 6 (six) months in advance with due consideration of the rugby calendar of the Province and/or SARU (if applicable), i.e., the Contracted Player shall endeavour to take leave when no Matches are scheduled for the Province and/or SARU.

64.8.4.1 The Province and/or SARU shall have 5 (five) days, from receipt of the written application contemplated in clause 64.8.4 above, within which to approve and/or refuse the application, failing which the Contracted Player may accept that approval for leave has been

granted by the Province and/or SARU. Approval shall not be withheld unreasonably.

64.8.5 Notwithstanding any other provision in this Agreement, the sequence of the Annual Leave, Non-Contact Weeks, pre-season and full training weeks during the Rest Period may be adjusted and may also be split up into different non-consecutive blocks for a Provincial Player provided that such adjustment is agreed to in writing between the Contracted Player, the Province, and MyPlayers.

64.8.6 In the event that any Contracted Player should, after the Off-season notification contemplated in clause 64.8.2 above, move from the Province who issued the notification, to another, the latter shall be bound to the commitment made in the Annual Leave/Off-season notification, by the former Province.

64.9 **Provisions applicable to Provincial Players who are National Players:**

64.9.1 The Annual Leave/Off-season for National Players may be adjusted, from time to time, to make provision for industry requirements provided all relevant Player Welfare factors are considered and are agreed to by the Contracted Player, SARU, MyPlayers and the relevant Province.

64.9.2 Within 7 (seven) days of a Contracted Player being notified that his services are no longer required by SARU for a National Team during the test preparation weeks in South Africa, SARU, the relevant Province, and MyPlayers must determine when and how the Annual Leave/Off-season for the specific Contracted Player will be applied. Such Annual Leave/Off-season proposal must be communicated to the Contracted Player within the aforementioned 7 (seven) day period.

64.9.3 In the event that a Contracted Player is required to be part of or on standby for the National Team for the entire international season (1 July to 30 November), such Contracted Player shall be notified by no later than 10 November of the relevant year how and when his Annual Leave/Off-season will be applied. In a Rugby World Cup year such Rest Period notice will be issued to the Contracted Player at the start of the Rugby World Cup Tournament.

64.9.4 It is recorded that it is in the interest of all Partes that Annual Leave/Off-season periods for National Players are identified and agreed on as long in advance as reasonably possible and that all Partes collaborate to make this possible.

64.9.5 The sequence of the annual leave, active rest and full training weeks during the Rest Period may be adjusted and also be split up into different non-consecutive blocks for a National Player provided that such adjustment is agreed to in writing between the Contracted Player, the Province, and MyPlayers.

64.9.6 Regardless of a Contracted Player's contractual movements between SARU and/or the Provinces, SARU and the Provinces are jointly responsible to ensure that all Contracted Players are afforded Annual Leave and Non-contact Weeks as envisaged in this clause 64.

65 FAMILY RESPONSIBILITY LEAVE

65.1 Contracted Players shall be entitled to a minimum of 3 (three) days paid family responsibility leave per year in accordance with section 27 of the Basic Conditions of Employment Act, Act 75 of 1997, as amended.

65.2 In appropriate circumstances, a Province or SARU may – on grounds of compassion – grant a Contracted Player additional family responsibility leave.

66 SICK LEAVE

66.1 Contracted Players shall be entitled to paid sick leave in accordance with the provisions of the Basic Conditions of Employment Act 75 of 1997 or any other legislation regulating leave at the relevant time.

66.2 It is recorded that the Basic Conditions of Employment Act entitles Contracted Players, for the first 6 (six) months of their employment with a Province or SARU, to one day paid sick leave for every 26 (twenty-six) days they are contracted by a Province or SARU, and thereafter, in respect of each period of 36 (thirty-six) months' that they are contracted with a Province or SARU(calculated from the commencement of their employment), to an amount of paid sick leave equal to the number of days they would normally be available to play or train during a period of 6 (six) weeks.

66.3 It is further recorded that the Act entitles a Province or SARU to refuse to pay a Contracted Player for sick leave where the Contracted Player has been absent for more than 2 (two) consecutive days, or on more than 2 (two) occasions, during an 8 (eight) week period, without providing a medical certificate confirming any sickness or incapacity causing his absence.

67 PLAYER WELFARE

67.1 The Parties recognise the importance of Player Welfare.

67.2 The Parties agree to actively engage in and with and promote the functions and recommendations of the Joint Committee on Contracted Players' Player Welfare and safety.

67.3 The Parties shall endeavour to ensure that information is shared between them when decisions which may impact on Player Welfare are being considered by a Party.

68 JOINT COMMITTEE ON CONTRACTED PLAYERS' SAFETY AND WELFARE

68.1 There is hereby established a Joint Committee on Players' Safety and Welfare ("the Player Welfare Committee") for the purpose of discussing Contracted Players' safety and welfare, aspects of playing equipment, playing surfaces, stadium facilities, playing rules, travelling itineraries, playing schedules, Players' participation in Matches, and other relevant subjects consisting of at least 6 (six) representatives, two of each of MyPlayers, SARU and SAREO.

68.2 The Player Welfare Committee shall meet at least twice a year, on a time and date agreed to by the Parties, but additional meetings may be arranged from time to time by agreement and on an ad-hoc basis to consider urgent matters dealing with Player Welfare of the Contracted Players.

68.3 The Player Welfare Committee shall not have the power to commit or bind any of the Parties on any issue, but any recommendation/s made by this Player Welfare Committee shall be given serious and thorough consideration by all the Parties.

68.4 In order for the Player Welfare Committee to perform its duties and make informed decisions and recommendations, it needs to be properly apprised of all the available information on Players' safety and welfare. Therefore, MyPlayers, SARU, and SAREO undertakes to share with the Committee all the data and information at their disposal regarding Players' safety, welfare, health, fitness, and conditioning, including but not limited to all processed data (processed through the relevant software) gathered through IMG's and GPS Trackers, provided that such data and information may not be shared with any third party and shall be dealt with strictly in accordance with the provisions of the Protection of Personal Information Act 4 of 2013.

69 EMERGENCY COMMITTEE

69.1 There is hereby established an EC comprising the CEO of SARU, the CEO of SAREO and the CEO of My Players and one more representative of each of the aforementioned parties.

69.2 The EC is established to decide on Urgent Matters (as defined below) regulated by or within the scope of the SARICA.

69.3 'Urgent Matters' in this context shall mean any matter which is referred to the EC by a member of SAREO or MyPlayers and which may objectively threaten the financial state and sustainability, operational effectiveness, or competitiveness of a member of SAREO or which may have a severe detrimental effect on a member of MyPlayers.

69.4 The EC shall determine its own meeting and decision-making procedures and shall make decisions by way of a unanimous vote of the Members of the EC.

69.5 The members of the EC shall appoint a chairperson amongst its members. If the chairperson is absent from a meeting, then a replacement chairperson shall be nominated from the remaining members of the EC present at the meeting.

69.6 Should one of the members of the EC be unable to attend a meeting of the EC, such member may nominate a representative to attend and vote at a meeting of the EC on his/her behalf.

69.7 The EC may invite and co-opt invitees who are able, in the view of the EC, to contribute by way of expertise or experience.

69.8 The members of the EC will commit to:

69.8.1 Attending all EC meetings (whether in person or virtual) or nominate a proxy or representative when unable to attend;

69.8.2 Acting objectively and free of bias or prejudice at all times;

69.8.3 Consider and decide on Urgent Matters as soon as possible, independently and in the interest of SARU, the members of MyPlayers and the members of SAREO at all times and with due consideration to all relevant information, representations from affected parties, the objectives of the SARICA and the best interests of South African rugby;

69.8.4 Not alter the terms of the SARICA unless absolutely necessary in the circumstances and considering the factors mentioned in paragraph 69.8.3 above.

69.9 The EC, in the fulfilment of its responsibilities, may call upon the referring party and/or SARU and/or the members of SAREO and/or MyPlayers to provide it with information necessary to the performance of its functions in terms hereof.

69.10 The EC may form, and delegate authority to a) sub-committee or b) one or more designated members of the EC to perform certain tasks on its behalf.

69.11 The EC has the right to obtain independent outside professional advice to assist with the execution of its duties.

69.12 The EC must meet with such urgency and frequency as will, in the discretion of the chairperson, ensure that the EC is able to discharge its responsibilities urgently, successfully and responsibly as set out herein.

69.13 Meetings may take place electronically, for example, *via* Skype, Zoom and

videoconferencing.

69.14 A detailed agenda, together with supporting documentation, must be circulated at least 24 (twenty-four) hours prior to each meeting to the members of the EC and other invitees, if applicable.

69.15 EC members must be fully prepared for EC meetings, to provide appropriate and constructive input on matters to be discussed.

69.16 The minutes of the EC meetings must be completed within 5 (five) days after the meeting and circulated to the chairperson and members of the EC for review thereof. The minutes must be formally approved by the EC at its next meeting.

69.17 A representative quorum for meetings shall be three i.e. either the members as stipulated in paragraph 69.1 above or their duly appointed representatives. Individuals in attendance at EC meetings by invitation may participate in discussions but do not form part of the quorum for EC meetings and accordingly may not vote on any matter.

70. MONITORING OF REST PERIODS

70.1 SARU and SAREO have implemented the Footprint Assessment Data System to monitor Contracted Players' performance. Subject to compliance with applicable legislation (the Protection of Personal Information Act 4 of 2013) SARU and SAREO shall allow MyPlayers reasonable access to such information within the Footprint Assessment Data System as may be requested by MyPlayers for the purpose of assessing Player Welfare and compliance with the provisions of this Agreement.

70.2 All Provinces and SARU will be required to log, in respect of each Contracted Player's Rest Periods contemplated in clause 64 above, in 'real time'.

71 PROTECTION OF PERSONAL INFORMATION

71.1 The Parties agree that it will be an employment requirement for a Contracted Player to provide the necessary consent to the Province and/or SARU to process his/her personal information in as far as it is reasonably necessary for the Province and/or SARU to manage and conduct its day-to-day operations (excluding any of its commercial

activities/operations and/or commercial program pertaining to the use of the Contracted Players Collective Commercial Rights, as such consent is dealt with in terms of clause 59 hereof).

71.2 In the event of any conflict or discrepancy between the provisions of this Agreement and a Province and/or SARU's policy relating to the processing of a Contracted Player's personal information (as contemplated in clause 71.1 above), the provisions of this Agreement shall prevail.

72 DISPUTE RESOLUTION

72.1 Any dispute between the Parties to this Agreement, or between a Province / SARU and a Contracted Player (hereinafter "the Parties") involving the interpretation, application, or implementation of this Agreement, or of a Player Contract, shall unless otherwise resolved amongst the disputing Parties, be referred to and determined by final and binding arbitration in accordance with the following process:

72.2 Any Party may at any time give notice to the other Party of the fact that a dispute has arisen and demand in such notice that the dispute be determined by way of arbitration and such arbitration proceedings must take place within 14 (fourteen) days of such notice having been given.

72.3 The dispute shall be referred to a Senior Counsel practicing at the Cape Bar, agreed to by the Parties or, failing agreement within 2 (two) days of the notice in clause 72.2, by such Senior Counsel as may be appointed by the Chairperson of the Cape Bar for such purpose.

72.4 Any Party may, at the expiration of the two days of the notice in clause 72.3 and in the event that the Parties have failed to reach agreement on the arbitrator, approach the Chairperson of the Cape Bar and request such appointment in writing and include the other Parties in such request.

72.5 The Parties agree that such dispute body or arbitrator agreed to by the Parties may give such directions as to the conduct of the proceedings as may be necessary to fairly facilitate the expeditious resolution of the dispute. The Parties agree that either dispute mechanism referred to above shall be heard at such venue as the Parties may agree to in writing.

72.6 The Parties to the Arbitration shall bear the costs thereof in equal shares unless the Arbitrator directs otherwise on the grounds of justice and fairness.

72.7 The Parties to the arbitration will be entitled to legal representation. A Contracted Player will further be entitled to be represented by an Official(s) of MyPlayers.

72.8 The provisions of this clause 72 will not prevent either of the Parties from approaching a court of law to obtain urgent interim relief by way of an interdict.

72.9 It is agreed that any alleged breach relating the failure of SARU or a Province to pay a Contracted Player his Remuneration, or any dispute relating to the reasonableness of SARU or a Province's refusal to issue any consents referred to hereinabove, will be regarded as urgent in nature and the time period in which the arbitration will take place will be reduced to 7 (seven) days of such notice been given.

72.10 The provisions of this clause 72 shall be binding on the Parties notwithstanding the termination of this Agreement.

73 INCORPORATION OF 2024 ADDENDUM

73.1 The Parties acknowledge that this Agreement may not fully encompass all provisions of the 2024 Addendum.

73.2 In the event that any provisions, terms, or conditions of the 2024 Addendum, as subsequently amended by agreement between the Parties, have not been expressly carried forward into this Agreement, the Parties agree that such provisions shall be deemed incorporated by reference into this Agreement as if fully set forth herein.

73.3 The Parties further agree to execute any necessary addendum or amendment to this Agreement to reflect the incorporation of such provisions (as subsequently amended by

agreement between the Parties), ensuring that all rights and obligations from the 2024 Addendum, as amended, are preserved and enforceable.

73.4 This clause shall not be construed to alter or modify any other terms of this Agreement, which shall remain in full force and effect.

DATED at …… on ……..……..

_____ **ETTIENNE DE LANGE**

For and on behalf of SAREO (Print Name and Surname)

_____ **WILLEMIEN VAN DER MERWE**

AS WITNESS FOR SAREO (Print Name and Surname)

DATED at ……on ……

_____ **ISMA-EEL DOLLIE**

For and on behalf of MyPlayers (Print Name and Surname)

_____ **REGHANA HARNEKER**

AS WITNESS for MyPlayers (Print Name and Surname)

DATED at ……on ……

_____ **RIAN OBERHOLZER**

For and on behalf of SARU (Print Name and Surname)

_____ **CHANTAL DU PISANE**

AS WITNESS FOR SARU (Print Name and Surname)

SCHEDULE I

SOUTH AFRICAN RUGBY UNION

7'S NATIONAL PLAYER CONTRACT

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1. PARTIES

The Parties to this Agreement are:

1.1 SARU; and

1.2 The Player (See full description in Schedule I)

2. PREAMBLE

2.1 SARU is contracting the Player as its employee to render services as a professional rugby Player to SARU. The Player may during the term of this Agreement, request SARU to second the Player's rugby playing services for the period of the United Rugby Championships or the Currie Cup Competition to a Province to enable the Player to take part in the United Rugby Championships or the Currie Cup Competition. SARU shall respond to the request in writing within 7 (seven) days of receipt thereof by granting or refusing such request.

2.2 It will be in the sole and absolute discretion of SARU whether or not to agree to second the Player's rugby playing services to a Province.

2.3 In the event that SARU refuses to second the Player's rugby playing services, SARU will be under no obligation to provide reasons for its refusal.

2.4 If the Player's request is granted, SARU shall in its sole and absolute discretion determine the Period of Secondment of the Player's rugby playing services and all other terms and conditions that the Secondment will be subject to.

2.5 During the Period of Secondment, the Player's obligations towards SARU as set out in clause 6 below will be suspended and during such period the Player will owe such obligations to the Province and he will perform such obligations for the Province.

2.6 In the event of any discrepancy between the provisions of this Agreement and the provisions of the SARICA, the provisions of the SARICA shall prevail.

3. DEFINITIONS

In this Agreement, unless inconsistent with or otherwise indicated by the context, the following words and expressions shall, wherever they appear in this Agreement, bear the following meanings:

3.1 “Appearance” means a personal promotional appearance performed by the Player for purposes of promoting the commercial interests of SARU and/or SARU’s broadcasters and/or Authorised Sponsors and/or suppliers, including, without limitation, an appearance on a digital platform, any guest appearance, media appearance or interview, any appearance at an official function, singing session, photo or film shoot or recording session, etc. the duration of which shall not exceed 3 (three) hours per appearance, but specifically excluding an appearance that have predominantly a charitable or related purpose.

3.2 "Authorised Sponsor" means a commercial partner and/or sponsor and/or supplier of SARU;

3.3 "the/this Agreement" means this Agreement and all its Schedules;

3.4 “CEO” means the Chief Executive Officer of SARU;

3.5 "Confidential Information" means any information in respect of SARU’s coaching methods, team drills and playing strategies and other playing information;

3.6 “Currie Cup Competitions” refers to the different levels of the domestic rugby competitions played between the provincial teams of South Africa which includes:

3.6.1 “Currie Cup Premier Division” means the first-tier competition of the Currie Cup Competition, played between the International Franchises and the four teams ending top of the log in the SA Rugby Cup Competition or which may qualify in terms of the criteria which may be determined by SARU’s general council from time to time; and

3.6.2 "Currie Cup First Division" means the second-tier competition of the Currie Cup Competition, played between the Provinces who qualify in terms of the SARU rules and regulations and/or directives;

3.7 "Date of Signature" means the date on which this Agreement is signed by the Party signing it last;

3.8 “Domestic Clearance” means the written consent as fully detailed in Schedule II attached hereto, authorising a Player to participate in any rugby activity in a New Province and/or New Club at the request of such New Province and/or New Club and signed by –

(i) The CEO or his nominee of the Player’s Current Province and/or Current Club, as the case may be; and

(ii) The CEO or his nominee of the New Province and/or New Club, as the case may be.

3.9 "Duties" means the duties to be performed by the Player as more fully set out in clause 6 hereof and/or which may be expanded on in terms of the SARICA;

3.10 “Footprint Assessment Data System” means the comprehensive digital system utilised by SARU to capture Players’ and officials’ personal and performance data such as physical measurements, skills, on-field performance trends, technical strengths, which can be used to evaluate and measure his performance against specific criteria and provide regular feedback in respect thereof;

3.11 "Footwear" means rugby boots/shoes, running shoes, and cross-trainers;

3.12 “Game” means rugby played in accordance with the Laws of the Game;

3.13 "Head Coach" means the rugby coach appointed by SARU from time to time as coach of the Springbok 7’s;

3.14 "Intellectual Property" means all or any of the following, which belong to SARU as the case may be:

3.14.1 trademarks, slogans, logos, symbols;
3.14.2 trade names;
3.14.3 service marks;
3.14.4 copyright in any written material, plans, designs or other work;

3.14.5 moral rights;

3.14.6 trade secrets, know-how and interventions;

3.14.7 goodwill existing now or in the future in relation to the use of the trademarks, trade names or activities;

3.14.8 trophies, mascots and/or any other designs or marks;

and all other proprietary rights and similar forms of protection used in relation to SARU or any of its competitions, whether now registered or registered in future or unregistered, and all applications for and rights to apply for any of the foregoing, in any jurisdiction worldwide.

3.15 “International Clearance” means -

The written consent (in the standard form) authorizing a Player to participate in the Game in a New Union at the request of such New Union and signed by:

(a) the Player’s Current Union; and

(b) the Union for whom the Player plays International Matches where such Player has represented that Union in a Match covered by Regulation 8.3 or 8.4;

(c) The New Union.

3.16 “International Match” means any Match involving the Springbok 7’s;

3.17 "Match" means any rugby sevens match played by or under the auspices of SARU and/or World Rugby, including without limiting the generality of the foregoing, any other sevens match the Player may participate in from time to time with the prior written permission of SARU;

3.18 “MyPlayers” means the MyPlayers Industrial Association;

3.19 "National Team Management" means the management and coaching team appointed by SARU to coach and manage the Springbok 7’s;

3.20 “National Team Selection Committee” means the Head Coach and two selectors appointed by SARU;

3.21 "Parties" means the Player and SARU;

3.22 “Period of Secondment” means the period during which SARU may make the Player available to the Province as contemplated in this Agreement;

3.23 “Player" means the Party referred to in Schedule I hereto;

3.24 “Players” means the Springbok 7’s rugby Players;

3.25 “Player Attributes” means in respect of a Player, the rights which such Player owns and enjoys in respect of his attributes including, without limitation, the right to the use of his name, nickname, image, likeness, signature, voice, and biographical information or any expression of a Player’s personality in the public domain

3.26 “Player Commercial Rights” means the Player Attributes and Appearances by Players in a Team Context;

3.27 “Players’ Trust” means The South African Sevens Rugby Team Trust IT2666/2009 established by MyPlayers for the purpose of dealing collectively with Player Commercial Rights;

3.28 “Promotional Activities” means those activities undertaken by the Authorised Sponsors and/or SARU, jointly or individually, and/or those activities undertaken by the Authorised Sponsors strictly to market and promote the Springbok 7’s and/or SARU and the association of the products, brands or services of the Authorised Sponsors with the Springbok 7’s and/or SARU as the case may be;

3.29 "Protective Gear" means rugby protective playing gear including but not limited to headgear, shoulder padded vests, arm protectors, gum guards and gloves;

3.30 “Province” means a provincial union as defined as “members” of SARU in the SARU’s constitution (and includes the company or other entity conducting and responsible for such provincial union's commercial activities and its professional rugby business);

3.31 “Rugby Season” means the period from 1 July of one year to 30 June of the next year;

3.32 “SARICA” refers to the agreement entered into between SARU, the provincial unions and MyPlayers from time to time setting out the agreed terms and conditions of employment of rugby players in South Africa;

3.33 “SARU” means the South African Rugby Union, an incorporated association of persons with perpetual succession and juristic personality, the national controlling body and custodian of rugby in South Africa”;

3.34 "SARU Competitions" means any rugby competitions, matches and/or series of matches conducted by or in conjunction with or under the auspices and/or sanction of SARU, including, without limitation, national and/or international matches, tournaments and/or tours agreed to and under the auspices of World Rugby;

3.35 “Springbok 7’s” means the senior national sevens team selected to represent South Africa;

3.36 “Springbok 7’s Squad” means the group of Players invited as a training squad from which the Springbok 7’s Match-day Squad shall be selected;

3.37 “Springbok 7’s Match-day Squad” means the match-day 12 (twelve) Players selected from the Springbok 7’s Squad;

3.38 “Springbok 7’s Match” refers to a Match in which the Springbok 7’s are involved;

3.39 “Team Capacity” means one or more Players dressed in clothing depicting the Intellectual Property of SARU (being trademarks, logo’s, emblems and team uniforms of SARU or the Springbok 7’s);

3.40 “Team Context” means a context in which (a) the Appearances are performed in a Team Capacity; and/or (b) the Player Attributes are used with Players dressed in clothing depicting the Intellectual Property of SARU (being the trademarks, logo’s, emblems and team uniforms of SARU or the Springbok 7’s) and in a group of 3 (three) or more Players;

3.41 “United Rugby Championship” means the annual rugby competition currently involving teams from Ireland, Italy, Scotland, South Africa and Wales or any substitutive annual rugby competition;

3.42 “World Rugby” means the International controlling body of Rugby Union previously known as the IRB;

3A. Any reference to the singular includes the plural and *vice versa*.

3B. Any reference to natural persons includes legal persons and *vice versa*, except for the term Player, which can only be a natural person.

3C. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

3D. Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.

3E. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the interpretation clause.

3F. If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day not being a Saturday, Sunday or Public Holiday.

3G. Any terms, words or expressions not specifically defined herein will bear the meaning assigned to them in terms of the SARICA, SARU's Regulations or World Rugby's Regulations, if such terms, words or expression are defined therein.

3H. This Agreement shall be governed by and construed and interpreted in accordance with South African Law.

4. EMPLOYMENT BY SARU

4.1 SARU agrees to employ the Player and the Player agrees to be so employed by SARU for the period and on the terms and conditions set out in this Agreement.

4.2 SARU shall be solely responsible for ensuring that all statutory obligations arising as a result of the employment of the Player by SARU under this Agreement are complied with.

4.3 The commencement and termination dates of this Agreement are as set out in clause 2 of Schedule II.

4.4 A Player will be subject to the passing of medical and fitness examinations prescribed by SARU if immediately before concluding his Player Contract, he:

4.4.1 was not under Player Contract to any other Province or SARU; and/or

4.4.2 was under Player Contract to a Province or SARU previously but had been playing overseas for a period longer than 6 (six) months and did not have any Player Contract with any Province in South Africa during such time.

4.5 The medical and fitness examination contemplated in clause 4.4 must be conducted within 2 (two) weeks of the commencement of the Player Contract with the Province or SARU.

4.6 In the event that –

4.6.1 The Player fails to pass a medical and fitness examination as contemplated herein, the Player Contract shall be void ab initio;

4.6.2 a Province or SARU does not conduct such medical and fitness examination within the 2 (two) week period, the condition contemplated in clause 4.5 shall be regarded as having been fulfilled on the expiration of such period and the Province or SARU shall thereafter deal with any incapacity or unfitness on the Player's part in terms of the Performance Review Procedure.

4.7 The CEO is the only person mandated by SARU to sign and/or to terminate and/or to vary the terms of this Agreement and he shall do so in writing. No person other than the CEO of SARU may negotiate a variation of the terms of this Agreement or the renewal of this Agreement with the Player. Any expectation of a renewal or variation of the terms of this Agreement created by any other person than the CEO shall be of no force and effect.

4.8 This Agreement is for a fixed-term and expires automatically on the termination date unless the option referred to in Schedule I is duly exercised by the Player. The Player acknowledges that on the date of his signing of this Agreement he has no expectation that the Agreement will be renewed.

4.9 SARU shall no later than one month prior to the date of termination of the Agreement inform the Player in writing whether:

4.9.1 SARU intends offering him another contract on the expiration of this Agreement; or

4.9.2 SARU intends not to offer him another contract on the expiration of this Agreement.

4.10 The Player shall be entitled to represent any provincial team in the Currie Cup Competition, United Rugby Championship Competition or European Professional Club Rugby Competition when there are no official training camps and/or matches of the Springbok 7's side.

5. REPRESENTATIONS BY THE PLAYER

By entering into this Agreement, the Player represents that-

5.1 he is able to perform his obligations in terms of this Agreement;

5.2 he has satisfied the eligibility criteria as per World Rugby Schedule 2 of Regulation 8;

5.3 to the best of his knowledge Schedule III is an accurate and complete reflection of his physical condition and health.

The Player authorises SARU to-

5.4 disclose the contents of Schedule III to MyPlayers, a province in the event of a Secondment and the appointed medical and/or fitness practitioner for the purposes of the medical and fitness examinations referred to in 4.4;

5.5 contact the medical practitioner referred to in Schedule III for the purpose of verifying the medical and physical condition of the Player and to obtain whatever medical information and/or documentation SARU may require about the Player;

5.6 disclose his personal and medical and/or fitness information to the Provinces, the South African Rugby Players Association and/or the South African Rugby Employers' Organisation from time to time.

6. DUTIES OF THE PLAYER

6.1 The Player agrees to perform all duties and responsibilities to SARU as the case may be, including but not limited to –

6.1.1 acquaint himself with and abide by the Laws of the Game and changes thereto;

6.1.2 play the Game to the best of his ability and skill in accordance with the Laws of the Game;

6.1.3 observe and abide by all reasonable instructions and directions of SARU, the Head Coach and members of the National Team Management;

6.1.4 maintain appropriate levels of fitness and skill as discussed and agreed to;

6.1.5 be available to participate in the competitions under the auspices of SARU and World Rugby to which he is selected;

6.1.6 comply with any reasonable request by SARU to participate in SARU's activities including but not limited to –

(a) training sessions and/or training camps;
(b) team and squad meetings;
(c) Matches;

6.1.7 fully update his personal profile on the Footprint Assessment Data System within 14 (fourteen) days from being requested by SARU to do so;

6.1.8 accept, abide by and comply with the By-Laws and Regulations of World Rugby, SARU’s Constitution, SARU’s Code of Conduct, Regulations, policies and directions of SARU;

6.1.9 conduct himself at all times, both on and off the playing field, in accordance with his status as a professional rugby Player and should he fail to adhere to this, his conduct will be dealt with in terms of the Disciplinary Code as set out in the SARICA;

6.1.10 honour and abide by any agreement concluded between SARU and the Players’ Trust relating to the use of the Players’ Commercial Rights in a Team Context. In the event that no agreement or arrangement in this

regard is entered into between the Player and the Trust before or during the duration of this Agreement, the Player shall grant the unlimited use of his Player Commercial Rights to SARU;

6.1.11 shall not agree to or participate in any rugby match not under the auspices of SARU, unless SARU's prior written consent is requested from the General Manager: High Performance at dave.wessels@sarugby.co.za and such prior written permission is granted and all the requirements of Regulation 23 of World Rugby dealing with injury insurance has been complied with;

6.1.12 abide by and comply with the Springbok 7's Squad protocol as agreed to amongst the Springbok 7's and their management from time to time, which protocol will, *inter alia*, determine and regulate any interaction with Player agents and other persons during any Springbok 7's Squad assembly;

6.1.13 for any absence from training sessions, training camps, team and squad meetings or for any leave, annual or otherwise, complete and submit the prescribed SA Rugby leave form providing all the information requested in the leave form. The Player may not be absent without approved leave and without recording his absence on a SA Rugby leave form;

6.1.14 The Player, his agent and any other party acting on his behalf shall not be allowed during the term of this Agreement to enter into discussions and/or negotiations with an overseas rugby club ("Club") or agent to make the Player's rugby playing services available to such Club during or upon the expiration of this Agreement, unless the Player requests and obtains SARU's prior written consent (hereinafter referred to as "the Consent") to enter into such discussions and/or negotiations, which consent may not be unreasonably[12] withheld;

6.1.15 For purposes of clause 6.1.14:

[12]It is recorded that the motivation for the consent is to ensure that the negotiations that the PLAYER intends embarking upon do not interfere with the PLAYER's rugby playing duties and/or with the team spirit and environment within the Springbok 7's Team set-up and allows SARU an opportunity to evaluate the PLAYER's request and future within the Springbok 7's Team

(i) When the Plater, his agent and any other party acting on his behalf is approached by any Club or any person acting on its behalf with a request to enter into contract negotiations, the Player, his agent or other party acting on his behalf, will notify SARU of the approach, irrespective whether he intends to pursue such negotiations or not. Should the Player wish to pursue such negotiations, he will request from SARU its consent in writing to proceed with such negotiations;

(ii) The above notice and/or request shall be addressed to the General Manager: High Performance of SARU by email and the transmission of such notice and/or request shall be proven by a delivery receipt thereof to the email address dave.wessels@sarugby.co.za.

(iii) The notice shall include the name of the Club which approached the Player and the person or entity who represented such Club;

(iv) SARU shall not withhold the consent unreasonably and shall respond to the request in writing within 5 (five) days of receipt thereof by granting or refusing such request;

(v) In the absence of a response or providing of the reasons for refusal as provided in (vi) below, within this period, it will deemed that the consent has been granted;

(vi) In the event that the consent is refused, SARU shall provide full and comprehensive reasons for such refusal in writing to the Player along with the written notice of refusal thereof;

vii) In the event that the Player disputes the reasonableness of the refusal of the consent, the dispute over whether the refusal is reasonable or not will be dealt with by arbitration in accordance with the procedure set out for the handling of Disputes in the SARICA and such arbitration proceedings must take place and be finalised within 14 (fourteen) days of such notice having been given.

6.1.16 In the event that SARU granted the consent or the dispute is decided in favour of the Player, then the PLAYER may proceed with the discussions and/or negotiations with the Club or person who approached him.

6.1.17 If the Player, his agent and any other party acting on his behalf as a consequence of the aforementioned discussions and/or negotiations receives an offer from a Club and the Player is willing to accept the offer, he shall provide SARU with a copy thereof prior to accepting same, in order to allow SARU an opportunity to negotiate with the Player a new contract for a further term. Should SARU and the Player fail to reach agreement within a period of 14 (fourteen) days from the date when SARU is provided with the copy of the Club's offer, then the Player will be free to conclude the contract with the Club.

6.1.18 A breach of any of the above by the Player, his agent or other party duly representing him, may result in disciplinary action being taken against the Player and may result in termination of this Agreement. It may also result in SARU refusing to issue a Clearance.

7. REMUNERATION

As consideration for the services provided by the Player to SARU under this Agreement, SARU will remunerate the Player in accordance with Schedule II.

8. MEDICAL AID REQUIREMENTS AND BENEFITS

8.1 It is acknowledged that comprehensive medical aid cover by a Nominated Comprehensive Medical Scheme and GAP cover (as defined in the SARICA) considered by the appointed financial advisors of MyPlayers as appropriate for the circumstances of a professional rugby Player is an employment requirement set by SARU and save as set out in clause 8.5 read with the SARICA, SARU shall not be responsible for any medical expenses of the Player.

8.2 The Player shall be a member of a Nominated Comprehensive Medical Scheme and GAP cover as provided for in 8.1 above providing him with comprehensive medical cover including sufficient day to day benefits. Full details of the scheme are/will be confirmed in the "Onboarding" Document provided as per Schedule IV or by no later than 14 (fourteen) days after the commencement of this Agreement.

8.3 The Player will be responsible for the cost of the Nominated Comprehensive Medical Scheme and GAP cover membership recommended in terms of clause 8.1, unless otherwise agreed to between SARU and the Player in writing.

8.4 During periods of overseas travel, SARU shall arrange and pay for the costs of comprehensive medical insurance, to cover the Player for medical expenses related to rugby injuries and injuries not covered under the Nominated Comprehensive Medical Scheme referred to in this clause.

8.5 Should the Player have exhausted his medical aid benefits as a direct result of performing his duties under this Agreement and be liable for a shortfall in terms of his medical aid benefits, SARU shall carry the costs thereof, upon written proof that the benefits have been exhausted as a direct result of the Player's injuries incurred in performing his duties.

9. SELECTION

9.1 The selection of a Player for the Springbok 7's shall be done by the National Team Selection Committee.

9.2 The conclusion of this Agreement with the Player shall not guarantee the Player selection to the Springbok 7's, and the National Team Selection Committee, in accordance with 9.1 above, shall have the sole discretion in respect of such selections and its decision in this regard will be final and binding.

10. PHYSICAL CONDITION AND FITNESS

10.1 During the duration of this Agreement, the Player must –

10.1.1 keep himself in good physical condition and fitness as prescribed and regulated by SARU;

10.1.2 as soon as he becomes aware of any illness, disability, injury or other condition that might affect his physical condition or performance, disclose it to the team doctor of the Springbok 7's. Failure to do so could result in disciplinary action being taken against the Player depending on the applicable circumstances;

10.1.3 attend and participate in any physical or fitness examination required by SARU;

10.1.4 undergo any necessary medical treatment prescribed by a registered medical practitioner approved by SARU concerning any illness, disability, injury or other condition affecting his ability to play rugby;

10.1.5 before undergoing any such medical treatment, the Player has the right to obtain a second opinion from a medical specialist (hereinafter `the second medical opinion'). In the event that the second medical opinion differs from the first medical opinion both opinions shall be referred to the South African Sports Medicine Association for a further independent opinion, which opinion shall be final and binding on the Parties;

10.1.6 comply with reasonable instructions by the Springbok 7's doctor and/or dietician and/or fitness coach, concerning dietary and other related programs;

10.1.7 refrain from participating in any hobby or sport which would ordinarily be regarded as highly dangerous or which involves a significant risk of personal injury such as rock-climbing, bungee jumping, sky-diving, water skiing, jet-skiing, white water rafting, skateboarding, hang-gliding, quad-biking and motor-racing. Failure to disclose such activities prior to the intended engagement therein may lead to disciplinary action against the Player and could lead to the termination of this Agreement; and

10.1.8 not engage in any use of a substance or practices which contravene the Anti-Doping Regulations of either SARU or World Rugby, as dealt with in the SARICA.

11. OTHER EMPLOYMENT AND/OR STUDIES

11.1 The Player declares that he is not employed in any other capacity whatsoever, or involved in any occupation or business, or involved in studies at an educational institution other than mentioned in Schedule V.

11.2 Should the Player during the term of this Agreement wish to take up any other employment, occupation, business, or any studies at an educational institution he shall notify the HR Department of SARU thereof and simultaneously in writing request permission therefor from SARU at least 14 (fourteen) days before engaging in such activity. The Player shall only engage therein in the event that SARU grants him the written permission so requested.

11.3 Subject to the provisions of clause 11.4 SARU shall within 14 (fourteen) days of receipt of the clause 11.2 request either grant or withhold its consent, in writing.

11.4 SARU shall not be entitled to withhold its consent unless such employment, occupation, business or studies could prevent the Player to meet any one of his obligations under clause 6 of this Agreement.

11.5 If SARU does not respond within the time period contemplated in clause 11.3 the Player's request will be deemed to have been granted.

11.6 Should it become evident that after commencement of such employment, occupation, business or studies, it prevents the Player from fulfilling his obligations under clause 6 of this Agreement, the Player shall upon written notification by SARU immediately take the necessary steps to rectify the situation.

12. INJURY BENEFIT

Any incidence of Temporary Disability and/or Catastrophic Injury to the Player, will be subject to and will be dealt with in accordance with the provisions of the SARICA.

13. ANNUAL LEAVE

13.1 The Player shall be entitled to 24 (twenty-four) working days leave during each 12 (twelve) month period of this Agreement. Leave shall be taken as provided in this Agreement read with the provisions of the SARICA dealing with annual leave.

13.2 The Player must take at least 14 (fourteen) consecutive days leave after the World Sevens Series ends (provided the Player participated in the World Sevens Series), which will serve as his annual compulsory Rest Period as provided for in terms of SARICA. During this period the Player must still comply with the provisions of clause 10.1.

14. FAMILY RESPONSIBILITY LEAVE

The Player shall be entitled to a minimum of 3 (three) days paid leave per year in accordance with section 27 of the Basic Conditions of Employment Act, Act 75 of 1997, as amended for the purposes of Family Responsibility.

15. TRAVEL AND ACCOMMODATION

15.1 SARU will provide and pay for accommodation and travel required for the Player to perform his duties in terms of this Agreement.

15.2 SARU retains the right, in its sole discretion, to determine the standard of the Player's accommodation and travel during assembly for training camps, Matches and tours in line with the respective Travel and Accommodation Policies of SARU.

15.3 SARU shall arrange and pay for the cost of comprehensive travel insurance in an amount to be determined within the sole discretion of SARU to cover the Player for theft or loss of personal belongings during periods of national and overseas travel.

15.4 The Player is personally liable and responsible for all telephone calls, internet services, room service, personal dry cleaning or other personal services made or ordered by the Player from accommodation arranged by SARU. These costs may be deducted by SARU from the Player's remuneration payable to him in terms of this Agreement after providing written details of the deductions to the Player.

16. PLAYER'S COMMERCIAL RIGHTS

16.1 SARU has entered into an agreement with the Players' Trust to utilise the Players' Commercial Rights to the benefit of SARU and its Authorised Sponsors and the Player shall abide by the relevant provisions of any commercial agreement or protocol concluded between SARU and the Players' Trust. The Player warrants that he has granted the Players' Trust the right to use, and to authorise third parties to use, his Player Commercial Rights.

16.2 SARU will provide the Player with the official clothing and accessories (if any) in terms of the agreements entered into with Authorised Sponsors.

16.3 Whilst performing his services for SARU, the Player shall be entitled to wear Footwear of his choice while training or playing matches and to receive endorsement fees or other payments for this. The Player will, however, be required to wear running shoes provided by the Authorised Sponsor (which at the Date of Signature is Nike) when disembarking from the team bus on Match day at the stadium and when the Player attends an official signing session as part of the

Springbok 7's Squad, provided that the Player is wearing his track-suit (as opposed to his formal Springbok 7's clothing).

16.4 The Player must wear the official clothing of the Authorised Sponsors when training, playing Matches, travelling or appearing in public as a member of the Springbok 7's Squad during and within the scope of his employment while part of the Springbok 7's Squad. For the avoidance of doubt, the Player may not in the mentioned instances wear clothing with logos or brand names which are conflicting with those of the Authorised Sponsors while officially training, playing matches, travelling or appearing in public as a member of the Springbok 7's Squad.

16.5 The Player shall not remove, alter or obscure any logos, brand names or identification devices on the official clothing, equipment or accessories provided to the Player by Authorised Sponsors.

16.6 The Player shall not display any logos, brand names or identification devices on Protective Gear other than those of the official manufacturer sponsors of SARU, being Nike at the time of the signing of this Agreement.

16.7 The Player shall have the right to secure personal endorsements for Protective Gear, whilst complying with clause 16.6 and ensuring that such Protective Gear shall only be black or green in colour. For the avoidance of doubt the green shall be the same colour as the green of the Springbok or Springbok 7's jersey with which the protective gear is used in conjunction with.

16.8 The Player shall not display any marks which are not allowed in accordance with Schedule I of Regulation 11 of World Rugby.

17. ANTI-DOPING

17.1 It is acknowledged by the Parties that it is fundamentally important for the Game that the Game remains free from doping and the use of prohibited substances and that the provisions of the SARICA – in addition to World Rugby Regulations and SARU Regulations – will regulate the Parties' approach to anti-doping.

17.2 The Player may not consume any supplement(s) which are not provided by SARU, unless prior written approval for the use thereof has been obtained from the head of the SARU Medical Department.

18. GRIEVANCE PROCEDURE

SARU's procedure for the Player to raise any grievances he may have is regulated by the SARICA.

19. MISCONDUCT AND LEGAL REPRESENTATION

19.1 The Player shall, for the duration of this Agreement, whether by act or omission not do anything which constitutes a contravention of the Disciplinary Code, as provided for in the SARICA.

19.2 It is recorded that SARU and MyPlayers are committed to ensuring that the Player is allowed prompt access to legal representation at disciplinary proceedings related to local and overseas Matches played by the Player. In respect of overseas matches, SARU and MyPlayers have agreed to use their best efforts to ensure that video-conferencing facilities are available so that the Player can be legally represented from South Africa via such facilities.

19.3 Should this not be possible SARU in consultation with MyPlayers will endeavour, but not be obliged, to send a legal practitioner to assist the Player, failing which, a legal practitioner in that country where the hearing is scheduled to take place and who is skilled and experienced in disciplinary hearings, will be mandated to represent the Player.

19.4 The costs of such legal representation shall be shared equally between SARU and MyPlayers.

19.5 In the event that the Player is suspended as a result of foul play during a Match, the Player shall be obliged to do other duties such as but not limited to, coaching clinics, Appearances etc. as may be directed by SARU.

20. DISPUTES

Any dispute between any of the Parties to this Agreement involving the interpretation, application, implementation or cancellations of this Agreement and/or the employment of the Player in terms hereof, or of any employment legislation applicable to his employment with SARU in terms hereof, shall unless otherwise resolved amongst the Parties to the dispute, be referred to and determined by final and binding arbitration in terms of the SARICA.

21. PERFORMANCE REVIEW PROCEDURE

SARU will, in accordance with the Footprint Assessment Data System, assess and review the Player's performance. Such assessment and review will take place in accordance with the Performance Review Procedure set out in the SARICA.

22. TERMINATION BY SARU

22.1 SARU may terminate this Agreement prematurely on account of the Player's misconduct or incapacity where the Player's misconduct or incapacity is of such nature that it would warrant dismissal under the Labour Relations Act 66 of 1995, as amended.

22.2 In the event that the Player's standard of his services, especially his playing performance as a Springbok 7's rugby Player, deteriorates to such an extent that objectively assessed – through the corroboration of the Footprint Assessment Data System and/or any other systems utilised by SARU relating to the Player - he no longer conforms to the standards required of a Springbok 7's rugby Player in his playing position, and after SARU has duly followed the Performance Review Procedure set out in the SARICA, SARU will be entitled to terminate this Agreement in accordance with the Code of Good Practice relating to dismissal as set out in the Labour Relations Act 66 of 1995, as amended.

23. TERMINATION BY THE PLAYER

23.1 Subject to clause 23.2, the Player may terminate this Agreement and claim fair compensation if:

23.1.1 SARU fails to pay the Player's remuneration by the due date and remains in default for a period of 5 (five) days of written demand for payment thereof;

23.1.2 SARU breaches a material term of this Agreement and fails to remedy the breach within 10 (ten) working days of receiving written notice to do so;

23.1.3 SARU makes a continued employment relationship impossible.

23.2 Before terminating this Agreement for any reason contemplated in this clause, the Player shall first exhaust the Grievance Procedure set out in the SARICA.

23.3 The Grievance Procedure will be deemed to be exhausted if the Player takes the steps set out therein and SARU fails to resolve the grievance to the satisfaction of the Player.

24. WHOLE AGREEMENT

24.1 This Agreement, read with the SARICA and the annexures hereto as far as it may be applicable to SARU and the employment of the Player by SARU, constitutes the entire agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.

24.2 The Player acknowledges that prior to the signing of this Agreement he has read and understood and made himself conversant with all the terms and conditions contained in or referred to herein, and that, if required, explanations which may have been called for by him were furnished to him and that he has no objection to signing this Agreement and understands and acknowledges the contents hereof.

25. VARIATION

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

26. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by either Party in respect of the performance of any obligation hereunder and no delay or forbearance in the enforcement of any right by either Party arising from this Agreement and no single or partial exercise of any right by either Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Parties' rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

27. PRIOR AGREEMENTS

With the exclusion of the SARICA, all prior agreements entered into between the Player and SARU, whether oral or in writing, are hereby cancelled. It is agreed that the relationship between the Player and SARU shall from the date of signature hereof be governed by the provisions of this Agreement read with the SARICA for as far as it may be applicable to the employment of the Player by SARU.

28. CONFIDENTIALITY

28.1 It is hereby agreed that the terms and conditions of this Agreement are confidential and that neither SARU or the Player is entitled to disclose the terms and conditions of this Agreement to any person whatsoever other than to MyPlayers, the Player's agent, or their legal representatives, without the prior written consent of the other party, except for the purposes of performance or enforcing performance of the obligations expressed herein or for the purposes of any disclosure which may be required in law.

28.2 As a result of the Player's participation in the Springbok 7's Squad activities, he will acquire information concerning SARU's coaching methods, team drills and playing strategies. This information is confidential to SARU and the Player therefore undertakes not to disclose any such confidential information to anyone, except to persons directly connected with SARU, who are legally required to be aware of the information.

29. PRIVACY POLICY

The Player consents to his personal information provided in this Agreement being processed and utilised by SARU in accordance with the Employee Privacy Policy as recorded on the SA Rugby Intranet and the provisions of SARICA and agrees to sign a copy of the Employee Privacy Policy.

30. NOTICES AND DOMICILIA

30.1 The Player chooses as his *domicilium citandi et executandi* the address as set out in Schedule I for all purposes arising out of or in connection with this Agreement at which address all processes and notices arising out of or in connection with this Agreement or its breach may validly be served upon or delivered. All notices addressed to the Player must be sent to MyPlayers also, to the following fax number and email address and at the following address, attention of Isma-eel Dollie:

Fax number:	086 624 8943
Email address:	isma-eel@my-Players.com
Street address:	Table Bay Building, Tygerberg Office Park, 163 Uys Krige Drive, Plattekloof 7500

30.2 SARU chooses as its *domicilium citandi et executandi* the following address, attention of Dave Wessels:

Email address:	dave.wessels@sarugby.co.za
Street Address:	SARU House, 163 Uys Krige Road, Plattekloof, 7500

30.3 Any notice given in terms of this Agreement shall be in writing and shall:

30.3.1 if delivered by hand during normal business hours on an ordinary working day, be deemed to have been duly received by the addressee on the date of delivery, and otherwise it shall be deemed to have been received on the next ordinary working day;

30.3.2 if transmitted by facsimile during normal business hours on an ordinary working day, be deemed to have been received by the addressee on the day of despatch, and otherwise it shall be deemed to have been received on the next working day.

30.4 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by 1 (one) of the Parties from another shall be adequate written notice or communication to such Party.

Signed at on 2026.

AS WITNESSES:

1. _____ _____

THE PLAYER

2. _____

Signed at PLATTEKLOOF on 2026.

AS WITNESSES:

1. _____ _____

for: SARU

CEO duly authorised

2. _____

SCHEDULE I
PLAYER PERSONAL INFORMATION

1.	Full names and surname	
2.	Identification number	
3.	Date of birth	
4.	Physical address	
5.	Province	
6.	Cell phone number	
7.	Email address	
8.	Income tax number	
9.	Next of kin full names	
10.	Next of kin phone number	
11.	Name of medical aid	
12.	Name of medical aid no.	
13.	Medical aid plan	

SCHEDULE II
REMUNERATION

As consideration for the PLAYER's services under this Agreement, SARU shall pay the PLAYER a fixed total cost-to-company package as set out hereunder –

1. FIXED REMUNERATION

1.1 For the period 1 January 2026 until 31 December 2026:

An all-inclusive cash salary amount of _____ per month or such *pro rata* portion as may be applicable.

2. DURATION

2.1 Commencement date of the Agreement: _____

2.2 Termination date of the Agreement: _____

3. WIN BONUSES

3.1 The Player will be paid win bonuses during the term of the Agreement in accordance with the applicable Remuneration Agreement entered between SARU and MyPlayers.

SCHEDULE III

PHYSICAL AND HEALTH

HEALTH DECLARATION BY THE PLAYER OF ANY ILLNESS OR INJURY AT THE TIME OF SIGNING OF THIS AGREEMENT (Any reference to "you" means the PLAYER)			
1.	Have you, in the past year, suffered from any injury* which has kept you out of the Game for longer than 30 (thirty) days? (*for e.g. concussion, muscle, ligament, tendon, bone, joint, limb or spine injuries, etc.)	YES	NO
2.	Do you currently suffer from any injuries?	YES	NO
3.	Are you currently participating in official rugby matches?	YES	NO
4.	Have you experienced weakness and/or pins and needles in any of your limbs, shoulder or spine in the past year?	YES	NO
5.	Have you been advised, or do you plan, to undergo any surgical treatment?	YES	NO

If you answered "YES" to any of the aforementioned questions, please complete the table below.

Question no:	Injury details - please include diagnosis & for limb injuries, left or right side: *	Date injury sustained:	Injury Period:	When did you last have symptoms?	Medical Practitioner's name and contact details
1					
2					
3					
4					
5					

*Provide details here if space above insufficient:

_____

_____

_____

The PLAYER herewith grants SARU the right and authorises SARU to request and obtain any medical information and medical records pertaining to the PLAYER from his Province or the PLAYER's Medical Practitioner.

_____

PLAYER's Signature

SCHEDULE IV

SPRINGBOK 7's CONTRACTED PLAYER

ONBOARDING DOCUMENT

(Medical Aid, Contract Insurance, Pension Fund)

Name and Surname					
Identity number					
Cellphone number					
Email					
Province					
Contract term					
Previously contracted with					
Medical aid					
Medical aid number					
Principle member					
Gross annual remuneration	R *(To determine insurable income)*				
Pension fund contribution	R *(To be classified as an Employer contribution)*				
Signed by Player		Date		Place	
Signed by Employer		Date		Place	

To be communicated to Financial Advisers

david@my-Players.com

SCHEDULE V

DECLARATION CONCERNING

EMPLOYMENT, BUSINESS OR STUDIES

(Complete if/where applicable)

1.	EMPLOYMENT	
1.1	Employer's name	
1.2	Player's duties	
1.3	Working hours	
1.4	Name, address and telephone number of the business in which the Player is involved	
1.5	Player's interest in business (e.g. shareholder, director)	
1.6	Average hours spent on business per day	
2.	STUDIES	
2.1	Name of educational institution	
2.2	Course registered for	
2.3	Times when Player is expected to attend lectures/examinations	

SCHEDULE II

SOUTH AFRICAN RUGBY UNION

WOMEN'S NATIONAL PLAYER CONTRACT

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1. PARTIES

The Parties to this Agreement are:

1.1 **SARU**; and

1.2 The **PLAYER** (See full description in **Schedule I**)

2. PREAMBLE

SARU is contracting the PLAYER as its employee to render services as a professional rugby player to SARU.

3. DEFINITIONS

In this Agreement, unless inconsistent with or otherwise indicated by the context, the following words and expressions shall, wherever they appear in this Agreement, bear the meanings set out hereunder. If any term is capitalised in this Agreement which is not defined in this clause 3, then it shall bear the meaning given to it in terms of the Collective Agreement.

3.1 "**Appearance**" means, in respect of the PLAYER, a Commercial Appearance or a Non-Commercial Appearance;

3.2 "**Authorised Sponsor**" means a sponsor or supplier of SARU;

3.3 "**the/this Agreement**" means this Agreement and all its Schedules;

3.4 "**Clearance**" bears the meaning assigned to it in World Rugby Regulation 4.6.1, namely:

"The written consent (in the standard form) authorizing a Player to participate in the Game in a New Union at the request of such New Union and signed by:

(a) the Player's Current Union;

(b) the Union for whom the player plays International Matches where such Player has represented that Union in a Match covered by Regulation 8.3 or 8.4";

(c) the New Union;

3.5 "**CEO**" means the Chief Executive Officer of SARU;

3.6 **"Collective Agreement"** refers to the South African Rugby Industry Collective Agreement entered into between SARU, SAREO and MYPLAYERS regulating the relationship between Contracted Players and their employers and "SARICA" shall have a corresponding meaning;

3.7 "**Confidential Information**" means any information in respect of SARU's coaching methods, team drills and playing strategies and other playing information;

3.8 "**Date of Signature**" means the date on which this Agreement is signed by the Party signing it last;

3.9 "**Duties**" means the duties to be performed by the Player as more fully set out in clause 6 hereof read together with the Collective Agreement;

3.10 "**Footprint Assessment Data System**" means the computer software program utilised by SARU to capture all the PLAYER's personal data which can be used to evaluate and measure her performance against specific criteria and provide regular feedback in respect thereof;

3.11 "**Footwear**" means rugby boots/shoes, running shoes and cross-trainers;

3.12 "**Game**" means rugby played in accordance with the Laws of the Game;

3.13 "**Head Coach**" means the Rugby Coach appointed by SARU from time to time as Coach of the Springbok Women 7's or the Springbok Women 15's;

3.13 "**Intellectual Property**" means all or any of the following, which belong to SARU as the case may be:

3.13.1 trademarks;

3.13.2 trade names;

3.13.3 copyright in any written material, plans, designs or other work;

3.13.4 goodwill existing now or in the future in relation to the use of the trademarks, trade names or activities;

3.13.5 logos, trophies, mascots and/or any other designs or marks now registered or used or developed in the future in relation to SARU and competitions under the auspices of SARU;

3.14 "**International Match**" means any Match involving the Springbok Women Team;

3.15 "**Match**" means any rugby match played by or under the auspices of SARU and/or World Rugby, including without limiting the generality of a foregoing, any other match the PLAYER may participate in from time to time with the prior written permission of SARU;

3.16 "**Parties**" means the PLAYER and SARU;

3.17 "**Period of Secondment**" means the period during which SARU will make the PLAYER available to a Province as contemplated in this Agreement;

3.18 "**Player**" means the Party referred to in **Schedule I** hereto;

3.20 "**Players**" means a player representing the senior national representative women fifteens team and/or the senior national representative women 7s team of South Africa;

3.20 “**Player Attributes**” means in respect of a Player, the rights which such Player owns and enjoys in respect of her attributes including, without limitation, the right to the use of her name, nickname, image, likeness, signature, voice, and biographical information or any expression of the PLAYER’S personality in the public domain;

3.21 “**Player Collective Commercial Rights**” means the Player Attributes and Appearances by Players in a Team Context;

3.22 “**Players’ Trust**” means The South African Professional Rugby Players Trust with Registration Number IT26666/2009 established for the purpose of dealing collectively with player commercial rights as well as The South African Sevens Rugby Team Trust IT3493/2009 established by MyPlayers for the purpose of dealing collectively with Player Commercial Rights;

3.23 “**Promotional Activities**” means those activities undertaken by the Authorised Sponsors and/or SARU, jointly or individually, and/or those activities undertaken by the Authorised Sponsors strictly to market and promote the Springbok Women and/or SARU and the association of the products, brands or services of the Authorised Sponsor with the Springbok Women and/or SARU as the case may be;

3.24 “**Province**” means a provincial union as defined as “members” of SARU in SARU’s constitution (and includes the company or other entity conducting and responsible for such provincial union's commercial activities and its professional rugby business);

3.25 “**SARU**” means the South African Rugby Union, an incorporated association of persons with perpetual succession and juristic personality, the national controlling body and custodian of rugby in South Africa”;

3.26 "**SARU Competitions**" means any rugby competitions, matches and/or series of matches conducted by or under the auspices and/or sanction of SARU, including without limiting the generality of the foregoing national and/or international matches, tournaments and/or tours agreed to and under the auspices of World Rugby;

3.27 "**MyPlayers**" means the My Players Industrial Association;

3.28 **“Springbok Women Match”** refers to a Match in which the Springbok Women team are involved;

3.29 **“Springbok Women Team”** means the senior national representative women fifteens team or the senior national representative women sevens team selected to represent South Africa;

3.30 “**Springbok Women Squad**” means the group of women players invited as a training squad from which the Springbok Women Match-day Squad shall be selected;

3.31 “**Team Capacity**” means one or more Players dressed in clothing depicting the Intellectual Property of SARU (being trademarks, logo’s, emblems and team uniforms of SARU or the Springbok Women);

3.32 “**Team Context**” means a context in which (a) the Appearances are performed in a Team Capacity; and/or (b) the Player Attributes are used with Players dressed in clothing depicting the Intellectual Property of SARU (being the trademarks, logo’s, emblems and team uniforms of SARU or the Springbok Women) and in a group of 3 (three) or more Players;

3.33 "**Team Management**" means the Management and Coaching Team appointed by SARU to coach and manage the Springbok Women;

3.34 **“Technical Gear”** means rugby protective and technical playing gear allowed for by WR, which gear may be of a protective or comfort or performance orientated nature, and shall include, but not be limited to, shoulder and body pads, headgear, arm guards, gloves, kicking tees, under garments, mitts, etc., or any future product classed as rugby protective or technical gear, but specifically excluding Apparel and Footwear.

3.35 “**World Rugby**” or **“WR”** means the International controlling body of Rugby Union previously known as the IRB;

4. INTERPRETATION

4.1 Any reference to the singular includes the plural and *vice versa*.

4.2 Any reference to natural persons includes legal persons and *vice versa*, except for the term player, which can only be a natural person.

4.3 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.

4.4 Words and expressions defined in any sub-clause shall, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.

4.5 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the interpretation clause.

4.6 If any period is referred to in this Agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day not being a Saturday, Sunday or Public Holiday.

4.7 Any terms, words or expressions not specifically defined herein will bear the meaning assigned to them in terms of SARU's Regulations or World Rugby's Regulations, if such terms, words or expression is defined therein.

4.8 This Agreement shall be governed by and construed and interpreted in accordance with South African Law.

5. EMPLOYMENT BY SARU

5.1 SARU agrees to employ the PLAYER and the PLAYER agrees to be so employed by SARU for the period and on the terms and conditions set out in this Agreement.

5.2 SARU shall be solely responsible for ensuring that all statutory obligations arising as a result of the employment of the PLAYER by SARU under this Agreement are complied with.

5.3 The commencement and termination dates of this Agreement are as set out in clause 2 of **Schedule II**.

5.4 The Player will be subject to the passing of medical and fitness examinations prescribed by SARU if immediately before concluding her Player Contract, she:

5.4.1.1 was not under Player Contract to any other Province or SARU; and/or

5.4.1.2 was contracted under a Player Contract to a Province or SARU previously but had been playing overseas for a period longer than 6 (six) months and did not have any Player Contract with any Province in South Africa during such time.

5.5 The medical and fitness examination contemplated in clause 5.4 must be conducted within 2 (two) weeks of the commencement of this Agreement with SARU.

5.6 In the event that –

5.6.1 the Player fails to pass a medical and fitness examination as contemplated herein, this Agreement shall be *void ab initio*;

5.6.2 SARU does not conduct such medical and fitness examination within the 2 (two) week period, the condition contemplated in clause 5.4 shall be regarded as having been fulfilled on the expiration of such period and SARU shall thereafter deal with any incapacity or unfitness on the Player's part in terms of the Performance Review Procedure contained in Schedule 18 to the SARICA.

5.7 The CEO of SARU is the only person mandated by SARU to sign and/or to terminate and/or to vary the terms of this Agreement and he shall do so in writing. No person other than the CEO of SARU may negotiate a variation of the terms of this Agreement or the

renewal of this Agreement with the PLAYER. Any expectation of a renewal or variation of the terms of this Agreement created by any other person than the CEO shall be of no force and effect.

5.8 This Agreement is for a fixed-term and expires automatically on the termination date. The PLAYER acknowledges that on the date of her signing of this Agreement she has no expectation that the Agreement will be renewed.

5.9 The PLAYER shall avail her Services either as a player representing the senior national representative women team or the senior national representative women 7s team of South Africa, or any other team as directed by SARU in its sole discretion.

5.10 SARU shall no later than 3 (three months) prior to the termination date of the Agreement inform the PLAYER in writing whether:

5.10.1 SARU intends offering her another contract on the expiration of this Agreement; or

5.10.2 SARU intends not to offer her another contract on the expiration of this Agreement.

6. REPRESENTATIONS BY THE PLAYER

By entering into this Agreement, the PLAYER represents that-

6.1 she is able to perform her obligations in terms of this Agreement;

6.2 she has satisfied the eligibility criteria as per World Rugby Schedule 2 Regulation 8;

6.3 to the best of her knowledge **Schedule III** is an accurate and complete reflection of her physical condition and health.

The PLAYER authorises SARU to-

6.4 disclose the contents of **Schedule III** to the appointed medical and/or fitness practitioner for the purposes of the medical and fitness examinations referred to in 5.4;

6.5 contact the medical practitioner referred to in **Schedule III** for the purpose of verifying the medical and physical condition of the PLAYER and to obtain whatever medical information and/or documentation SARU may require about the PLAYER.

7. DUTIES OF THE PLAYER

7.1 The PLAYER agrees to perform all duties and responsibilities to SARU as the case may be, including but not limited to –

7.1.1 acquaint herself with and abide by the Laws of the Game and changes thereto;

7.1.2 play the Game to the best of her ability and skill in accordance with the Laws of the Game;

7.1.3 observe and abide by all reasonable instructions and directions of SARU, the Head Coach and members of its Team Management;

7.1.4 maintain appropriate levels of fitness and skill as discussed and agreed to for the duration of this Agreement;

7.1.5 be available to participate in the competitions under the auspices of SARU and World Rugby to which she is selected;

7.1.6 comply with any reasonable request by SARU to participate in SARU's activities including but not limited to –

(a) training sessions and/or training camps;

(b) team and squad meetings;

7.1.7 fully update her personal profile on the Footprint Assessment Data System within 14 (fourteen) days from being requested by SARU to do so;

7.1.8 accept, abide by and comply with the By-Laws and Regulations Relating to the Game of World Rugby, SARU's Constitution, SARU's Code of Conduct, Regulations, policies and directions of SARU;

7.1.9 conduct herself at all times, both on and off the playing field, in accordance with her status as a professional rugby player and should she fail to adhere to this, her conduct will be dealt with in terms of the Disciplinary Code as set out in the Substantive Agreement.

7.1.10 honour and abide by any agreement concluded between SARU and the Players' Trust relating to the use of the Players' Commercial Rights in a Team Context. In the event that no agreement or arrangement in this regard is entered into between the PLAYER and the Trust before or during the duration of this Agreement, the PLAYER shall grant the unlimited use of her Player Commercial Rights to SARU;

7.1.11 shall not agree to or participate in any rugby match not under the auspices of SARU, unless SARU's prior written consent is requested from the General Manager of the Rugby Department at dave.wessels@sarugby.co.za and such prior written permission is granted and all the requirements of Regulation 23 of World Rugby dealing with injury insurance has been complied with;

7.1.12 abide by and comply with the agreed Springbok Women Squad protocol as agreed to amongst the PLAYERS and their management from time to time, which protocol will, *inter alia*, determine and regulate any interaction with player agents and other persons during any Springbok Women Squad assembly;

7.1.13 for any absence from training sessions, training camps, team and squad meetings or for any leave, annual or otherwise, complete and submit the prescribed SA Rugby leave form providing all the information requested in the leave form. The PLAYER may not be absent without approved leave and without recording her absence on a SA Rugby leave form;

7.1.14 The PLAYER, her agent and any other party acting on her behalf shall not be allowed during the term of this Agreement to enter into discussions and/or negotiations with an overseas Club or agent to make the PLAYER's rugby playing services available to such Club during or upon the expiration of this

Agreement, unless the PLAYER requests and obtains SARU's prior written consent hereinafter referred to as "The Consent" to enter into such discussions and/or negotiations, which consent may not be unreasonably[13] withheld;

7.1.15 For purposes of clause 7.1.14:

(i) When the PLAYER, her agent and any other party acting on her behalf is approached by any overseas club or any person acting on its behalf with a request to enter into contract negotiations, the PLAYER, her agent or other party acting on her behalf, will notify SARU of the approach, irrespective whether she intends to pursue such negotiations or not. Should the PLAYER wish to pursue such negotiations, she will request from SARU its consent in writing to proceed with such negotiations;

(ii) The above notice and/or request shall be addressed to the General Manager: Rugby by email and the transmission of such notice and/or request shall be proven by a delivery receipt thereof to the email address dave.wessels@sarugby.co.za;

(iii) The notice shall include the name of the overseas club which approached the PLAYER and the person or entity who represented such club;

(iv) SARU shall not withhold the consent unreasonably and shall respond to the request in writing within 5 (five) days of receipt thereof by granting or refusing such request;

(v) In the absence of a response or providing of the reasons for refusal as provided in (vi) below, within their period, it will be deemed that the consent has been granted;

[13]It is recorded that the motivation for the consent is to ensure that the negotiations that the PLAYER intends embarking upon do not interfere with the PLAYER's rugby playing duties and/or with the team spirit and environment within the Springbok Women Team set-up and allows SARU an opportunity to evaluate the PLAYER's request and future within the Springbok Women 7' s Team

(vi) In the event that the consent is refused, SARU shall provide full and comprehensive reasons for such refusal in writing to the PLAYER along with the written notice of refusal thereof;

vii) In the event that the PLAYER disputes the reasonableness of the refusal of the consent, the dispute over whether the refusal is reasonable or not will be dealt with by arbitration in accordance with the procedure set out for the handling of Disputes in the Collective Agreement;

7.1.16 In the event that SARU granted the consent or the dispute is decided in favour of the PLAYER, then the PLAYER may proceed with the discussions and/or negotiations with the club or person who approached her.

7.1.17 If the PLAYER, her agent and any other party acting on her behalf as a consequence of the aforementioned discussions and/or negotiations receives an offer from an overseas club and the PLAYER is willing to accept the offer, she shall provide SARU with a copy thereof prior to accepting same, in order to allow SARU an opportunity to negotiate with the PLAYER a new Contract for a further term. Should SARU and the PLAYER fail to reach agreement within a period of 14 (fourteen) days from the date when SARU is provided with the copy of the Club's offer, then the PLAYER will be free to conclude the contract with the overseas club;

7.1.18 A breach of any of the above by the PLAYER, her agent or other party duly representing her, may result in disciplinary action being taken against the PLAYER and may result in termination of this Agreement. It may also result in SARU refusing to issue a Clearance.

8. REMUNERATION

As consideration for the services provided by the PLAYER to SARU under their Agreement, SARU will remunerate the PLAYER in accordance with **Schedule II**.

9. MEDICAL AID REQUIREMENTS AND BENEFITS

9.1 The Parties recognise the importance of a healthcare arrangement for rugby players in South Africa and agree that the provisions of clause 52 of the SARICA shall apply;

9.2 During periods of overseas travel, SARU shall arrange and pay for the costs of comprehensive medical insurance, to cover the PLAYER for medical expenses related to rugby injuries and injuries not covered under the medical aid scheme referred to in this clause.

9.3 Should the PLAYER have exhausted her medical aid benefits as a direct result of performing her duties under this Agreement and be liable for a shortfall in terms of her medical aid benefits, SARU shall carry the costs thereof, upon written proof that the benefits have been exhausted as a direct result of the PLAYER's injuries incurred in performing her duties.

10. SELECTION

10.1 The selection of a PLAYER for the Springbok Women Team shall be done by the Selection Committee.

10.2 The conclusion of this Agreement with the PLAYER shall not guarantee the PLAYER selection to the Springbok Women Team, and the Selection Committee, in accordance with 10.1 above, shall have the sole discretion in respect of such selections and its decision in this regard will be final and binding.

11. PHYSICAL CONDITION AND FITNESS

11.1 During the duration of this Agreement, the PLAYER must –

11.1.1 keep herself in good physical condition and fitness as prescribed and regulated by SARU;

11.1.2 as soon as she becomes aware of any illness, disability, injury or other condition that might affect her physical condition or performance, disclose it to the team doctor of the Springbok Women Team. Failure to do so could result in disciplinary action being taken against the PLAYER depending on the applicable circumstances;

11.1.3 attend and participate in any physical or fitness examination required by SARU;

11.1.4 undergo any necessary medical treatment prescribed by a registered medical practitioner approved by SARU concerning any illness, disability, injury or other condition affecting her ability to play rugby;

11.1.5 before undergoing any such medical treatment, the PLAYER has the right to obtain a second opinion from a medical specialist (hereinafter `the second medical opinion'). In the event that the second medical opinion differs from the first medical opinion both opinions shall be referred to the South African Sports Medicine Association for a further independent opinion, which opinion shall be final and binding on the Parties;

11.1.6 comply with reasonable instructions by the Springbok Women Team doctor and/or dietician and/or fitness coach, concerning dietary and other related programs;

11.1.7 refrain from participating in any hobby or sport which would ordinarily be regarded as highly dangerous or which involves a significant risk of personal injury such as rock-climbing, bungee jumping, skydiving, water skiing, jet-skiing, white water rafting, skateboarding, hang-gliding, quad-biking and motor-racing. Failure to disclose such activities prior to engaging therein may lead to disciplinary action against the PLAYER and could lead to the termination of this Agreement;

11.1.8 not engage in any use of a substance or practices which contravenes the Anti-Doping Regulations of either SARU or World Rugby, as dealt with in the Substantive Agreement.

12. OTHER EMPLOYMENT AND/OR STUDIES

12.1 The PLAYER declares that she is not employed in any other capacity whatsoever, or involved in any occupation or business, or involved in studies at an educational institution other than mentioned in **Schedule V**.

12.2 Should the PLAYER during the term of this Agreement wish to take up any other employment, occupation, business, or any studies at an educational institution she shall notify the HR Department of SARU thereof and simultaneously in writing request permission therefor from SARU at least 14 (fourteen) days before engaging in such activity. She shall only engage therein in the event that SARU grants her the permission so requested.

12.3 Subject to the provisions of clause 12.4 SARU shall within 14 (fourteen) days of receipt of the clause 12.2 request either grant or withhold its consent, in writing.

12.4 SARU shall not be entitled to withhold its consent unless such employment, occupation, business or studies could prevent the PLAYER to meet any one of her obligations under clause 6 of this Agreement.

12.5 If SARU does not respond within the time period contemplated in clause 12.3 the PLAYER's request will be deemed to have been granted.

12.6 Should it become evident that after commencement of such employment, occupation, business or studies, it prevents the PLAYER from fulfilling her obligations under clause 7 of this Agreement, the PLAYER shall upon written notification by SARU immediately take the necessary steps to rectify the situation.

13. INJURY BENEFIT

Any incidence of Temporary Disability and Catastrophic Injury to the PLAYER, will be subject to and will be dealt with in accordance with the provisions of the Collective Agreement.

14. ANNUAL LEAVE

14.1 The PLAYER shall be entitled to 24 (twenty-four) working days leave during each 12 (twelve) month period of this Agreement. Leave shall be taken as provided in this Agreement. During this period, the PLAYER must still comply with the provisions of clause 11.1.1, 11.1.2, 11.1.7 and 11.1.8.

14.2 The PLAYER must take at least 14 (fourteen) consecutive days leave after the World Sevens Series ends (provided the PLAYER participated in the World Sevens Series), which will serve as her annual compulsory period of rest.

15. FAMILY RESPONSIBILITY LEAVE

The PLAYER shall be entitled to a minimum of 3 (three) days paid leave per year in accordance with section 27 of the Basic Conditions of Employment Act, Act 75 of 1997, as amended.

16. TRAVEL AND ACCOMMODATION

16.1 SARU will provide and pay for accommodation and travel required for the PLAYER to perform her duties in terms of this Agreement.

16.2 SARU retains the right, in its sole discretion, to determine the standard of the PLAYER's accommodation and travel during assembly for training camps, Matches and tours in line with the respective Travel and Accommodation Policies of SARU.

16.3 SARU shall arrange and pay for the cost of comprehensive travel insurance in an amount to be determined within its sole discretion to cover the PLAYER for theft or loss of personal belongings during periods of national and overseas travel.

16.4 The PLAYER is personally liable and responsible for all telephone calls, internet services, room service, personal dry cleaning or other personal services made or ordered by the PLAYER from accommodation arranged by SARU. These costs may be deducted by SARU from the PLAYER's remuneration payable to her in terms of this Agreement after providing written details of the deductions to the PLAYER.

17. PLAYER'S COMMERCIAL RIGHTS

17.1 SARU has entered into an agreement with the Players' Trust to utilise the Players' Commercial Rights to the benefit of SARU and their sponsors and suppliers and the PLAYER shall abide by the relevant provisions of any commercial agreement or protocol concluded between SARU and the Players' Trust. The PLAYER warrants that she has

granted the Players' Trust the right to use, and to authorise third parties to use, her Player Commercial Rights.

17.2 SARU will provide the PLAYER with the official clothing and accessories (if any) in terms of the agreements entered into with Authorised Sponsors of SARU.

17.3 Whilst performing her services for SARU, the PLAYER shall be entitled to wear Footwear of her choice while training or playing matches and, to receive endorsement fees or other payments for this. The PLAYER will, however, be required to wear running shoes provided by the Authorised Sponsor (which at the Date of Signature is Asics) when disembarking from the team bus on Match day at the stadium and when the PLAYER attends an official signing session as part of the Springbok Women Squad, provided that the PLAYER is wearing her track-suit (as opposed to her formal Springbok Women clothing).

17.4 The PLAYER must wear the official clothing of SARU's Authorised Sponsors when training, playing matches, travelling or appearing in public as a member of the Springbok Women Squad during and within the scope of her employment while part of the Springbok Women Squad. For the avoidance of doubt, the PLAYER may not in the mentioned instances wear clothing with logos or brand names which are conflicting with those of SARU's Authorised Sponsors while officially training, playing matches, travelling or appearing in public as a member of the Springbok Women Squad.

17.5 The PLAYER shall not remove, alter or obscure any logos, brand names or identification devices on the official clothing, equipment or accessories provided to the PLAYER by Authorised Sponsors or Authorised Suppliers.

17.6 The PLAYER shall not display any logos, brand names or identification devices on Technical Gear other than those of the Official Manufacturer Sponsors of SARU, being Asics at the time of the signing of this Agreement.

17.7 The PLAYER shall have the right to secure personal endorsements for Technical Gear, whilst complying with clause 17.6 and ensuring that such Technical Gear shall only be black or green in colour. For the avoidance of doubt the green shall be the same colour as the green of the Springbok Women jersey with which the Technical Gear is used in conjunction with.

17.8 The PLAYER shall not display any marks which are not allowed in accordance with Schedule I of Regulation 11 of World Rugby.

18. ANTI-DOPING

18.1 It is acknowledged by the Parties that it is fundamentally important for the Game that the Game remains as free as possible from doping and the use of prohibited substances and that the provisions of the Substantive Agreement – in addition to World Rugby and SARU's provisions – will regulate the Parties' approach to anti-doping.

18.2 The PLAYER may not consume any supplement(s) which are not provided by SARU, unless prior written approval for the use thereof has been obtained from SARU's head of medical.

19. GRIEVANCE PROCEDURE

SARU's procedure for the PLAYER to raise any grievances she may have is regulated by the Collective Agreement.

20. MISCONDUCT AND LEGAL REPRESENTATION

20.1 The PLAYER shall, for the duration of this Agreement, whether by act or omission refrain from doing anything which constitutes a contravention of SARU's Disciplinary Code, as provided for in the Industry Collective Agreement.

20.2 It is recorded that SARU and MyPlayers are committed to ensuring that the PLAYER is allowed prompt access to legal representation at disciplinary proceedings related to local and overseas Matches played by the PLAYER. In respect of overseas matches, SARU and MyPlayers have agreed to use their best efforts to ensure that video-conferencing facilities are available so that the PLAYER can be legally represented from South Africa via such facilities.

20.3 Should this not be possible SARU in consultation with MyPlayers will endeavour, but not be obliged, to send a legal practitioner to assist the PLAYER, failing which, a legal

practitioner in that country where the hearing is scheduled to take place and who is skilled and experienced in disciplinary hearings, will be briefed to represent the PLAYER.

20.4 The costs of such overseas legal representation shall be shared equally between SARU and MyPlayers.

20.5 In the event that the PLAYER is suspended as a result of foul play during a Match, the PLAYER shall be obliged to do other duties such as, but not limited to coaching clinics, appearances etc. as may be directed by SARU.

21. DISPUTES

Any dispute between any of the parties to this Agreement involving the interpretation, application or implementation of this Agreement, or of any employment law, shall unless otherwise resolved amongst the Parties to the dispute, be referred to and determined by final and binding arbitration in terms of the Collective Agreement.

22. PERFORMANCE REVIEW PROCEDURE

SARU will, in accordance with the Footprint Assessment Data System, assess and review the PLAYER's performance. Such assessment and review will take place in accordance with the Performance Review Procedure set out in the Collective Agreement.

23. TERMINATION BY SARU

23.1 SARU may terminate this Agreement prematurely on account of the PLAYER's misconduct or incapacity where the PLAYER's misconduct or incapacity is of such nature that it would warrant dismissal under the Labour Relations Act. 66 of 1995, as amended.

23.2 In the event that the PLAYER's standard of her services, especially her playing performance as a Springbok Women rugby player, deteriorates to such an extent that objectively assessed – through the corroboration of the Footprint Assessment data relating to the PLAYER - she no longer conforms to the standards required of a Springbok Women rugby player in her playing position, and after SARU has duly followed the Performance Review Procedure set out in the Collective Agreement, SARU

will be entitled to terminate this Agreement in accordance with the Code of Good Practice relating to dismissal as set out in the Act.

24. TERMINATION BY THE PLAYER

24.1 Subject to clause 24.2, the PLAYER may terminate this Agreement and claim fair compensation if –

24.1.1 SARU fails to pay the PLAYER's remuneration by the due date and remains in default for a period of 5 (five) days of written demand for payment thereof;

24.1.2 SARU breaches a material term of this Agreement and fails to remedy the breach within 10 (ten) working days of receiving written notice to do so;

24.1.3 SARU makes a continued employment relationship impossible.

24.2 Before terminating this Agreement for any reason contemplated in this clause, the PLAYER shall first exhaust the Grievance Procedure set out in the Substantive Agreement.

24.3 The Grievance Procedure will be deemed to be exhausted if the PLAYER takes the steps set out therein and SARU fails to resolve the grievance to the satisfaction of the PLAYER.

25. PROTECTION OF PERSONAL INFORMATION

The PLAYER agrees that her personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by SARU in as far as it is reasonably necessary for SARU to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of MyPlayers Collective Commercial Rights as such consent is dealt with in terms of clause 54 of the South African Rugby Industry Collective Agreement.

26. WHOLE AGREEMENT

26.1 This Agreement, read with the Collective Agreement and the annexures hereto, constitutes the entire agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.

26.2 The PLAYER acknowledges that prior to the signing of this Agreement she has read and understood and made herself conversant with all the terms and conditions contained in or referred to herein, and that, if required, explanations which may have been called for by her were furnished to her and that she has no objection to signing this Agreement and understands and acknowledges the contents hereof.

27. VARIATION

No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

28. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by either Party in respect of the performance of any obligation hereunder and no delay or forbearance in the enforcement of any right by either Party arising from this Agreement and no single or partial exercise of any right by either Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Parties' rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

29. PRIOR AGREEMENTS

With the exclusion of the Collective Agreement, all prior agreements entered into between the PLAYER and SARU, whether oral or in writing, are cancelled with effect from 1 January 2017. It is agreed that the relationship between the PLAYER and SARU shall from such date be governed by the provisions of this Agreement read with the Collective Agreement.

30. CONFIDENTIALITY

30.1 It is hereby agreed that the terms and conditions of this Agreement are confidential and that neither SARU or the PLAYER is entitled to disclose the terms and conditions of this Agreement to any person whatsoever other than to MyPlayers, the PLAYER's agent, or their legal representatives, without the prior written consent of the other party, except for the purposes of performance or enforcing performance of the obligations expressed herein or for the purposes of any disclosure which may be required in law.

30.2 As a result of the PLAYER's participation in the Springbok Women

30.3 activities, she will acquire information concerning SARU's coaching methods, team drills and playing strategies. This information is confidential to SARU and the PLAYER therefore undertakes not to disclose any such confidential information to anyone, except to persons connected with SARU, who are required to be aware of the information.

31. NOTICES AND DOMICILIA

31.1 The PLAYER chooses as her *domicilium citandi et executandi* the address as set out in **Schedule I** for all purposes arising out of or in connection with this Agreement at which address all processes and notices arising out of or in connection with this Agreement or its breach may validly be served upon or delivered. All notices addressed to the PLAYER must be sent to MyPlayers also, to the following fax number and email address and at the following address, attention of Isma-eel Dollie:

Fax number:	086 624 8943
Email address:	isma-eel@my-players.com
Street address:	Table Bay Building, Tygerberg Office Park, 163 Uys Krige Road, Plattekloof 7500

31.2 SARU chooses as its *domicilium citandi et executandi* the following address:

Email address:	dave.wessels@sarugby.co.za
Street Address:	SARU House, 163 Uys Krige Road, Plattekloof, 7500

31.3 Any notice given in terms of this Agreement shall be in writing and shall:

31.3.1 if delivered by hand during normal business hours on an ordinary working day, be deemed to have been duly received by the addressee on the date of delivery, and otherwise it shall be deemed to have been received on the next ordinary working day;

31.3.2 if transmitted by facsimile during normal business hours on an ordinary working day, be deemed to have been received by the addressee on the day of despatch, and otherwise it shall be deemed to have been received on the next working day.

31.4 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by 1 (one) of the Parties from another shall be adequate written notice or communication to such Party.

Signed at _____ on _____ 2025.

AS WITNESSES:

1. _____ _____

THE PLAYER

2. _____

Signed at _____ on _____2025.

AS WITNESSES:

1. _____ _____

For: SARU
Rian Oberholzer
CEO duly authorised

2. _____

SCHEDULE I

PLAYER PERSONAL INFORMATION

112 113	1.	114 115	Full names and surname	116 117
118 119	2.	120 121	Identification number	122
123 124	3.	125 126	Date of birth	127
128 129	4.	130 131	Physical address	132 133
134 135	5.	136 137	Province	138
139 140	6.	141 142	Cellular phone number	143
144 145	7.	146 147	Email address	148
149 150	8.	151 152	Income tax number	153
154 155	9.	156 157	Next of kin full names	158
159 160	10.	161 162	Next of kin phone number	163
164 165	11.	166 167	Name of medical aid	168
169 170	12.	171 172	Name of medical aid number	173
174 175	13.	176 177	Medical aid plan	178

SCHEDULE II
REMUNERATION

As consideration for the PLAYER's services under this Agreement, SARU shall pay the PLAYER a fixed total cost-to-company package as set out hereunder –

1. **FIXED REMUNERATION**

1.1 **Cash component**

For the period until :

1.2 The cash component of the total cost-to-company package shall be paid monthly in arrears on or before last day of each month.

1.3 **Accommodation**

Not applicable.

2. **DURATION**

2.1 Commencement date of contract:

2.2 Termination date of contract:

3. **WIN BONUSES**

3.1 The Player will be paid win bonuses during the term of the Agreement in accordance with the applicable Remuneration Agreement entered between SARU and MyPlayers.

SCHEDULE III

PHYSICAL AND HEALTH

HEALTH DECLARATION BY THE PLAYER OF ANY ILLNESS OR INJURY AT THE TIME OF SIGNING OF THIS AGREEMENT (Any reference to "you" means the PLAYER)			
1.	Have you, in the past year, suffered from any injury* which has kept you out of the Game for longer than 30 (thirty) days? (*for e.g. concussion, muscle, ligament, tendon, bone, joint, limb or spine injuries, etc.)	YES	NO
2.	Do you currently suffer from any injuries?	YES	NO
3.	Are you currently participating in official rugby matches?	YES	NO
4.	Have you experienced weakness and/or pins and needles in any of your limbs, shoulder or spine in the past year?	YES	NO
5.	Have you been advised, or do you plan, to undergo any surgical treatment?	YES	NO

If you answered "YES" to any of the aforementioned questions, please complete the table below.

Question no:	**Injury details - please include diagnosis & for limb injuries, left or right side: ***	**Date injury sustained:**	**Injury Period:**	**When did you last have symptoms ?**	**Medical Practitioner's name and contact details**
1					
2					
3					
4					
5					

*Provide details here if space above insufficient:

The PLAYER herewith grants SARU the right and authorises SARU to request and obtain any medical information and medical records pertaining to the PLAYER from his Province or the PLAYER's Medical Practitioner.

PLAYER's Signature

SCHEDULE IV

WOMEN CONTRACTED PLAYER

ONBOARDING DOCUMENT

(Medical Aid, Contract Insurance, Pension Fund)

Name and Surname					
Identity number					
Cellphone number					
Email					
Province					
Contract term					
Previously contracted with					
Medical aid					
Medical aid number					
Principle member					
Gross annual remuneration	R *(To determine insurable income)*				
Pension fund contribution	R *(To be classified as an Employer contribution)*				
Signed by Player		Date		Place	
Signed by Employer		Date		Place	

To be communicated to Financial Advisers

david@my-players.com

SCHEDULE V

DECLARATION CONCERNING EMPLOYMENT, BUSINESS OR STUDIES

(Complete if/where applicable)

1.	**EMPLOYMENT**	
1.1	Employer's name	
1.2	Player's duties	
1.3	Working hours	
1.4	Name, address and telephone number of the business in which the Player is involved	
1.5	Player's interest in business (e.g. shareholder, director)	
1.6	Average hours spent on business per day	
2.	**STUDIES**	
2.1	Name of educational institution	
2.2	Course registered for	
2.3	Times when Player is expected to attend lectures/examinations	

SCHEDULE 3

PONI PLAYER CONTRACT[14]

Between

_____

('the Province')

(insert legal name of contracting entity – as per Parties to South African Rugby Industry Collective Agreement – "*the SARICA*")

and

_____

('the Player')

(insert full names of the Player followed by Identification or Passport Number)

[14] If the Player is being contracted on a Free Agent basis, then the following must be inserted as a new sub-clause 1.1(A): "Despite anything to the contrary in this Clause 1, the Player may, as a Player contracted on a *Free-Agent basis*, terminate this Player Contract by giving not less than 14 (fourteen) *Business Days*' notice of such termination in writing to the *Province*.

1. Employment by the Province

1.1. The Province hereby contracts the Player as a Provincial Player and Player of National Interest ("PONI") to play rugby for the Province for the period _____ (insert Commencement Date) to _____ (insert termination date], and the Player agrees to be contracted as set out herein.

1.2. This contract is for a fixed-term and the Player acknowledges that, notwithstanding any previous renewals of his contract, and unless expressly advised to the contrary as set in Clause 1.3 hereof, he does not have any expectation of renewal of this contract, or of permanent employment beyond the termination date of this contract.

1.3. It is recorded that only the Chief Executive Officer of the Province is authorised to advise the Player of its intention to renew this contract, and the Player shall not rely on any representations or undertakings made or given by any other person in this regard.

2. Player's PONI and Secondment obligations

2.1. The Player agrees to perform all such Duties as the Province may require of him in order to fulfil the Province's obligations to SARU under the SARU – Franchise PONI Agreement (hereinafter "the PONI Agreement"), as may be amended from time to time. A Copy of the Draft and Unsigned PONI Agreement is annexed hereto, which draft sets out substantially the obligations of the Province to SARU. By signing this Player Contract, the Player acknowledges that he is familiar with such obligations, and that he consents to co-operating in good faith with the Province with a view to ensuring that the Province is entitled to fulfil all such obligations.

2.2. The Player shall from time to time, and for varying periods, be seconded by the Province to SARU to render rugby playing services to SARU and the Player agrees to be so seconded. Whilst seconded to SARU, the Player has Duties to both the Province and SARU, as specified in the South African Rugby Industry Collective Agreement ("*the SARICA*"), concluded between the South African Rugby Union (SARU), the South African Rugby Employers' Organisation (SAREO), and the MyPlayers Industrial Association (MyPlayers), in force from time to time. The Player hereby acknowledges and agrees to such Duties.

2.3. The Player shall not be entitled to additional Remuneration, other than that provided for in this Player Contract, in respect of services rendered to SARU during the secondment period(s), save that the Player may be paid a Match Fee and win-bonus by SARU as provided for in the Remuneration Agreement between SARU and MyPlayers.

3. Remuneration by the Province

For performance of the Player's services hereunder, the Province shall remunerate the player as set out in Annexure 'A' hereto.

4. SARICA

4.1. The remaining terms and conditions of employment applicable to the Player are as set out in the SARICA. The Player hereby agrees to be bound by the terms of the SARICA in so far as they relate to him.

4.2. It is recorded that the SARICA is, by virtue of s23(1)(d) of the Labour Relations Act, 66 of 1995 (hereinafter "the Act"), binding on all Players are Members of the MyPlayers and that the SARICA has also been made binding on all players who are not Members of MyPlayers through express incorporation, in the SARICA, of the provisions of s23(1)(d) of the Act (hereinafter "s23(1)(d) of the Act"). If the player is bound by the SARICA through the operation of s23(1)(d) of the Act, then, by signing this Agreement, the Player acknowledges that he is aware of being so bound. If for any reason the Player is not bound by the SARICA through the operation of s23(1)(d) of the Act, then, by signing the Agreement, the Player agrees that all the provisions of the SARICA shall, insofar as such provisions are intended to be binding on players, be binding on the Player, as if such provisions were specifically incorporated in this Agreement. The Player is advised to study the SARICA, and seek advice on its interpretation if necessary, before signing this Agreement. A copy of the SARICA will be made available to the Player by the Province, on the Player's request and is available on the MyPlayers and SARU websites.

5. Players' Collective Commercial Rights

5.1. The Player's attention is specifically drawn to Clauses 59.1 to 59.3 of the SARICA which provides as follows:

5.2. It is recorded that the Players Trust and SARU have concluded an agreement under which SARU has acquired the Players' Collective Commercial Rights of all Contracted Players who have transferred their Players' Collective Commercial Rights to the Players Trust. It is further noted that in terms of such agreement the Players Trust has granted to SARU the right to use such Players' Collective Commercial Rights which enables SARU to grant the Players Collective Commercial Rights to the Provinces;

5.3. Should the Players Trust at any time, and for any reason whatsoever, fail to obtain and or hold the Players' Collective Commercial Rights of any Player then the Province to whom the Player is contracted shall from the date on which the Players Trust fails to obtain or ceases to hold such right, have the right to use the Collective Commercial Rights of the Player by virtue of this Agreement at no cost;

5.4. Should a Player at any time subsequent to the conclusion of the SARU and Players Trust agreement and this Agreement, transfer to the Players Trust the right to use his Players' Collective Commercial Rights, then the use thereof shall be made available to the Province to which the Player is contracted, from the date on which the Player transfers such right to the Players Trust, in terms of the Players Trust and SARU agreement, and not from this Agreement.

6. Acknowledgements by the Player

6.1. The Player acknowledges and accepts that –

6.1.1. in terms of the provisions of World Rugby Regulation 4.9.1 neither his agent nor any other person shall induce or attempt to induce the Player to leave SARU, unless the prior written consent of SARU has been obtained;

6.1.2. In terms of the provisions of World Rugby Regulation 4.5.5 no overseas Union, Rugby Body or Club (as defined in the World Rugby Regulations) shall enter into any written agreement and/or arrangement of any kind that provides for and/or in any way facilitates third party influence and/or control over the Player's relationship with SARU for the duration of this Agreement;

6.1.3. In terms of the Provisions of World Rugby Regulation 4.6.4 SARU shall be entitled to refuse to give its consent to the issue of a Clearance if the Player has not fulfilled any of his obligations in terms of the Agreement, without which Clearance the Player shall in terms of World Rugby Regulation 4.6.1 not be eligible to participate in Competitions organised, recognized or sanctioned by any overseas Union the player may wish to play for; and

6.1.4. A breach of any of the above Duties will be material and may result in disciplinary action being taken against the Player which, in turn, could result in termination of this contract.

7. Declarations by the Player

7.1. The Player declares that to the best of his knowledge and belief and saves as disclosed in Annexure 'B'–

7.1.1. he is free of any illness or injury that could affect his performance under this Agreement;

7.1.2. he is not involved in any employment, business or studies at an educational institution;

7.1.3. he is not bound by an individual agreement, arrangement or commitment concerning the use of his image by a party other than the Province or one of its Sponsors.

7.2. The Player hereby acknowledges and accepts that he shall, for the duration of his employment by the Province, be bound by the constitution, By-Laws and regulations of World Rugby, the South African Rugby Union and the Code of Conduct, Employee Guide and Policies of the Province.

8. Protection of Personal Information

The Player hereby agree that his personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by the Province and SARU in as far as it is reasonably necessary for the Province and SARU to manage and conduct its

day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of MyPlayers Collective Commercial Rights as such consent is dealt with in terms of Clause 70 of the SARICA.)

Signed at _____ on _____ 20__.

AS WITNESSES:

1. _____ _____

THE PLAYER

2. _____

Signed at _____ on _____ 20__.

AS WITNESSES:

1. _____ _____

Obo the PROVINCE

2. _____

PERSONAL DETAILS:

Initials:		Surname:	
First Name:		Second Name:	
ID Number:		Date of Birth:	
Marital Status:		Spouse's Name:	
Cell Number:		Email Address:	
Contract Date:		Expiring Date:	
Number of Dependents excluding you:			

ADDRESS DETAILS:

Unit Number:		Complex Name:	
Street Number:		Street Name:	
City/Town:		Suburb:	

Income Tax number:	

PAYMENT DETAILS:

Bank Name:		Branch Code:	
Type of Account:		Branch Name:	
Account Number:		Account Holder:	

CONTRACTUAL DETAILS:

Pension Fund Contribution:	
Name of Medical Aid Fund:	
Name of Benefit Option/Plan:	
Monthly Premium:	

CLEAR COPY OF ID DOCUMENT PROVIDED:

Yes:	No:

1. TOTAL ANNUAL COST-TO-COMPANY SALARY PACKAGE:

R……
You shall be paid a monthly Remuneration of: R…….
(Before deductions)
[stipulate any allowances]

2. RECORDABLE

2.1. It is recorded that –

2.1.1. You have requested the Province to structure the total cost of your employment as set out in this Annexure, and it is recorded that you and the Province have negotiated successfully in respect of such restructuring.

2.1.2. The Province expects you to use your private motor vehicle in the performance of your Duties, which includes attending promotional and official events, training and development projects and other such Duties as the Province might stipulate from time to time. The travel allowance stipulated above is intended to defray such expenditure, and the allowance shall take into account the cost price of your motor vehicle and expected business kilometers travelled per annum.

2.1.3. The Province shall not be liable in any manner whatsoever should you be compelled to pay in any income tax as a result of your failure to keep such accurate records as required by law or where insufficient tax was deducted at your request.

2.1.4. The Match Fees, win and incentive payments are to be reflected separately on your pay slip and IRP 5.

2.1.5. The Province will pay the monthly Remuneration no later than the last day of the calendar month for which it is due, and any payments made on your behalf to service providers will be made no later than the 5th of the month following the month in which the deduction was made.

2.1.6. The Province shall be entitled to deduct from your Remuneration, with your prior obtained written consent as required in section 34(1) (a) and (b) and section 34(2) of the Basic Conditions of Employment Act, any amounts owing by you to the Province.

ANNEXURE 'B' – DISCLOSURES AND DECLARATIONS BY THE PLAYER

HEALTH DECLARATION

- Provide full details of any injury or illness which you are aware of (use additional pages if necessary):

- Provide details of any medical treatment you have received for any injury or illness that kept you from playing rugby for longer than 60 days:

DISCLOSURE RELATING TO INVOLVEMENT IN BUSINESS, EMPLOYMENT OR STUDIES AT AN EDUCATIONAL INSTITUTION

- Business', Employer's/Educational Institution's name, address and telephone numbers:

- Player's Duties and working/study hours during the day:

DISCLOSURE RELATING TO ANY AGREEMENT, ARRANGEMENT OR COMMITMENT CONCERNING PLAYER ATTRIBUTES[15]

- The Name(s) of the party/Parties with whom the player has concluded an agreement or made an agreement or commitment concerning the use of his image:

- The rights which the player has conferred on the other party/Parties to use his image:

- Details of any existing or proposed promotional, publicity or advertorial material:

[15] The Player's attention is drawn to the following definition of "Player Attributes" contained in the SARICA : "Player Attributes" means the rights which the Players own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information ;

ONBOARDING DOCUMENT

(Medical Aid, Contract Insurance, Pension Fund)

Name and Surname					
Identity number					
Cellphone number					
Email					
Province					
Contract term					
Previously contracted with					
Medical aid					
Medical aid number					
Principle member					
Gross annual remuneration	R *(To determine insurable income)*				
Pension fund contribution	R *(To be classified as an Employer contribution)*				
Signed by Player		Date		Place	
Signed by Employer		Date		Place	

To be communicated to Financial Advisers

david@my-players.com

SCHEDULE 4

PROVINCIAL PLAYER CONTRACT

(NON-PONI)

Between

_____

('the Province')

(insert legal name of contracting entity – as per Parties to the South African Rugby Industry Collective Agreement – "*the SARICA*")

and

_____

('the Player')

(insert full names of the Player followed by Identification or Passport Number)

1. Employment by the Province

1.1. The Province hereby contracts the Player as a Provincial Player to play rugby for the Province for the period _____ (insert Commencement Date) to _____ (insert termination date], and the Player agrees to be contracted as set out herein.

1.2. This contract is for a fixed-term and the Player acknowledges that, notwithstanding any previous renewals of his contract, and unless expressly advised to the contrary as set in Clause 1.3 hereof, he does not have any expectation of renewal of this contract, or of permanent employment beyond the termination date of this contract.

1.3. It is recorded that only the Chief Executive Officer of the Province is authorised to advise the Player of its intention to renew this contract, and the Player shall not rely on any representations or undertakings made or given by any other person in this regard.

2. Secondment to SARU

2.1. The Player acknowledges and agrees that he may from time to time, and for varying periods, be seconded by the Province to the South African Rugby Union (hereinafter "SARU") to render rugby playing services to SARU and agrees to be so seconded.

2.2. Whilst seconded to SARU, the Player has Duties to both the Province and SARU, as specified in the South African Rugby Industry Collective Agreement ("*the SARICA*"), concluded between the South African Rugby Union (SARU), the South African Rugby Employers' Organisation (SAREO) and the MyPlayers Industrial Association (MyPlayers), in force from time to time. The Player hereby acknowledges and agrees to such Duties.

2.3. The Player shall not be entitled to additional Remuneration, other than that provided for in this Player Contract, in respect of services rendered to SARU during the secondment period(s), save that the Player may be paid a Match Fee and win-bonus by SARU as provided for in the Remuneration Agreement between SARU and MyPlayers.

3. Remuneration by the Province

For performance of the Player's services hereunder, the Province shall remunerate the player as set out in Annexure 'A' hereto.

4. SARICA

4.1. The remaining terms and conditions of employment applicable to the Player are as set out in the SARICA. The Player hereby agrees to be bound by the terms of the SARICA in so far as they relate to him.

4.2. It is recorded that the **SARICA** is, by virtue of s23(1)(d) of the Labour Relations Act, 66 of 1995 (hereinafter "the Act"), binding on all Players who are Members of MyPlayers and that the SARICA has also been made binding on all players who are not Members of MyPlayers through express incorporation, in the SARICA, of the provisions of s23(1)(d) of the Act (hereinafter "s23(1)(d) of the Act"). If the player is bound by the SARICA through the operation of s23(1)(d) of the Act, then, by signing this Agreement, the Player acknowledges that he is aware of being so bound. If for any reason the Player is not bound by the SARICA through the operation of s23(1)(d) of the Act, then, by signing the Agreement, the Player agrees that all the provisions of the SARICA shall, insofar as such provisions are intended to be binding on players, be binding on the Player, as if such provisions were specifically incorporated in this Agreement. The Player is advised to study the SARICA, and seek advice on its interpretation if necessary, before signing this Agreement. A copy of the SARICA will be made available to the Player by the Province, on the Player's request and is available on the MyPlayers and SARU websites.

5. Players' Collective Commercial Rights

5.1. The Player's attention is specifically drawn to Clauses 59.1 to 59.3 of the SARICA which provides as follows:

5.2. It is recorded that the Players Trust and SARU have concluded an agreement under which SARU has acquired the Players' Collective Commercial Rights of all Contracted Players who have transferred their Players' Collective Commercial Rights to the Players Trust. It is further noted that in terms of such agreement the Players Trust has granted to SARU the right to use such Players' Collective Commercial Rights which enables SARU to grant the Players Collective Commercial Rights to the Provinces;

5.3. Should the Players Trust at any time, and for any reason whatsoever, fail to obtain and or hold the Players' Collective Commercial Rights of any Player then the Province to whom the Player is contracted shall from the date on which the Players Trust fails to obtain or ceases to hold such right, have the right to use the Collective Commercial Rights of the Player by virtue of this Agreement at no cost;

5.4. Should a Player at any time subsequent to the conclusion of the SARU and Players Trust agreement and this Agreement, transfer to the Players Trust the right to use his Players' Collective Commercial Rights, then the use thereof shall be made available to the Province to which the Player is contracted, from the date on which the Player transfers such right to the Players Trust, in terms of the Players Trust and SARU agreement, and not from this Agreement.

6. Acknowledgements by the Player

6.1. The Player acknowledges and accepts that –

6.1.1. in terms of the provisions of World Rugby Regulation 4.9.1 neither his agent nor any other person shall induce or attempt to induce the Player to leave SARU, unless the prior written consent of SARU has been obtained;

6.1.2. In terms of the provisions of World Rugby Regulation 4.5.5 no overseas Union, Rugby Body or Club (as defined in the World Rugby Regulations) shall enter into any written agreement and/or arrangement of any kind that provides for and/or in any way facilitates third party influence and/or control over the Player's relationship with SARU for the duration of this Agreement;

6.1.3. In terms of the Provisions of World Rugby Regulation 4.6.4 SARU shall be entitled to refuse to give its consent to the issue of a Clearance if the Player has not fulfilled any of his obligations in terms of the Agreement, without which Clearance the Player shall in terms of World Rugby Regulation 4.6.1 not be eligible to participate in Competitions organised, recognized or sanctioned by any overseas Union the player may wish to play for; and

6.1.4. A breach of any of the above Duties will be material and may result in disciplinary action being taken against the Player which, in turn, could result in termination of this contract.

7. Declarations by the Player

7.1. The Player declares that to the best of his knowledge and belief and saves as disclosed in Annexure 'B'–

7.1.1. he is free of any illness or injury that could affect his performance under this Agreement;

7.1.2. he is not involved in any employment, business or studies at an educational institution;

7.1.3. he is not bound by an individual agreement, arrangement or commitment concerning the use of his image by a party other than the Province or one of its Sponsors.

7.2. The Player hereby acknowledges and accepts that he shall, for the duration of his employment by the Province, be bound by the constitution, By-Laws and regulations of World Rugby, the South African Rugby Union and the Code of Conduct, Employee Guide and Policies of the Province.

8. Protection of Personal Information

The Player hereby agrees that his personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by the Province in as far as it is reasonably necessary for the Province to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of MyPlayers Collective Commercial Rights as such consent is dealt with in terms of clause 70 of the SARICA).

Signed at _____ on _____ 20__.

AS WITNESSES:

1. _____ _____

THE PLAYER

2. _____

Signed at _____ on _____ 20__.

AS WITNESSES:

1. _____ _____

Obo the PROVINCE

2. _____

PERSONAL DETAILS:

Initials:		Surname:	
First Name:		Second Name:	
ID Number:		Date of Birth:	
Marital Status:		Spouse's Name:	
Cell Number:		Email Address:	
Contract Date:		Expiring Date:	

Number of Dependents excluding you:	

ADDRESS DETAILS:

Unit Number:		Complex Name:	
Street Number:		Street Name:	
City/Town:		Suburb:	

Income Tax number:	

PAYMENT DETAILS:

Bank Name:		Branch Code:	
Type of Account:		Branch Name:	
Account Number:		Account Holder:	

CONTRACTUAL DETAILS:

Pension Fund Contribution:	
Name of Medical Aid Fund:	
Name of Benefit Option/Plan:	
Monthly Premium:	

CLEAR COPY OF ID DOCUMENT PROVIDED:

Yes:	No:

ANNEXURE 'A' – REMUNERATION

1. TOTAL ANNUAL COST TO COMPANY SALARY PACKAGE:

R……
You shall be paid a monthly Remuneration of: R……
(Before deductions)
[stipulate allowances]

2. RECORDABLE

2.1. It is recorded that –

2.1.1. You have requested the Province to structure the total cost of your employment as set out in this Annexure, and it is recorded that you and the Province have negotiated successfully in respect of such restructuring.

2.1.2. The Province expects you to use your private motor vehicle in the performance of your Duties, which includes attending promotional and official events, training and development projects and other such Duties as the Province might stipulate from time to time. The travel allowance stipulated above is intended to defray such expenditure, and the allowance shall take into account the cost price of your motor vehicle and expected business kilometers travelled per annum.

2.1.3. The Province shall not be liable in any manner whatsoever should you be compelled to pay in any income tax as a result of his failure to keep such accurate records as required by law or where insufficient tax was deducted at your request.

2.1.4. The Match Fees, win and incentive payments are to be reflected separately on your pay slip and IRP 5.

2.1.5. The Province will pay the monthly Remuneration no later than the last day of the calendar month for which it is due, and any payments made on your behalf

to service providers will be made no later than the 5th of the month following the month in which the deduction was made.

2.1.6. The Province shall be entitled to deduct from your Remuneration, with your prior obtained written consent as required in section 34(1) (a) and (b) and section 34(2) of the Basic Conditions of Employment Act, any amounts owing by you to the Province.

ANNEXURE 'B' – DISCLOSURES AND DECLARATIONS BY THE PLAYER

HEALTH DECLARATION

- Provide full details of any injury or illness which you are aware of (use additional pages if necessary):

- Provide details of any medical treatment you have received for any injury or illness that kept you from playing rugby for longer than 60 days:

DISCLOSURE RELATING TO INVOLVEMENT IN BUSINESS, EMPLOYMENT OR STUDIES AT AN EDUCATIONAL INSTITUTION

- Business', Employer's/Educational Institution's name, address and telephone numbers:

- Player's Duties and working/study hours during the day:

DISCLOSURE RELATING TO ANY AGREEMENT, ARRANGEMENT OR COMMITMENT CONCERNING PLAYER ATTRIBUTES[16]

- The Name(s) of the party/Parties with whom the player has concluded an agreement or made an agreement or commitment concerning the use of his image:

- The rights which the player has conferred on the other party/Parties to use his image:

- Details of any existing or proposed promotional, publicity or advertorial material:

[16] The Player's attention is drawn to the following definition of "Player Attributes" contained in the SARICA : "Player Attributes" means the rights which the Players own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information ;

ONBOARDING DOCUMENT

(Medical Aid, Contract Insurance, Pension Fund)

Name and Surname					
Identity number					
Cellphone number					
Email					
Province					
Contract term					
Previously contracted with					
Medical aid					
Medical aid number					
Principle member					
Gross annual remuneration	R *(To determine insurable income)*				
Pension fund contribution	R *(To be classified as an Employer contribution)*				
Signed by Player		Date		Place	
Signed by Employer		Date		Place	

To be communicated to Financial Advisers

david@my-players.com

SCHEDULE 5

SEMI-PROFESSIONAL PLAYER CONTRACT

Between

_____

('the Province')

(insert legal name of contracting entity – as per Parties to South African Rugby Industry Collective Agreement – "*the SARICA*")

and

_____

('the Player')

(insert full names of the Player followed by Identification or Passport Number)

1. Employment by the Province

1.1. The Province hereby contracts the Player as a Semi-Professional Player to play rugby for the Province for the period _____ (insert Commencement Date) to _____ (insert termination date], and the Player agrees to be contracted as set out herein.

1.2. This contract is for a fixed-term and the Player acknowledges that, notwithstanding any previous renewals of his contract, and unless expressly advised to the contrary as set in Clause 1.3 hereof, he does not have any expectation of renewal of this contract, or of permanent employment beyond the termination date of this contract.

1.3. It is recorded that only the Chief Executive Officer of the Province is authorised to advise the Player of its intention to renew this contract, and the Player shall not rely on any representations or undertakings made or given by any other person in this regard.

2. Special Provisions relating to the working time and secondment

It is recorded that in terms of the South African Rugby Industry Collective Agreement ("*the SARICA*") concluded between the South African Rugby Union (SARU), the South African Rugby Employers' Organisation ("SAREO") and the MyPlayers Industrial Association ("MyPlayers") and regulating the Player's employment, the Player is expressly entitled to take up employment or studies which shall be accommodated by the Province when determining the Player's Duties to the Province, including the Player's playing and training obligations. The Player and the Province hereby agree to commit to working together in good faith to ensure the most harmonious co-existence of the Player's obligations to the Province and his commitment and obligations to his employment or studies. To this end, the Player shall, as required by Annexure B, make full disclosure to the Province of his employment and study commitments.

3. Secondment to SARU

3.1. The Player may from time to time, and for varying periods, be seconded by the Province to SARU to render rugby playing services to SARU, and the Player agrees to be so seconded. Whilst seconded to SARU, the Player has Duties to both the Province and

SARU, as specified in the SARICA. The Player hereby acknowledges and agrees to such Duties.

3.2. The Player shall not be entitled to additional Remuneration, other than that provided for in this Player Contract, in respect of services rendered to SARU during the secondment period(s), save that the Player may be paid a Match Fee and win-bonus by SARU as provided for in the Remuneration Agreement between SARU and MyPlayers.

4. Remuneration by the Province

For performance of the Player's services hereunder, the Province shall remunerate the player as set out in Annexure `A' hereto.

5. SARICA

5.1. The remaining terms and conditions of employment applicable to the Player are as set out in the South African Rugby Industry Collective Agreement ("*the SARICA*"). The Player hereby agrees to be bound by the terms of the SARICA in so far as they relate to him.

5.2. It is recorded that the SARICA is, by virtue of s23(1)(d) of the Labour Relations Act, 66 of 1995 (hereinafter "the Act"), binding on all Players who are Members of the MyPlayers and that the SARICA has been made binding on all players who are not Members of MyPlayers through express incorporation, in the SARICA, of the provisions of s23(1)(d) of the Act (hereinafter "s23(1)(d) of the Act"). If the Player is bound by the SARICA through the operation of s23(1)(d) of the Act, then, by signing this Player Contract, the Player acknowledges that he is aware of being so bound. If for any reason the Player is not bound by the SARICA through the operation of s23(1)(d) of the Act, then, by signing this Player Contract the Player agrees that all the provisions of the SARICA shall, insofar as such provisions are intended to be binding on players, be binding on the Player, as if such provisions were specifically incorporated in this Agreement. The Player is advised to study the SARICA, and seek advice on its interpretation, if necessary, before signing this Player Contract. A copy of the SARICA will be made available to the Player by the Province, on the Player's request and is available on the MyPlayers and SARU websites.

6. Players' Collective Commercial Rights

6.1. The Player's attention is specifically drawn to Clauses 59.1 to 59.3 of the SARICA which provides as follows:

6.2. It is recorded that the Players Trust and SARU have concluded an agreement under which SARU has acquired the Players' Collective Commercial Rights of all Contracted Players who have transferred their Players' Collective Commercial Rights to the Players Trust. It is further noted that in terms of such agreement the Players Trust has granted to SARU the right to use such Players' Collective Commercial Rights which enables SARU to grant the Players Collective Commercial Rights to the Provinces;

6.3. Should the Players Trust at any time, and for any reason whatsoever, fail to obtain and or hold the Players' Collective Commercial Rights of any Player then the Province to whom the Player is contracted shall from the date on which the Players Trust fails to obtain or ceases to hold such right, have the right to use the Collective Commercial Rights of the Player by virtue of this Agreement at no cost;

6.4. Should a Player at any time subsequent to the conclusion of the SARU and Players Trust agreement and this Agreement, transfer to the Players Trust the right to use his Players' Collective Commercial Rights, then the use thereof shall be made available to the Province to which the Player is contracted, from the date on which the Player transfers such right to the Players Trust, in terms of the Players Trust and SARU agreement, and not from this Agreement.

7. Acknowledgements by the Player

7.1. The Player acknowledges and accepts that –

7.1.1. in terms of the provisions of World Rugby Regulation 4.9.1 neither his agent nor any other person shall induce or attempt to induce the Player to leave SARU, unless the prior written consent of SARU has been obtained;

7.1.2. In terms of the provisions of World Rugby Regulation 4.5.5 no overseas Union, Rugby Body or Club (as defined in the World Rugby Regulations) shall enter into any written agreement and/or arrangement of any kind that provides for

and/or in any way facilitates third party influence and/or control over the Player's relationship with SARU for the duration of this Agreement;

7.1.3. In terms of the Provisions of World Rugby Regulation 4.6.4 SARU shall be entitled to refuse to give its consent to the issue of a Clearance if the Player has not fulfilled any of his obligations in terms of the Agreement, without which Clearance the Player shall in terms of World Rugby Regulation 4.6.1 not be eligible to participate in Competitions organised, recognized or sanctioned by any overseas Union the player may wish to play for; and

7.1.4. A breach of any of the above Duties will be material and may result in disciplinary action being taken against the Player which, in turn, could result in termination of this contract.

8. Declarations by the Player

8.1. The Player declares that to the best of his knowledge and belief and saves as disclosed in Annexure 'B'–

8.1.1. he is free of any illness or injury that could affect his performance under this Agreement;

8.1.2. he is not involved in any employment, business or studies at an educational institution;

8.1.3. he is not bound by an individual agreement, arrangement or commitment concerning the use of his image by a party other than the Province or one of its Sponsors.

8.2. The Player hereby acknowledges and accepts that he shall, for the duration of his employment by the Province, be bound by the constitution, By-Laws and regulations of World Rugby, the South African Rugby Union and the Code of Conduct, Employee Guide and Policies of the Province.

9. Protection of Personal Information Act

The Player hereby agrees that his personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by the Province in as far as it is reasonably necessary for the Province to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of MyPlayers Collective Commercial Rights as such consent is dealt with in terms of clause 70 of the SARICA).

Signed at _____ on _____ 20__.

AS WITNESSES:

1. _____ _____

THE PLAYER

2. _____

Signed at _____ on _____ 20__.

AS WITNESSES:

1. _____ _____

Obo the PROVINCE

2. _____

PERSONAL DETAILS:

Initials:		Surname:	
First Name:		Second Name:	
ID Number:		Date of Birth:	
Marital Status:		Spouse's Name:	
Cell Number:		Email Address:	
Contract Date:		Expiring Date:	

Number of Dependents excluding you:	

ADDRESS DETAILS:

Unit Number:		Complex Name:	
Street Number:		Street Name:	
City/Town:		Suburb:	

Income Tax number:	

PAYMENT DETAILS:

Bank Name:		Branch Code:	
Type of Account:		Branch Name:	
Account Number:		Account Holder:	

CONTRACTUAL DETAILS:

Pension Fund Contribution:	
Name of Medical Aid Fund:	
Name of Benefit Option/Plan:	
Monthly Premium:	

CLEAR COPY OF ID DOCUMENT PROVIDED:

Yes:	No:

ANNEXURE 'A' – REMUNERATION

1 TOTAL ANNUAL COST TO COMPANY SALARY PACKAGE:

R……
You shall be paid a monthly Remuneration of: R…….
(Before deductions)
[stipulate allowances]

2 RECORDABLE

2.1. It is recorded that –

2.1.1. You have requested the Province to structure the total cost of your employment as set out in this Annexure, and it is recorded that you and the Province have negotiated successfully in respect of such restructuring.

2.1.2. The Province expects you to use your private motor vehicle in the performance of your Duties, which includes attending promotional and official events, training and development projects and other such Duties as the Province might stipulate from time to time. The travel allowance stipulated above is intended to defray such expenditure, and the allowance shall take into account the cost price of your motor vehicle and expected business kilometers travelled per annum.

2.1.3. The Province shall not be liable in any manner whatsoever should you be compelled to pay in any income tax as a result of his failure to keep such accurate records as required by law or where insufficient tax was deducted at your request.

2.1.4. The Match Fees, win and incentive payments are to be reflected separately on your pay slip and IRP 5.

2.1.5. The Province will pay the monthly Remuneration no later than the last day of the calendar month for which it is due, and any payments made on your behalf

to service providers will be made no later than the 5th of the month following the month in which the deduction was made.

2.1.6. The Province shall be entitled to deduct from your Remuneration, with your prior obtained written consent as required in section 34(1) (a) and (b) and section 34(2) of the Basic Conditions of Employment Act, any amounts owing by you to the Province.

ANNEXURE 'B' – DISCLOSURES AND DECLARATIONS BY THE PLAYER

HEALTH DECLARATION

- Provide full details of any injury or illness which you are aware of (use additional pages if necessary):

- Provide details of any medical treatment you have received for any injury or illness that kept you from playing rugby for longer than 60 days:

DISCLOSURE RELATING TO INVOLVEMENT IN BUSINESS, EMPLOYMENT OR STUDIES AT AN EDUCATIONAL INSTITUTION

a. Business', Employer's/Educational Institution's name, address and telephone numbers:

b. Player's Duties and working/study hours during the day:

DISCLOSURE RELATING TO ANY AGREEMENT, ARRANGEMENT OR COMMITMENT CONCERNING PLAYER ATTRIBUTES[17]

a. The Name(s) of the party/Parties with whom the player has concluded an agreement or made an agreement or commitment concerning the use of his image:

b. The rights which the player has conferred on the other party/Parties to use his image:

c. Details of any existing or proposed promotional, publicity or advertorial material:

[17] The Player's attention is drawn to the following definition of "Player Attributes" contained in the SARICA : "Player Attributes" means the rights which the Players own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information ;

ONBOARDING DOCUMENT

(Medical Aid, Contract Insurance, Pension Fund)

Name and Surname					
Identity number					
Cellphone number					
Email					
Province					
Contract term					
Previously contracted with					
Medical aid					
Medical aid number					
Principle member					
Gross annual remuneration	R *(To determine insurable income)*				
Pension fund contribution	R *(To be classified as an Employer contribution)*				
Signed by Player		Date		Place	
Signed by Employer		Date		Place	

To be communicated to Financial Advisers

david@my-players.com

SCHEDULE 6

DEVELOPMENT PLAYER CONTRACT

Between

_____

('the Province')

(insert legal name of contracting entity – as per Parties to the SARICA)

and

_____

('the Player')

(insert full names of the Player followed by Identification or Passport Number)

1. Employment by the Province

1.1. The Province hereby contracts the Player as a Development Player to play rugby for the Province for the period _____ (insert Commencement Date) to _____ (insert termination date], and the Player agrees to be contracted as set out herein.

1.2. This contract is for a fixed-term and the Player acknowledges that, notwithstanding any previous renewals of his contract, and unless expressly advised to the contrary as set in Clause 1.3 hereof, he does not have any expectation of renewal of this contract, or of permanent employment beyond the termination date of this contract.

1.3. It is recorded that only the Chief Executive Officer of the Province is authorised to advise the Player of its intention to renew this contract, and the Player shall not rely on any representations or undertakings made or given by any other person in this regard.

2. Secondment to SARU

2.1. The Player acknowledges and agrees that he may from time to time, and for varying periods, be seconded by the Province to the South African Rugby Union (hereinafter "SARU") to render rugby playing services to SARU and agrees to be so seconded.

2.2. Whilst seconded to SARU, the Player has Duties to both the Province and SARU, as specified in the South African Rugby Industry Collective Agreement ("*the SARICA*"), concluded between the South African Rugby Union (SARU), the South African Rugby Employers' Organisation (SAREO) and the MyPlayers Industrial Association (MyPlayers), in force from time to time. The Player hereby acknowledges and agrees to such Duties.

2.3. The Player shall not be entitled to additional Remuneration, other than that provided for in this Player Contract, in respect of services rendered to SARU during the secondment period(s), save that the Player may be paid a Match Fee and win-bonus by SARU as provided for in the Remuneration Agreement between SARU and MyPlayers.

3. Remuneration by the Province

For performance of the Player's services hereunder, the Province shall remunerate the player as set out in Annexure `A' hereto.

4. SARICA

4.1. The remaining terms and conditions of employment applicable to the Player are as set out in the Collective Agreement. The Player hereby agrees to be bound by the terms of the SARICA in so far as they relate to him.

4.2. It is recorded that the SARICA is, by virtue of s23(1)(d) of the Labour Relations Act, 66 of 1995 (hereinafter "the Act"), binding on all Players are Members of the MyPlayers and that the SARICA has also been made binding on all players who are not Members of MyPlayers through express incorporation, in the SARICA, of the provisions of s23(1)(d) of the Act (hereinafter "s23(1)(d) of the Act"). If the player is bound by the SARICA through the operation of s23(1)(d) of the Act, then, by signing this Agreement, the Player acknowledges that he is aware of being so bound. If for any reason the Player is not bound by the SARICA through the operation of s23(1)(d) of the Act, then, by signing the Agreement, the Player agrees that all the provisions of the SARICA shall, insofar as such provisions are intended to be binding on players, be binding on the Player, as if such provisions were specifically incorporated in this Agreement. The Player is advised to study the SARICA, and seek advice on its interpretation if necessary, before signing this Agreement. A copy of the SARICA will be made available to the Player by the Province, on the Player's request and is available on the MyPlayers and SARU websites.

5. Players' Collective Commercial Rights

5.1. The Player's attention is specifically drawn to Clauses 59.1 to 59.3 of the SARICA which provides as follows:

5.2. It is recorded that the Players Trust and SARU have concluded an agreement under which SARU has acquired the Players' Collective Commercial Rights of all Contracted Players who have transferred their Players' Collective Commercial Rights to the Players Trust. It is further noted that in terms of such agreement the Players Trust has granted to SARU the right to use such Players' Collective Commercial Rights which enables SARU to grant the Players Collective Commercial Rights to the Provinces;

5.3. Should the Players Trust at any time, and for any reason whatsoever, fail to obtain and or hold the Players' Collective Commercial Rights of any Player then the Province to whom the Player is contracted shall from the date on which the Players Trust fails to obtain or ceases to hold such right, have the right to use the Collective Commercial Rights of the Player by virtue of this Agreement at no cost;

5.4. Should a Player at any time subsequent to the conclusion of the SARU and Players Trust agreement and this Agreement, transfer to the Players Trust the right to use his Players' Collective Commercial Rights, then the use thereof shall be made available to the Province to which the Player is contracted, from the date on which the Player transfers such right to the Players Trust, in terms of the Players Trust and SARU agreement, and not from this Agreement.

6. Acknowledgements by the Player

6.1. The Player acknowledges and accepts that –

6.1.1. in terms of the provisions of World Rugby Regulation 4.9.1 neither his agent nor any other person shall induce or attempt to induce the Player to leave SARU, unless the prior written consent of SARU has been obtained;

6.1.2. In terms of the provisions of World Rugby Regulation 4.5.5 no overseas Union, Rugby Body or Club (as defined in the World Rugby Regulations) shall enter into any written agreement and/or arrangement of any kind that provides for and/or in any way facilitates third party influence and/or control over the Player's relationship with SARU for the duration of this Agreement;

6.1.3. In terms of the Provisions of World Rugby Regulation 4.6.4 SARU shall be entitled to refuse to give its consent to the issue of a Clearance if the Player has not fulfilled any of his obligations in terms of the Agreement, without which Clearance the Player shall in terms of World Rugby Regulation 4.6.1 not be eligible to participate in Competitions organised, recognized or sanctioned by any overseas Union the player may wish to play for; and

6.1.4. A breach of any of the above Duties will be material and may result in disciplinary action being taken against the Player which, in turn, could result in termination of this contract.

7. Declarations by the Player

7.1. The Player declares that to the best of his knowledge and belief and saves as disclosed in Annexure 'B' –

7.1.1. he is free of any illness or injury that could affect his performance under this Agreement;

7.1.2. he is not involved in any employment, business or studies at an educational institution;

7.1.3. he is not bound by an individual agreement, arrangement or commitment concerning the use of his image by a party other than the Province or one of its Sponsors.

7.2. The Player hereby acknowledges and accepts that he shall, for the duration of his employment by the Province, be bound by the constitution, By-Laws and regulations of World Rugby, the South African Rugby Union and the Code of Conduct, Employee Guide and Policies of the Province.

8. Protection of Personal Information Act

The Player hereby agrees that his personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by the Province in as far as it is reasonably necessary for the Province to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of MyPlayers Collective Commercial Rights as such consent is dealt with in terms of clause 70 of SARICA).

Signed at _____ on _____ 20__.

AS WITNESSES:

1. _____ _____

THE PLAYER

2. _____

Signed at _____ on _____ 20__.

AS WITNESSES:

1. _____ _____

Obo the PROVINCE

2. _____

PERSONAL DETAILS:

Initials:		Surname:	
First Name:		Second Name:	
ID Number:		Date of Birth:	
Marital Status:		Spouse's Name:	
Cell Number:		Email Address:	
Contract Date:		Expiring Date:	

Number of Dependents excluding you:	

ADDRESS DETAILS:

Unit Number:		Complex Name:	
Street Number:		Street Name:	
City/Town:		Suburb:	

Income Tax number:	

PAYMENT DETAILS:

Bank Name:		Branch Code:	
Type of Account:		Branch Name:	
Account Number:		Account Holder:	

CONTRACTUAL DETAILS:

Pension Fund Contribution:	
Name of Medical Aid Fund:	
Name of Benefit Option/Plan:	
Monthly Premium:	

CLEAR COPY OF ID DOCUMENT PROVIDED:

Yes:	No:

ANNEXURE 'A' – REMUNERATION

1. TOTAL ANNUAL COST TO COMPANY SALARY PACKAGE:

R……
You shall be paid a monthly Remuneration of: R……
(Before deductions)
[stipulate allowances]

2. RECORDABLE

2.1. It is recorded that –

2.1.1. You have requested the Province to structure the total cost of your employment as set out in this Annexure, and it is recorded that you and the Province have negotiated successfully in respect of such restructuring.

2.1.2. The Province expects you to use your private motor vehicle in the performance of your Duties, which includes attending promotional and official events, training and development projects and other such Duties as the Province might stipulate from time to time. The travel allowance stipulated above is intended to defray such expenditure, and the allowance shall take into account the cost price of your motor vehicle and expected business kilometres travelled per annum.

2.1.3. The Province shall not be liable in any manner whatsoever should you be compelled to pay in any income tax as a result of his failure to keep such accurate records as required by law or where insufficient tax was deducted at your request.

2.1.4. The Match Fees, win and incentive payments are to be reflected separately on your pay slip and IRP 5.

2.1.5. The Province will pay the monthly Remuneration no later than the last day of the calendar month for which it is due, and any payments made on your behalf

to service providers will be made no later than the 5th of the month following the month in which the deduction was made.

2.1.6. The Province shall be entitled to deduct from your Remuneration, with your prior obtained written consent as required in section 34(1) (a) and (b) and section 34(2) of the Basic Conditions of Employment Act, any amounts owing by you to the Province.

ANNEXURE 'B' – DISCLOSURES AND DECLARATIONS BY THE PLAYER

HEALTH DECLARATION

- Provide full details of any injury or illness which you are aware of (use additional pages if necessary):

- Provide details of any medical treatment you have received for any injury or illness that kept you from playing rugby for longer than 60 days:

DISCLOSURE RELATING TO INVOLVEMENT IN BUSINESS, EMPLOYMENT OR STUDIES AT AN EDUCATIONAL INSTITUTION

- Business', Employer's/Educational Institution's name, address and telephone numbers:

- Player's Duties and working/study hours during the day:

DISCLOSURE RELATING TO ANY AGREEMENT, ARRANGEMENT OR COMMITMENT CONCERNING PLAYER ATTRIBUTES[18]

- The Name(s) of the party/Parties with whom the player has concluded an agreement or made an agreement or commitment concerning the use of his image:

- The rights which the player has conferred on the other party/Parties to use his image:

- Details of any existing or proposed promotional, publicity or advertorial material:

[18] The Player's attention is drawn to the following definition of "Player Attributes" contained in the SARICA : "Player Attributes" means the rights which the Players own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information ;

ONBOARDING DOCUMENT

(Medical Aid, Contract Insurance, Pension Fund)

Name and Surname					
Identity number					
Cellphone number					
Email					
Province					
Contract term					
Previously contracted with					
Medical aid					
Medical aid number					
Principle member					
Gross annual remuneration	R *(To determine insurable income)*				
Pension fund contribution	R *(To be classified as an Employer contribution)*				
Signed by Player		Date		Place	
Signed by Employer		Date		Place	

To be communicated to Financial Advisers

david@my-players.com

SCHEDULE 7

FREE AGENT PLAYER CONTRACT

Between

_____

('the Province')

(insert legal name of contracting entity – as per Parties to SARICA)

and

_____

('the Player')

(insert full names of the Player followed by Identification or Passport Number)

1. Employment by the Province

1.1 The Province hereby contracts the Player on a Free-Agent Basis to play rugby for the Province for the period _____ *[insert Commencement Date]* to _____ *[insert Termination Date]*, subject to the provisions of clause 1.2 below, and the Player agrees to be contracted as set out herein.

1.2 The Player shall be entitled to terminate this Player Contract, for whatever reason, on 14 (fourteen) days' notice to the Province.

1.3 This Player Contract is for a maximum duration as stipulated in clause 1.1 above and the Player acknowledges that, notwithstanding any previous renewals of his contract, and unless expressly advised to the contrary as set in Clause 1.4 hereof, he does not have any expectation of renewal of this contract, or of permanent employment beyond the termination date of this Player Contract.

1.4 It is recorded that only the Chief Executive Officer of the Province is authorised to advise the Player of its intention to renew this contract, and the Player shall not rely on any representations or undertakings made or given by any other person in this regard.

2. Secondment to SARU

2.1 The Player acknowledges and agrees that he may from time to time, and for varying periods, be seconded by the Province to the South African Rugby Union (hereinafter "SARU") to render rugby playing services to SARU and agrees to be so seconded.

2.2 Whilst seconded to SARU, the Player has Duties to both the Province and SARU, as specified in the South African Rugby Industry Collective Agreement ("*the SARICA*"), concluded between the South African Rugby Union (SARU), the South African Rugby Employers' Organisation (SAREO) and the MyPlayers Industrial Association (MyPlayers), in force from time to time. The Player hereby acknowledges and agrees to such Duties.

2.3 The Player shall not be entitled to additional Remuneration, other than that provided for in this Player Contract, in respect of services rendered to SARU during the secondment

period(s), save that the Player may be paid a Match Fee and win-bonus by SARU as provided for in the Remuneration Agreement between SARU and MyPlayers.

3. Remuneration by the Province

For performance of the Player's services hereunder, the Province shall remunerate the player as set out in Annexure 'A' hereto.

4. SARICA

4.1 The remaining terms and conditions of employment applicable to the Player are as set out in the Collective Agreement. The Player hereby agrees to be bound by the terms of the Collective Agreement in so far as they relate to him.

4.2 It is recorded that the SARICA is, by virtue of s23(1)(d) of the Labour Relations Act, 66 of 1995 (hereinafter "the Act"), binding on all Players who are Members of MyPlayers and that the SARICA has also been made binding on all players who are not Members of MyPlayers through express incorporation, in the SARICA, of the provisions of s23(1)(d) of the Act (hereinafter "s23(1)(d) of the Act"). If the player is bound by the SARICA through the operation of s23(1)(d) of the Act, then, by signing this Agreement, the Player acknowledges that he is aware of being so bound. If for any reason the Player is not bound by the SARICA through the operation of s23(1)(d) of the Act, then, by signing the Agreement, the Player agrees that all the provisions of the SARICA shall, insofar as such provisions are intended to be binding on players, be binding on the Player, as if such provisions were specifically incorporated in this Agreement. The Player is advised to study the SARICA, and seek advice on its interpretation if necessary, before signing this Agreement. A copy of the SARICA will be made available to the Player by the Province, on the Player's request and is available on the MyPlayers and SARU websites.

5. Players' Collective Commercial Rights

5.1 The Player's attention is specifically drawn to clauses 59.1 to 59.3 of the SARICA which provides as follows:

5.2 It is recorded that the Players Trust and SARU have concluded an agreement under which SARU has acquired the Players' Collective Commercial Rights of all Contracted Players who have transferred their Players' Collective Commercial Rights to the Players Trust. It is further noted that in terms of such agreement the Players Trust has granted to SARU the right to use such Players' Collective Commercial Rights which enables SARU to grant the Players Collective Commercial Rights to the Provinces;

5.3 Should the Players Trust at any time, and for any reason whatsoever, fail to obtain and or hold the Players' Collective Commercial Rights of any Player then the Province to whom the Player is contracted shall from the date on which the Players Trust fails to obtain or ceases to hold such right, have the right to use the Collective Commercial Rights of the Player by virtue of this Agreement at no cost;

5.4 Should a Player at any time subsequent to the conclusion of the SARU and Players Trust agreement and this Agreement, transfer to the Players Trust the right to use his Players' Collective Commercial Rights, then the use thereof shall be made available to the Province to which the Player is contracted, from the date on which the Player transfers such right to the Players Trust, in terms of the Players Trust and SARU agreement, and not from this Agreement.

6. Acknowledgements by the Player

6.1 The Player acknowledges and accepts that –

6.1.1 in terms of the provisions of World Rugby Regulation 4.9.1 neither his agent nor any other person shall induce or attempt to induce the Player to leave SARU, unless the prior written consent of SARU has been obtained;

6.1.2 In terms of the provisions of World Rugby Regulation 4.5.5 no overseas Union, Rugby Body or Club (as defined in the World Rugby Regulations) shall enter into any written agreement and/or arrangement of any kind that provides for and/or in any way facilitates third party influence and/or control over the Player's relationship with SARU for the duration of this Agreement;

6.1.3 In terms of the Provisions of World Rugby Regulation 4.6.4 SARU shall be entitled to refuse to give its consent to the issue of a Clearance if the Player has

not fulfilled any of his obligations in terms of the Agreement, without which Clearance the Player shall in terms of World Rugby Regulation 4.6.1 not be eligible to participate in Competitions organised, recognized or sanctioned by any overseas Union the player may wish to play for; and

6.1.4 A breach of any of the above Duties will be material and may result in disciplinary action being taken against the Player which, in turn, could result in termination of this contract.

7. Declarations by the Player

7.1 The Player declares that to the best of his knowledge and belief and saves as disclosed in Annexure 'B'–

7.1.1 he is free of any illness or injury that could affect his performance under this Agreement;

7.1.2 he is not involved in any employment, business or studies at an educational institution;

7.1.3 he is not bound by an individual agreement, arrangement or commitment concerning the use of his image by a party other than the Province or one of its Sponsors.

7.2 The Player hereby acknowledges and accepts that he shall, for the duration of his employment by the Province, be bound by the constitution, By-Laws and regulations of World Rugby, the South African Rugby Union and the Code of Conduct, Employee Guide and Policies of the Province.

8. Protection of Personal Information Act

The Player hereby agrees that his personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by the Province in as far as it is reasonably necessary for the Province to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program

pertaining to the use of MyPlayers Collective Commercial Rights as such consent is dealt with in terms of clause 70 of the SARICA).

Signed at _____ on _____ 20__.

AS WITNESSES:

1. _____ _____

THE PLAYER

2. _____

Signed at _____ on _____ 20__.

AS WITNESSES:

1. _____ _____

Obo the PROVINCE

2. _____

PERSONAL DETAILS:

Initials:		Surname:	
First Name:		Second Name:	
ID Number:		Date of Birth:	
Marital Status:		Spouse's Name:	
Cell Number:		Email Address:	
Contract Date:		Expiring Date:	
Number of Dependents excluding you:			

ADDRESS DETAILS:

Unit Number:		Complex Name:	
Street Number:		Street Name:	
City/Town:		Suburb:	
Income Tax number:			

PAYMENT DETAILS:

Bank Name:		Branch Code:	
Type of Account:		Branch Name:	
Account Number:		Account Holder:	

CONTRACTUAL DETAILS:

Pension Fund Contribution:	
Name of Medical Aid Fund:	
Name of Benefit Option/Plan:	
Monthly Premium:	

CLEAR COPY OF ID DOCUMENT PROVIDED:

Yes:	No:

1 **TOTAL ANNUAL COST TO COMPANY SALARY PACKAGE:**

R……

You shall be paid a monthly Remuneration of: R…….

(Before deductions)

[stipulate allowances]

2 **RECORDABLE**

2.2. It is recorded that –

2.2.1. You have requested the Province to structure the total cost of your employment as set out in this Annexure, and it is recorded that you and the Province have negotiated successfully in respect of such restructuring.

2.2.2. The Province expects you to use your private motor vehicle in the performance of your Duties, which includes attending promotional and official events, training and development projects and other such Duties as the Province might stipulate from time to time. The travel allowance stipulated above is intended to defray such expenditure, and the allowance shall take into account the cost price of your motor vehicle and expected business kilometres travelled per annum.

2.2.3. The Province shall not be liable in any manner whatsoever should you be compelled to pay in any income tax as a result of his failure to keep such accurate records as required by law or where insufficient tax was deducted at your request.

2.2.4. The Match Fees, win and incentive payments are to be reflected separately on your pay slip and IRP 5.

2.2.5. The Province will pay the monthly Remuneration no later than the last day of the calendar month for which it is due, and any payments made on your behalf to service providers will be made no later than the 5$^{th\ of}$ the month following the month in which the deduction was made.

2.2.6. The Province shall be entitled to deduct from your Remuneration, with your prior obtained written consent as required in section 34(1) (a) and (b) and section 34(2) of the Basic Conditions of Employment Act, any amounts owing by you to the Province.

ANNEXURE 'B' – DISCLOSURES AND DECLARATIONS BY THE PLAYER

HEALTH DECLARATION

- Provide full details of any injury or illness which you are aware of (use additional pages if necessary):

- Provide details of any medical treatment you have received for any injury or illness that kept you from playing rugby for longer than 60 days:

DISCLOSURE RELATING TO INVOLVEMENT IN BUSINESS, EMPLOYMENT OR STUDIES AT AN EDUCATIONAL INSTITUTION

- Business', Employer's/Educational Institution's name, address and telephone numbers:

- Player's Duties and working/study hours during the day:

DISCLOSURE RELATING TO ANY AGREEMENT, ARRANGEMENT OR COMMITMENT CONCERNING PLAYER ATTRIBUTES[19]

- The Name(s) of the party/Parties with whom the player has concluded an agreement or made an agreement or commitment concerning the use of his image:

- The rights which the player has conferred on the other party/Parties to use his image:

- Details of any existing or proposed promotional, publicity or advertorial material:

[19] The Player's attention is drawn to the following definition of "Player Attributes" contained in the SARICA : "Player Attributes" means the rights which the Players own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information ;

ONBOARDING DOCUMENT

(Medical Aid, Contract Insurance, Pension Fund)

Name and Surname					
Identity number					
Cellphone number					
Email					
Province					
Contract term					
Previously contracted with					
Medical aid					
Medical aid number					
Principle member					
Gross annual remuneration	R *(To determine insurable income)*				
Pension fund contribution	R *(To be classified as an Employer contribution)*				
Signed by Player		Date		Place	
Signed by Employer		Date		Place	

To be communicated to Financial Advisers

david@my-players.com

SCHEDULE 8

CLUB PLAYER CONTRACT

Between

_____

('the Province')

(insert legal name of contracting entity – as per Parties to the SARICA)

and

_____

('the Player')

(insert full names of the Player followed by Identification or Passport Number)

1 Employment by the Province

1.1 The Province hereby contracts the Player to play rugby for the Province for the period _____ (insert Commencement Date) to _____ (insert termination date] and the Player agrees to be contracted as set out herein.

1.2 This Player Contract is for a maximum duration as stipulated in clause 1.1 above and the Player acknowledges that, notwithstanding any previous renewals of his contract, and unless expressly advised to the contrary as set in Clause 1.3 hereof, he does not have any expectation of renewal of this contract, or of permanent employment beyond the termination date of this Player Contract.

1.3 It is recorded that only the Chief Executive Officer of the Province is authorised to advise the Player of its intention to renew this Player Contract, and the Player shall not rely on any representations or undertakings made or given by any other person in this regard.

2 Special Provisions relating to the working time and secondment

It is recorded that in terms of the South African Rugby Industry Collective Agreement ("*the SARICA*") concluded between the South African Rugby Employers' Organisation (SAREO), the MyPlayers Industrial Association ("MyPlayers") and the South African Rugby Union ("SARU") regulating the Player's employment, the Player is expressly entitled to take up employment or studies which shall be accommodated by the Province when determining the Player's Duties to the Province, including the Player's playing and training obligations. The Player and the Province hereby agree to commit to working together in good faith to ensure the most harmonious co-existence of the Player's obligations to the Province and his commitment and obligations to his employment or studies. To this end, the Player shall, as required by Annexure B, make full disclosure to the Province of his employment and study commitments.

3 Secondment to SARU

3.1 The Player may from time to time, and for varying periods, be seconded by the Province to SARU to render rugby playing services to SARU, and the Player agrees to be so seconded. Whilst seconded to SARU, the Player has Duties to both the Province and

SARU, as specified in the SARICA. The Player hereby acknowledges and agrees to such Duties.

3.2 The Player shall not be entitled to additional Remuneration, other than that provided for in this Player Contract, in respect of services rendered to SARU during the secondment period(s), save that the Player may be paid a Match Fee and win-bonus by SARU as provided for in the Remuneration Agreement between SARU and MyPlayers.

4 Remuneration by the Province

For performance of the Player's services hereunder, the Province shall remunerate the player on a Match Fee basis as set out in Annexure 'A' hereto.

5 SARICA

5.1 The remaining terms and conditions of employment applicable to the Player are as set out in the SARICA. The Player hereby agrees to be bound by the terms of the SARICA in so far as they relate to him.

5.2 It is recorded that the SARICA is, by virtue of s23(1)(d) of the Labour Relations Act, 66 of 1995 (hereinafter "the Act"), binding on all Players who are Members of the MyPlayers and that the SARICA has been made binding on all Players who are not Members of MyPlayers through express incorporation, in the SARICA, of the provisions of s23(1)(d) of the Act (hereinafter "s23(1)(d) of the Act"). If the Player is bound by the SARICA through the operation of s23(1)(d) of the Act, then, by signing this Player Contract, the Player acknowledges that he is aware of being so bound. If for any reason the Player is not bound by the SARICA through the operation of s23(1)(d) of the Act, then, by signing this Player Contract the Player agrees that all the provisions of the SARICA shall, insofar as such provisions are intended to be binding on Players, be binding on the Player, as if such provisions were specifically incorporated in this Agreement. The Player is advised to study the SARICA, and seek advice on its interpretation if necessary, before signing this Player Contract. A copy of the SARICA will be made available to the Player by the Province, on the Player's request and is available on the MyPlayers and SARU websites.

6 Acknowledgements by the Player

6.1 The Player acknowledges and accepts that –

6.1.1 In terms of the Provisions of World Rugby Regulation 4.6.4 SARU shall be entitled to refuse to give its consent to the issue of a Clearance if the Player has not fulfilled any of his obligations in terms of this Player Contract and the SARICA, without which Clearance the Player shall in terms of World Rugby Regulation 4.6.1 not be eligible to participate in Competitions organised, recognized or sanctioned by any overseas Union the player may wish to play for; and

6.1.2 A breach of any of the Duties of the Player will be material and may result in disciplinary action being taken against the Player which, in turn, could result in termination of this Player Contract.

7 Declarations by the Player

7.1 The Player declares that to the best of his knowledge and belief and save as disclosed in Annexure 'B'–

7.1.1 he is free of any illness or injury that could affect his performance under this Agreement;

7.1.2 he is not bound by an individual agreement, arrangement or commitment concerning the use of his image by a party other than the Province or one of its Sponsors.

7.2 The Player hereby acknowledges and accepts that he shall, for the duration of his employment by the Province, be bound by the constitution, By-Laws and regulations of World Rugby, the SARU and the Code of Conduct, Employee Guide and Policies of the Province.

8 Protection of Personal Information

The Player hereby agrees that his personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by the Province in as far as it is

reasonably necessary for the Province to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of MyPlayers Collective Commercial Rights as such consent is dealt with in terms of clause 70 of the SARICA).

Signed at _____ on _____ 20__.

AS WITNESSES:

1. _____ _____

THE PLAYER

2. _____

Signed at _____ on _____ 20__.

AS WITNESSES:

1. _____ _____

Obo the PROVINCE

2. _____

PERSONAL DETAILS:

Initials:		Surname:	
First Name:		Second Name:	
ID Number:		Date of Birth:	
Marital Status:		Spouse's Name:	
Cell Number:		Email Address:	
Contract Date:		Expiring Date:	

Number of Dependents excluding you:	

ADDRESS DETAILS:

Unit Number:		Complex Name:	
Street Number:		Street Name:	
City/Town:		Suburb:	
Income Tax number:			

PAYMENT DETAILS:

Bank Name:		Branch Code:	
Type of Account:		Branch Name:	
Account Number:		Account Holder:	

CONTRACTUAL DETAILS:

Pension Fund Contribution:	
Name of Medical Aid Fund:	
Name of Benefit Option/Plan:	
Membership Number:	

CLEAR COPY OF ID DOCUMENT PROVIDED:

Yes:	No:

1 MATCH FEE

You shall be paid R _____ per Match played for the Province.

2 RECORDABLE

2.1 It is recorded that –

2.1.1 The Province expects you to use your private motor vehicle in the performance of your Duties, which includes attending promotional and official events, training and development projects and other such Duties as the Province might stipulate from time to time.

2.1.2 The Province shall not be liable in any manner whatsoever should you be compelled to pay in any income tax as a result of your failure to keep such accurate records as required by law or where insufficient tax was deducted at your request.

2.1.3 The Province will pay the Match Fee no later than seven days following the relevant Match.

2.1.4 The Province shall be entitled to deduct from your Match Fee, with your prior obtained written consent as required in section 34(1) (a) and (b) and section 34(2) of the Basic Conditions of Employment Act, any amounts owing by you to the Province.

ANNEXURE 'B' – DISCLOSURES AND DECLARATIONS BY THE PLAYER

HEALTH DECLARATION

- Provide full details of any injury or illness which you are aware of (use additional pages if necessary):

- Provide details of any medical treatment you have received for any injury or illness that kept you from playing rugby for longer than 60 days:

DISCLOSURE RELATING TO INVOLVEMENT IN BUSINESS, EMPLOYMENT OR STUDIES AT AN EDUCATIONAL INSTITUTION

- Business', Employer's/Educational Institution's name, address and telephone numbers:

- Player's Duties and working/study hours during the day:

DISCLOSURE RELATING TO ANY AGREEMENT, ARRANGEMENT OR COMMITMENT CONCERNING PLAYER ATTRIBUTES[20]

- The Name(s) of the party/Parties with whom the player has concluded an agreement or made an agreement or commitment concerning the use of his image:

- The rights which the player has conferred on the other party/Parties to use his image:

- Details of any existing or proposed promotional, publicity or advertorial material

[20] The Player's attention is drawn to the following definition of "Player Attributes" contained in the SARICA : "Player Attributes" means the rights which the Players own and enjoy in respect of their persons, personalities and/or public profiles including, but not limited to, their names, images, likenesses, signatures, voices, reputations and biographical information ;

SCHEDULE 9

PLAYER LOAN AGREEMENT

ENTERED INTO BY AND BETWEEN

_____

Registration Number:
(the “Lending Province”)

and

_____

Registration Number:
(the “Borrowing Province”)

and

_____

(the “Player”)

1 Interpretation

1.1 The clause headings used in this Agreement are for easy reference purposes only, do not form part of the provisions of this Agreement and shall not be used for interpretation of the contents thereof.

1.2 Words are to be construed according to their ordinary use and application unless such meaning would lead to some absurdity or would be plainly repugnant to the clear intention of the Parties.

1.3 No clause, sentence or word, other than clause headings, in this Agreement shall be regarded as superfluous, void or insignificant.

1.4 The *eiusdem generis* rule shall be applicable to the interpretation of the provisions of this Agreement, which means that general words and expressions are to be given their larger meaning unless there is a clear indication in the Agreement which shows that it was intended to be read in a more restricted sense.

1.5 The maxim *verba forties accipiuntur contra proferentem* which means that the Agreement must be interpreted to the disadvantage of the draftsman, shall not apply to this Agreement.

1.6 In this Agreement the masculine also indicates the feminine genders and the single the plural and *vice versa* unless the contrary appears.

1.7 Words and phrases indicating natural persons refer to juristic persons also, and *vice versa*.

1.8 This Agreement shall be interpreted and applied in accordance with South African Law.

1.9 If any provision in a definition is a substantive provision, conferring rights or imposing obligations on either party, notwithstanding that such provision is only contained in the relevant definition, effect shall be given thereto as if such provision were a substantive provision in the body of this Agreement.

2 Recital

2.1 WHEREAS the Player is contracted to render his services as a rugby player to the Lending

Province;

2.2 AND WHEREAS the Lending Province is willing to temporarily loan the Player to the Borrowing Province to avail himself of his services as a rugby player to the Borrowing Province during the Loan Period on an *ad hoc* basis;

2.3 AND WHEREAS the Player is desirous to be temporarily loaned to the Borrowing Province and to play rugby for the Borrowing Province for the Loan Period.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

3 Terms of Loan

3.1 This Agreement shall, notwithstanding the date of signature hereof, commence on the _____ and shall endure until _____ (the "Loan Period");

3.2 The Lending Province undertakes to release the Player in terms of the SARU regulations and the WR regulations applicable to the loan of players to render his services as a rugby player to the Borrowing Province for the duration of the Loan Period subject to the terms and conditions set out *infra* and the Player undertakes to render his services to the Borrowing Province for the Loan Period.

4 Player Obligations

The Player agrees to perform all such Duties as the Borrowing Province may require of him during the Loan Period.

5 Remuneration

5.1 The Player shall not be entitled to additional Remuneration, other than that provided for in the Player Contract entered into between the Player and the Lending Province (the "Player Contract").

5.2 The Borrowing Province shall be obliged to pay the Player's Remuneration as stipulated in his Player Contract entered into with the Lending Province, to the Player for the duration of the Loan Period. The Borrowing Province shall also be obliged to make all statutory payments such as 'pay-as-you-earn' income tax, as well as medical aid

contributions, pension fund contributions, etc. The Borrowing Province hereby irrevocably indemnifies the Lending Province from any claims for Remuneration, costs or damages which may be instituted against the Lending Province by the Player and/or his dependents following from or as a result of the conclusion of this Agreement.

5.3 In the event of injury or illness sustained by the Player during the Loan Period, the Borrowing Province shall be liable for payment of the Player's Remuneration in terms of the Player Contract entered into between the Lending Province and the Player, for the period for which the Lending Province would have been liable in terms of clause 53 of the 2024 South African Rugby Industry Collective Agreement ("*the SARICA*") and the Borrowing Province hereby irrevocably indemnifies the Lending Province from any liability towards the Player during this period;

5.4 The Lending Province shall not be liable for any costs related to any medical or other expenses incurred as a result of any injury or illness howsoever sustained by the Player during the Loan Period or the injury benefit stipulated in clause 53 of the SARICA which may become applicable in the event of an injury or illness or any other similar benefit in terms of the Player Contract entered into between the Player and the Lending Province.

5.5 The Lending Province shall have no further obligations towards the Player for the duration of the Loan Period and the Player Contract between the Player and the Lending Province shall be suspended in totality for the duration of this Loan Agreement.

5.6 The Lending Province shall also not be liable for any additional costs and/or expenses which may be incurred by the Player or the Borrowing Province arising from this Agreement, which shall include but not be limited to accommodation, travel expenses, etc. and any related matters shall be addressed and handled between the Player and the Borrowing Province.

6 Health and fitness

6.1 On the date of signature hereof, the Player and the Borrowing Province declare the Player free from any injuries and/or sickness/ill-health and fit to train and play for the Borrowing Province during the Loan Period. The Player shall within 48 (forty eight) hours from the commencement date of this Agreement, be subjected to a complete medical and fitness examination (including tests for banned substances) by the Borrowing Province's medical and strength and conditioning teams. If the Player does not pass this examination, then the Borrowing Province shall be entitled to immediately cancel this Agreement without

incurring any liability whatsoever, in which event the Player's employment with the Lending Province shall immediately resume in terms of the Player Contract;

6.1 The Player agrees that membership of a Nominated Comprehensive Medical Scheme with GAP cover is an express condition of this Agreement and the Player shall be obliged to maintain such membership for the duration of the Loan Period. The Borrowing Province shall not permit the Player to participate in any activities related to his services as a rugby player without being a member of a Nominated Comprehensive Medical Scheme and GAP cover.

7 Regulations

The Player hereby acknowledges and accepts that he shall, for the duration of the Loan Period be bound by the constitution, by-laws and regulations of WR, SARU and the code of conduct, employee guide and policies of the Borrowing Province.

8 Amendment of Player Contract

This Agreement constitutes a formal amendment to the Player Contract entered into between the Lending Province and the Player.

9 Protection of Personal Information

The Player hereby agrees that his personal information (as defined in the Protection of Personal Information Act 4 of 2013) may be processed by the Borrowing Province in as far as it is necessary for the Borrowing Province to manage and conduct its day-to-day operations (excluding any of its commercial activities/operations and/or commercial program pertaining to the use of MyPlayers Collective Commercial Rights as such consent is dealt with in terms of clause 70 of the SARICA.

SIGNED at _____ on this ___ day of _____ 20__.

AS WITNESSES:

1. _____ _____
LENDING PROVINCE

2. _____

SIGNED at _____ on this ___ day of _____ 20__.

AS WITNESSES:

1. _____ _____
BORROWING PROVINCE

2. _____

SIGNED at _____ on this ___ day of _____ 20__.

AS WITNESSES:

1. _____ _____
PLAYER

2. _____

SCHEDULE 10

SPRINGBOK REMUNERATION AGREEMENT

SCHEDULE 11

SA A-TEAM REMUNERATION AGREEMENT

SCHEDULE 12

SA U23 REMUNERATION AGREEMENT

SCHEDULE 13

SPRINGBOK 7'S REMUNERATION AGREEMENT

SCHEDULE 14

WOMEN'S REMUNERATION AGREEMENT

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SCHEDULE 15
DISCIPLINARY CODE AND PROCEDURE

1. Introduction

1.1 Disciplinary action must be substantively and procedurally fair. Dismissal without a valid fair reason and not in compliance with a fair procedure is explicitly defined as an unfair labour practice in the Labour Relations Act of 1995.

1.2 Procedural fairness is generally taken care of by the disciplinary procedure while the substantive aspects, i.e., the specific behaviour of players (who are the employees – which terms will be used interchangeably in this Schedule), are regulated by the disciplinary code and SARU Code of Conduct.

1.3 The majority of disciplinary codes establish a list of offences. These are usually divided into minor/moderate offences such as lateness, horseplay, unauthorised absence, and serious offences such as theft, falsifying company records, malicious damage to property etc. A grid system of penalties is then linked to offences.

1.4 Unilateral suspension of a Player would, however, constitute an unfair labour practice. Some serious offences may evoke a first penalty of a final written warning. Summary dismissal may be justified in cases such as gross negligence, dishonesty, refusal to work, extended absence without permission, intoxication, assault and insubordination

1.5 The list of offences indicated below is not necessarily exhaustive and the penalties quoted must be regarded only as guidelines.

1.6 Each case should ultimately be assessed on its own merits at the hand of justice and fairness and bearing in mind that there must be consistency and even-handedness in the implementation of this procedure and code.

2. Sanctions for individual misconduct

2.1 The recommended disciplinary action as described hereunder is the harshest action that may be taken against an offending Player and provincial- and/or SARU management should exercise discretion where necessary to ensure that an appropriate sanction is imposed. The sanction imposed will depend on the seriousness of the offence with particular reference to the project affected.

2.2 In addition to the gravity of the misconduct, the following factors will be considered:

2.2.1 Player's circumstances (including length of service, previous disciplinary record and personal circumstances); and

2.2.2 The circumstances of the infringement itself.

2.2.3 Unrelated offences will not be cumulative; any other offences may result in dismissal. Except in the cases of individual misconduct, which would constitute ground for dismissal, sanctions will generally be applied in the following sequence:

	Sanction	Valid for:
1	Corrective counselling	3 months from date of imposition
2	Written Warning	6 months from date of imposition
3	Final written warning	6 months from date of imposition
4	Dismissal	

2.3 All corrective counselling and written warnings will be recorded in the Player's personal file and will be removed on date of expiry. However, a non-punitive record will be kept for administrative and reference purposes.

3. Corrective counselling

In the case of misconduct, which is not sufficiently serious to merit a more serious sanction, the Player's immediate superior must, where appropriate, counsel the Player, i.e., advice the Player and recommend a course of action in order to correct unacceptable behaviour. A Province and/or SARU must keep a record and should advise the Player of the consequences, should any misconduct re-occur.

4. Verbal Warning

If, after counselling, the Player persists in certain unacceptable behaviour or if any conduct is regarded as sufficiently serious, the Player's next level of management must issue a verbal warning, provided the misconduct does not warrant more serious action.

5. Written Warning

5.1 If, after a verbal warning, the Player persists in certain unacceptable behaviour or if any conduct is regarded as sufficiently serious, the Player's immediate manager must issue a written warning, provided the misconduct does not warrant more serious action.

5.2 The Player's manager will issue a written warning after a discussion at which the unacceptable behaviour has been pointed out to the Player and the reason why it is unacceptable, and an opportunity to respond has been given to the Player. The Player will be required to acknowledge receipt of the letter of warning and should he refuse to sign, then the signature of a witness to confirm that the warning letter was handed to the Player, should be obtained where reasonably possible.

6. Final Warning

6.1 A final written warning will be issued to a Player when there has been a further act of related misconduct while the employee has a valid written warning on record or in the case of any other misconduct which is individually, or cumulatively, regarded as sufficiently serious. The Player will be required to acknowledge receipt of the letter of warning and should he refuse to sign, then the signature of a witness to confirm that the warning letter was handed to the employee, should be obtained where reasonably possible.

6.2 Any further act of individual misconduct of a similar nature on the part of the Player during the validity period of the final written warning will place the ongoing employment of the employee in jeopardy. If an employee receives two final written warnings for unrelated offences, any next offence may warrant dismissal.

7. Dismissal

7.1 Dismissal is an appropriate sanction in the event of a Player being found guilty of a serious act of misconduct or in the event of the employee committing a further similar act of individual misconduct while a final warning is valid.

7.2 In the event of the possibility of dismissal, a disciplinary enquiry must be conducted as soon as reasonably possible.

7.3 In all cases, a disciplinary hearing must be held prior to a decision to dismiss.

Sanction	Given by …

Counselling	IMMEDIATE MANAGER
Verbal Warning	Manager
1st written Warning	Manager
2nd written Warning	Manager
3rd written Warning	CEO
Final written Warning	CEO
Dismissal	CEO

8. Misconduct Notice

8.1 In the event of misconduct notice by a Player, which would appear sufficiently serious to warrant sanction more serious than a final written warning, the employee will be issued with a misconduct notice detailing:

a) The alleged misconduct and, if requested, all relevant information that will be utilised;

b) The time, date and venue for a disciplinary enquiry; and

c) The right to representation.

9. Disciplinary Inquiry Rules

9.1 An inquiry must be held as soon as possible and within a reasonable time (at least 48 working hours) of management gaining knowledge of the alleged misconduct and having had sufficient time to properly investigate the matter.

9.2 The outcome of the enquiry, sanction-imposed and reasons will be confirmed in writing and the employee will be required to sign a duplicate of the letter to confirm receipt thereof.

10. Failure to attend an Inquiry

A Player who fails to attend the Inquiry after being notified in writing of the time and date thereof may, unless the reason for their non-attendance is reasonable, be disciplined in their absence.

11. Dismissal: Forfeiture of notice

Immediate termination without 1 (one) months' notice or contractual notice period is permitted when the Player is guilty of a summary dismissal offence as detailed in the disciplinary code.

DISCIPLINARY CODE – GUIDELINES

TIME-KEEPING OFFENCES & OTHER				
Offence (description)	1st Offence	2nd Offence	3rd Offence	4th Offence
Abuse of sick leave	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-	-
Arriving late for work at beginning of day or after meal intervals	Verbal warning	Written warning	Final written warning	Dismissal (after a disciplinary hearing has been conducted)
Leaving early at the end of the day or before meal intervals	Verbal warning	Written warning	Final written warning	Dismissal after a disciplinary hearing has been conducted)
Sleeping on duty	Written warning	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-
Unexplained absence from work for less than 5 days	Written warning	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-
Unexplained absence from work for 5 days or more	Dismissal (after a disciplinary hearing has been conducted)	-	-	-

Failure to produce a medical certificate after being requested to do so after taking sick leave	Written warning	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-
Unwarranted absence from workplace without good reason	Written warning	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-
Consistently bad time keeping or habitually late for work	Verbal warning	First written warning	Second written warning	Final written warning / Dismissal
ATTITUDE				
Conduct which can lead to inharmonious relationships within the workplace	First written warning	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-
Conducting yourself in a rude, abusive, provocative, intimidatory and/or aggressive manner	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Refusal/failure to carry out lawful and reasonable instructions	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-	-
Refusal/failure to comply with policy & procedure	Final written warning	Dismissal (after a disciplinary hearing has	-	-

		been conducted)		
Sexual harassment of any person	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Insubordination, serious disrespect, impudence or insolence	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-	-
Gross insubordination, serious disrespect, impudence or insolence	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Negligence	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-	-
Keeping others from performing their duties	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-	-
Poor housekeeping and hygiene	Verbal warning	Written warning	Final written warning	Dismissal (after a disciplinary hearing has been conducted)
PERFORMANCE (MISCONDUCT)				

Poor quality of work or failing to maintain required output levels. Prior to taking any for of disciplinary action, intentional performance management is required. This must be fully documented and signed off by both Parties	First written warning	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-
Non-productive or unsatisfactory work output	Verbal warning	Written warning	Final written warning	Dismissal (after a disciplinary hearing has been conducted)
Incorrect application of game plan	Written warning	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-
WORK-RELATED AND SAFETY OFFENCES				
Wastage of materials	Written warning	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-
Negligent failure to comply with safety rules	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-	-
Obstinate and intentional failure to comply with safety rules	Final written warning	Dismissal after a disciplinary hearing has been conducted)	-	-

Failure to wear prescribed uniform	Written warning	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-
DISHONESTY				
Theft, bribery, fraud, dishonesty, forgery or defalcation of any nature, as well as the unauthorized removal of any material/data from the Province or SARU, or from any person or premises where such data/material is kept	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Intentional use of substances prohibited by the South African Institute for Drug-free Sport provided that it was not taken at the behest, encouragement or instruction of the employer, or any other contravention of SARU's antidoping regulations or WR Regulation 21	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Gross dishonesty	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Altering or falsifying any certificates or documents (e.g. medical certificates, education, etc.)	Dismissal (after a disciplinary hearing has been conducted)	-	-	-

Unauthorised possession of employer property, client property or property of co-workers	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Unauthorised disclosure of information	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
OTHER SERIOUS OFFENCES				
Theft	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Intimidation in any form	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Assault and/or attempted assault or threat of assault (verbal or physical)	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Inciting workers to partake in any form of illegal industrial action	Dismissal (after a disciplinary hearing has been conducted)	-	-	-

Bringing the Province's and/or SARU's name or the name of any Sponsor of the Game into disrepute	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Negligent or Intentional damage to a Province's and/or SARU's supplier and/or employer property	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-	-
INTOXICATION				
Being under the influence of mind-altering substances whilst on duty	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-	-
Unauthorised possession of drugs and/or alcohol on duty	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-	-
Using alcohol or drugs on duty (without valid prescription) (prohibited performance enhancing substances are dealt with separately above)	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
COMPUTER/CELLULAR PHONE AND ELECTRONIC MEDIA RELATED				
Spending time on the internet for personal use irrespective of purpose	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-	-

Viewing pornographic material on computers/cellular phones/tablets during working hours	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-	-
Viewing child pornography or any nature in any format on any instruments	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Downloading any software/emails other than for company/provincial/SARU use (whether licensed or pirated material)	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-	-
Copying programmes/files/documents/etc. belonging to the company/Province/SARU other than for Company/provincial/SARU use	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Excessive use of private cellular phones during working hours	Verbal warning	Written warning	Final written warning	Dismissal (after a disciplinary hearing has been conducted)
Unauthorised private use of company phones/faxes/email facilities/internet/cellular phones	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-	-
Removing a computer, software or hardware from	Dismissal (after a disciplinary	-	-	-

company/provincial/SARU premises without authorization	hearing has been conducted)			
Accessing information available on company/provincial/SARU computers or networks to which you are not property authorized. For example, attempts to “hack” into other systems or other person’s login, “crack” passwords, breach computer or network security measures, or monitor electronic files or communications of other employees or third parties except by the explicit direction of management	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Divulging of allocated usernames and/or password to a co-employee or allowing a co-employee to use the user name and/or password; unauthorized use of an employee’s terminal or a co-employee’s terminal	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-	-
Use of electronic mail, online services, internet facilities and services, and the world wide web for unlawful or malicious activities. Use of abusive or objectionable language in either public or private communication. Misrepresentation of oneself or inappropriate representation of the company	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Unauthorised copying/pirating/purchase/possession or distribution of copies/pirated software or publications	Dismissal (after a disciplinary hearing has been conducted)	-	-	-

Gambling or conducting illegal games of chance	Final written warning	Dismissal (after a disciplinary hearing has been conducted)	-	-
DANGEROUS WEAPONS				
Unauthorised possession of a firearm	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Unauthorised discharge of a firearm	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Leaving a firearm unattended	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Threatening someone with a firearm	Dismissal (after a disciplinary hearing has been conducted)	-	-	-
Threatening someone with any other form of weapon	Dismissal (after a disciplinary hearing has been conducted)	-	-	-

SCHEDULE 16

GRIEVANCE PROCEDURE

The Grievance Procedure is a different procedure than the procedure provided for in the Constitution and Regulations of a Province and/or SARU. The Grievance Procedure is there to facilitate the expeditious handling and resolving of grievances experienced between the Player and a Province or a Player and SARU. A Player with a Tripartite Contract will during his Period of Secondment to the Province use this Grievance Procedure.

WHAT IS A GRIEVANCE?

A grievance is any form of dissatisfaction or feeling of injustice which the Player may have, and which warrants being brought to the attention of the Province or SARU, whichever is applicable.

WHY IS A GRIEVANCE PROCEDURE NECESSARY?

1. To assist with conflict management and to promote employment relations.

2. To provide a mechanism for the Player to communicate grievances to the Province or SARU.

3. To ensure grievances are settled as speedily as practicable, and at the lowest possible management level.

4. To prevent grievances from escalating.

WHO MAY INVOKE THE GRIEVANCE PROCEDURE?

Any Player who has a grievance is entitled to bring this to the attention of the Province or SARU, depending to whom the grievance relates to. A group of Players are also entitled to bring a

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grievance to the attention of the Province or SARU, whichever is applicable, provided that they elect a spokesperson to act on their behalf.

WHAT ARE A PLAYER'S RIGHTS WHEN USING THE GRIEVANCE PROCEDURE?

1. The right to representation by a fellow Player or MyPlayers representative/paid official.

2. The right not to be prejudiced or victimised as a result of raising a grievance.

3. The right to refer a grievance to the next stage of the Grievance Procedure where a level of management has been unable to resolve the grievance.

HOW DOES THE PROCEDURE WORK?

The Grievance Procedure consists of various stages, with the object of resolving the grievance as quickly and at the earliest stage, possible.

STAGE 1:

The Player who wishes to raise a grievance must do so verbally with the Team Manager. If the grievance involves the Team Manager, it should be lodged directly with the CEO of the Province or SARU, whichever is applicable.

The grievance must be lodged by the Player as soon as possible after the occurrence which gave rise to it. If the Team Manager is unable to resolve the grievance within 2 (two) working days, the Player(s) may proceed to stage 2.

STAGE 2:

In this stage the grievance shall be recorded in writing on the standard grievance form as set out in Schedule VI and lodged with the Team Manager. If the grievance involves the Team Manager, it should be lodged directly with the CEO of the Province and/or SARU, whichever is applicable.

If the Team Manager concerned (or the CEO if the grievance involves the Team Manager) is unable to resolve the grievance within 3 (three) working days of the grievance being submitted, the Player may proceed to stage 3.

STAGE 3:

Where a grievance is not resolved in stage 2, the Player should within 2 (two) days lodge a copy of the grievance form stating the reasons for failure to resolve the grievance as well as the solution sought in resolving the grievance, to the CEO of the Province or SARU, whichever is applicable.

The CEO must, within 2 (two) working days of receipt of the grievance form, convene a meeting with the Parties concerned, at which an attempt shall be made to resolve the grievance.

Should the grievance be resolved, the solution must be recorded in writing and signed by both Parties involved.

If the grievance remains unsolved, the Player may declare a dispute and refer the dispute to final and binding

Arbitration by an independent Arbitrator as contemplated in Clause 64 of the Agreement, without derogation of the Player's right to terminate this Agreement summarily upon the non-resolution of the dispute through the grievance procedure, as provided for in Clause 64 above. Such cancellation may then form the subject of a dispute for purposes of Clause 64 of this Agreement.

Pending the resolution of the dispute through arbitration, the Province or SARU, whichever is applicable, must continue making payment of the Player's Remuneration in the event that it refuses to issue the Clearance in respect of the Player. In the event that the dispute is arbitrated in favour of the Province or SARU, any such payment made to the Player in terms hereof will become repayable to the Province or SARU immediately upon the issuance of the Arbitration award and the payment thereof may be incorporated into the arbitration award.

SCHEDULE 17
GRIEVANCE FORM

STAGE 2 (written grievance submitted to Team Manager)

Name of Player: ……..

Nature of Grievance:……

Settlement desired:……

_____ _____

(Signature of Player) (Date)

OUTCOME OF GRIEVANCE:

If resolved, both the Player and Team Manager to confirm by signing hereunder:

_____ _____ _____

(Signature: Team Manager) (Signature: Player) (Date)

If written grievance is not resolved, give brief details why grievance was not resolved.

_____ _____ _____

(Signature of Team Manager) (Signature of Player) (Date)

STAGE 3 (Witten grievance submitted to CEO)

Date received by CEO: _____

If resolved, both the Player and CEO to confirm by signing hereunder:

_____ _____ _____

(Signature: CEO) (Signature of Player) (Date)

SCHEDULE 18
PERFORMANCE REVIEW PROCEDURE

(ONLY APPLICABLE TO CONTRACTED PLAYERS)

1. PURPOSE

1.1 This procedure gives practical effect to the requirements set out in the Code of Good Practice, Schedule 8 of the Labour Relations Act. It sets out the requirements with which the Province or SARU must comply, including the procedures it must follow and the steps it must take, when managing a Contracted Player's performance. However, a pre-dismissal performance counselling process will not be considered unfair simply because of a non-material deviation from this procedure. In other words, the procedure set out below provides an assurance of what will be considered a fair procedure, but it is not meant to imply that any departure will automatically be deemed to be unfair. Where there is a departure, the question must be whether that departure has deprived the player of the full and material benefit of a fair process as required by this procedure. The particular circumstances of each case must be considered when undertaking this enquiry.

1.2 The underlying approach is that the Province or SARU should take all reasonable steps to address under-performance before deciding to terminate a Contracted Player's contract for poor performance or before initiating any disciplinary action in this regard.

2. IDENTIFICATION OF PERFORMANCE STANDARDS AND CRITERIA

At the beginning of the Contracted Player's contract the Province or SARU will, in consultation with the Player, identify the performance standards that the Player is required to meet, and the criteria for determining whether the Player has met those standards. If a Player has been contracted as a PONI, the performance standards required of the Player will be the standards required by any enhanced dietary, fitness

and skill programme put in Place jointly by the Province and the SARU Director of Rugby, as contemplated in this Agreement.

3. CONTINUOUS REVIEW OF PERFORMANCE

The Province or SARU will monitor the Player's performance and provide him with feedback on a continuous basis.

4. THE PLAYER'S FAILURE TO MEET THE STANDARDS SET IN TERMS OF CLAUSE 2 ABOVE

4.1 If the Player's performance does not meet the required standard, as conveyed to the Player in terms of Clause 2 of this Schedule, the Province or SARU will meet with the Player to identify –

4.1.1. the area/areas in which the Player is under-performing;

4.1.2. the possible causes thereof;

4.1.3. measures to address the under-performance;

4.1.4. the time period in which the Player must meet the required standard, which shall be reasonable in the circumstances.

4.2 Immediately after the meeting contemplated in Clause 4.1.4 of this Schedule, the Province or SARU must, directly following the meeting, communicate in writing to the Player -

4.2.1 The precise respects in which the Player is failing to meet the performance standards required of him by the Province;

4.2.2 The specific outcomes that are required from the Player in respect of each identified area of under-performance;

4.2.3 The timeframe for meeting the required performance standards;

4.2.4 The resources that the Province or SARU will make available to the Player to enable him to achieve the required performance standard;

4.3 Should the Player not meet the required performance standards within such timeframe the Province or SARU will either –

4.3.1 grant the Player a further period of time (which must be reasonable in the circumstances) within which to meet the required standards; or

4.3.2 If appropriate, having regard to all the circumstances and, in particular, the degree of improvement the Player has shown, convene a performance hearing, as envisaged in Clause 5 of this Schedule.

5. PERFORMANCE HEARING

5.1 A Province or SARU may convene a performance hearing at least 72 (seventy-two) hours' written notice to the Player. The hearing shall be convened by written Notice to the Player, in which the Player is advised of the purpose of the Hearing and invited to show cause why his Player Contract should not be terminated on grounds of poor performance.

5.2 A Province or SARU will conduct the hearing in the presence of the Player and his representative. The Player's representative may include a MyPlayers official or office-bearer, the Player's registered agent or manager, or a fellow Player.

5.3 The Player and/or his representative will have the opportunity to show cause why it would be inappropriate to terminate his Player Contract on grounds of poor performance.

5.4 After considering the Player's submissions, the chairperson of the hearing will make his or her decision and give brief reasons for the decision. In giving his or her decisions, the chairperson will respond briefly to the representations made by the Player and/or his representative.

5.5 A Province or SARU may only terminate a Player's Player Contract on grounds of the Player's poor performance where –

5.5.1 the Province or SARU has provided the Player with the opportunity to meet the required performance standard, as contemplated in this Schedule;

5.5.2 The Province or SARU has given whatever assistance it reasonably can be expected to give to the Player to enable the Player to meet the required standard;

5.5.3 The Player has, despite being given such an opportunity and assistance, failed to meet the required standard; and

5.5.4 No reasonable alternatives to termination of the Player's Player Contract exist.

SCHEDULE 19
GUIDELINE TO MYPLAYERS ORGANISATIONAL RIGHTS

The SARICA embodying this Code grants MyPlayers rights of access,[27] time-off for MyPlayers office bearers to attend MyPlayers meetings and stop order facilities for membership dues. These rights derive from the Labour Relations Act 66 of 1995 (`the Act').

The Act also gives representative trade unions further organisational rights: the right to elect trade union representatives (shop stewards) and the right to information.

The purpose of this Code is to provide guidance on the exercise of these rights.

What rights and privileges are MyPlayers entitled to?

1. Union access to a workplace for purposes of recruiting and/or meeting with union Members / Players.

2. Deduction by a Province of union membership subscriptions from Players' salaries and paying these over to MyPlayers. The amount of the deduction is up to the MyPlayers to determine.

[27] The Labour Relations Act, 66 of 1995 provides as follows in respect of the right of access:

1. Any office-bearer or official of a representative trade union is entitled to enter the employer's premises in order to recruit members or communicate with members, or otherwise serve members' interests.

2. A representative trade union is entitled to hold meetings with employees outside their working hours at the employer's premises.

3. The members of a representative trade union are entitled to vote at the employer's premises in any election or ballot contemplated in that trade union's constitution.

4. The rights conferred by this section are subject to any conditions as to time and place that are reasonable and necessary to safeguard life or property or to prevent the undue disruption of work.

3. Election of MyPlayers' representatives (shop stewards).
4. Special leave for MyPlayers activities, during normal working hours i.e., when Players who have been elected as office bearers want time off from their normal Duties for union purposes the law does not stipulate the amount of leave to be given, only that such demands must be reasonable. Most employers grant between 2 (two) and 10 (ten) days per year.

5. Attend union conferences, meetings and training course.

6. Attend grievance and disciplinary hearings to represent the accused Player.

7. Check whether the Province is keeping to the law in their treatment of Players.

8. Disclosure of information - MyPlayers can call for any information necessary to enable it to represent Players at disciplinary or grievance hearings, or to evaluate the treatment of Players. Note: there are various exclusions/exceptions laid down by the Act where the employer may not divulge certain information, including confidential, legally privileged information, etc.

9. No short notice regarding the movement or rescheduling of practice sessions while there is a MyPlayers meeting scheduled.

10. A minimum of 1 hour allowed for MyPlayers meetings with the Players.

11. Team management is not allowed to attend the MyPlayers meetings other than by invitation from MyPlayers.

SCHEDULE 20

WORLD RUGBY PLAYER LOAD MANAGEMENT GUIDLINE-