

ADDENDUM TO THE COLLECTIVE AGREEMENT

between

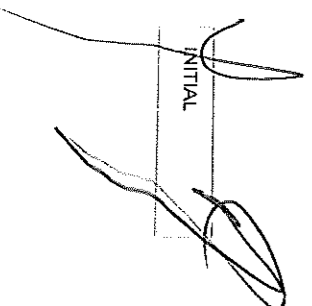
**SOUTH AFRICAN RUGBY EMPLOYERS' ORGANISATION
(ACTING FOR AND ON BEHALF OF ITS MEMBERS)
("SAREO")**

and

**SOUTH AFRICAN RUGBY PLAYERS ASSOCIATION
("SARPA")**

(jointly referred to as the "Parties")

INITIAL

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1. **INTRODUCTION**

- 1.1. The Parties entered into a written agreement on or about 18 December 2014, known as the 2015 Collective Agreement.
- 1.2. The Parties have agreed to amend the Agreement in accordance with the terms of this Addendum.

2. **CONFLICT WITH THE AGREEMENT**

- 2.1. In the event that there is any conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall prevail.

3. **AMENDMENT**

- 3.1. It is agreed that the Agreement is amended by:
 - 3.1.1. the deletion of clause 17 and the replacement thereof with the following clause 17:

17. REMUNERATION FOR TEMPORARY DISABILITY AND CATASTROPHIC INJURY OF PROFESSIONAL RUGBY PLAYERS

17.1. Subject to the exclusions referred to in clause 17.5 below and clause 17.2, each Province agrees, to pay to each Professional Rugby Player with a Temporary Disability, his Monthly Salary from the date of the incident which caused the Temporary Disability:

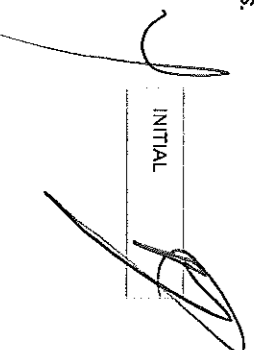
17.1.1. for a period of 12 (twelve) months, if such Temporary Disability occurs in the final year of the Professional Rugby Players' contract or

17.1.2. for the remainder of the Professional Rugby Players' contract, limited to a maximum period of 24 (twenty four) months if such Temporary Disability occurs before the final year of a Professional Rugby Players' contract

17.2. For the avoidance of doubt the exclusions referred to in clause 17.5 below will only be applicable after:

17.2.1. 180 (one hundred and eighty) days from the date of the incident which caused the Temporary Disability in respect of each of the Blue Bulls, Eastern Province, Cheetahs, Lions, Sharks and Western Province; or

17.2.2. 90 (ninety) days from the date of the incident which caused the Temporary Disability in respect of each of Boland, Border, SWD, Griffons, Leopards, Valke, Griquas and Pumas.

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17.3. In addition to clause 17.1 above, each Province agrees to pay to each Professional Rugby Player the Catastrophic Injury Amount, in respect of a Catastrophic Injury incurred by a Professional Rugby Player after the expiry of the periods as stipulated in clause 17.1 above.

17.4. For the duration of the Agency Shop Agreement the terms as stipulated in clause 17.1, 17.2 and 17.3 above will simultaneously apply to Professional Rugby Players who are not members of SARPA and who has not transferred their collective commercial rights to the Players' Trust, in the event that the Agency Shop Agreement expires, each Province agrees to pay to each Professional Rugby Player with a Temporary Disability or Catastrophic Injury who is not a member of SARPA or who failed to transfered his or her collective commercial rights to the Players Trust his monthly contracted remuneration amount as set out below:

17.4.1. 180 (one hundred and eighty) days from date of the incident which caused the Temporary Disability in respect of each of the Blue Bulls, Eastern Province, Cheetahs, Lions, Sharks and Western Province; or

17.4.2. 90 (ninety) days from date of the incident which caused the Temporary Disability in respect of each of Boland, Border, SWD, Griffons, Leopards, Valke, Griquas and Pumas.

17.5. General Exclusions

17.5.1. The Monthly Salary as stipulated in clause 17.1 above will not be payable if the claim is in any direct or indirect way caused by, related to, or a result of:

17.5.1.1. permanent exclusions identified when a Professional Rugby Player is contracted;

17.5.1.2. a player's attempted suicide or intentional self-inflicted injury;

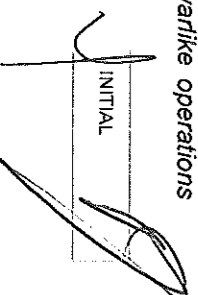
17.5.1.3. the influence of alcohol, drugs or narcotics upon the player unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);

17.5.1.4. the use of any substance in violation of the rules and regulations of the international governing body of professional rugby; and

17.5.1.5. 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.

17.5.1.6. any nuclear reaction or nuclear radiation;

17.5.1.7. active participation in war, invasion, act of foreign enemy, hostilities or warlike operations

INITIAL


(whether war has been declared or not), civil war, military uprising, military or usurped power, martial law, insurrection, rebellion or revolution;

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

17.5.1.9. *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:*

17.5.1.9.1. *which 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);*

17.5.1.9.2. *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*

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

17.5.1.10. *Notwithstanding the above the following specific limitations will apply:*

17.5.1.10.1. *The maximum Salary per Professional Rugby Player per year - R4,000,000;*

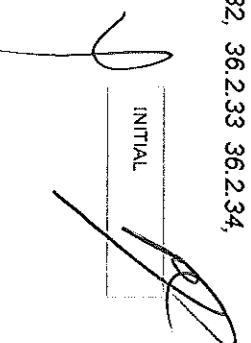
17.5.1.10.2. *Lifetime maximum / Accumulation limit per Professional Rugby Player of 48 months;*

17.5.1.10.3. *Pre-existing injuries identified when a Professional Rugby Player is contracted will be limited to the 400 minutes official game time;*

17.5.1.10.4. *The Maximum entry age of a Professional Rugby Player newly contracted with a Province is 30 years; and*

17.5.1.10.5. *The maximum age of a Professional Rugby Player contracted with a Province is 36 years.*

3.1.2. *The addition of the following definitions as clauses 36.2.32, 36.2.33 36.2.34,*

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36.2.35, 36.2.36 and 36.2.37:

36.2.32. **"Catastrophic Injury"** means an illness or injury to a Professional Rugby Player to the extent that the player is no longer able to continue their own occupation or any other occupation for which they are suited or for which they could reasonably be expected to become qualified for by virtue of their knowledge, training, education, ability and experienced as determined according to industry standards;

36.2.33. **"Catastrophic Injury Amount"** means an amount of three times the annual salary of the Professional Rugby Player;

36.2.34. **"Monthly Salary"** means one twelfth of a Professional Rugby Players Salary;

36.2.35. **"Professional Rugby Player"** means a player who is contracted by a Province and/or SARU to play rugby for a team of the Province or for SARU and the terms "Professional Rugby Players" shall have a corresponding meaning;

36.2.36. **"Salary"** means a Professional Rugby Players annual fixed retainer remuneration earned from practising his occupation with the Province; and

36.2.37. **"Temporary Disability"** means an illness, accident or injury to a Professional Rugby Player to the extent that the player is not able to provide his/her rugby playing services for a limited period of time;

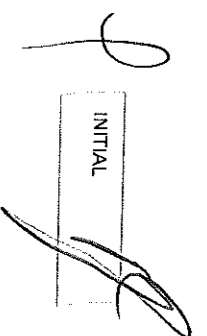
4. RETENTION

4.1. Save as expressly contemplated in this Agreement, the Agreement shall remain unamended and, subject to its terms, of full force and effect.

4.2. For the avoidance of doubt it is recorded and agreed that:

- 4.2.1. the Agreement (as amended by this Addendum) will continue in full force and effect; and
- 4.2.2. save as set out above, the amendments effected by this Addendum will not in any way (save as set out in this Addendum) affect the terms or operation of the Agreement.

5. EXECUTION IN COUNTERPARTS

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5.1. This Addendum may be executed in one or more counterparts all of which, when read together, shall comprise one and the same instrument. A facsimile copy of this Addendum shall comprise a valid counterpart for the purpose of this provision.

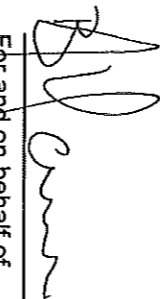
6. **ADDENDUM**

6.1. This Addendum comprises a written amendment to the Agreement.

Signed at RATTSEKLOOF on this 18th day of NOVEMBER 2015.

As Witness:

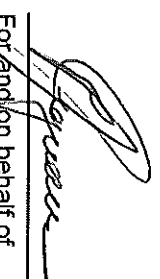



For and on behalf of
SOUTH AFRICAN
RUGBY EMPLOYERS'
ORGANISATION
duly authorised

Signed at RATTSEKLOOF on this 18th day of NOVEMBER 2015.

As Witness:




For and on behalf of
SOUTH AFRICAN RUGBY PLAYERS
ASSOCIATION
duly authorised