

THIS COLLECTIVE AGREEMENT is made this 21st day of September 2022 between **GRINDROD SHIPPING PTE LTD** of 200 Cantonment Road, Southpoint #03-01, Singapore 089763 (hereinafter called the "Company") of the one part and the **SINGAPORE MARITIME OFFICERS' UNION** of 75 Jellicoe Road, #02-01 Wavelink Building, Singapore 208738 and **SINGAPORE ORGANISATION OF SEAMEN** of 52 Chin Swee Road, #09-00 Seacare Building, Singapore 169875, (hereinafter jointly and severally called the "Unions") being trade unions of employees registered pursuant to the Trade Unions Act of the other part.

IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:

PART I GENERAL PROVISIONS

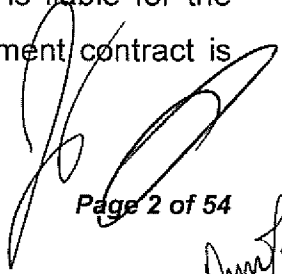
1. TITLE

This Agreement shall be known as the **GRINDROD - ITF-SMOU/SOS TCC FOREIGN FLAG VESSELS SEAFARERS' AGREEMENT 2022**.

2. SCOPE

(1) This Agreement shall cover both officers and ratings (hereinafter known as "seafarers") as are listed in Appendix I to this Agreement who are engaged in work on such vessels of the Company for which there is in existence a Special Agreement made between ITF (International Transport Workers' Federation) and the Company. Such vessels are listed in Appendix II to this Agreement or as are subsequently included in an exchange of letters between the Company and the Unions, a copy of which shall be duly registered with the Singapore Industrial Arbitration Court while this Agreement is in force.

- (2) The Company shall provide to the Unions a Bill of Sale and/or any other valid documents showing the reasons for changes to particulars of vessels in Appendix II. Any changes required shall be set out in a joint letter made out between the Company and the Unions and submitted to the Singapore Industrial Arbitration Court, for the changes to form part of this Agreement.
- (3) This Agreement is deemed to be incorporated into and to contain the terms and conditions of employment of any seafarer to whom this Agreement applies whether or not the company has entered into an individual Contract of Employment with the seafarer.
- (4) The ITF Special Agreement requires the Company (inter alia) to employ the seafarers on the terms and conditions of this ITF approved agreement, and to enter into individual contracts of employment with any seafarer to whom this Agreement applies, incorporating the terms and conditions of this Agreement. The Company undertakes that it will comply with all the terms and conditions of this Agreement. The Company shall further ensure that signed copies of this applicable Agreement and the ITF Special Agreement are available on board in English.
- (5) The words "seafarer", "ship", "Special Agreement", "union", "ITF" and "company" when used in this Agreement shall have the same meaning as in the Special Agreement. Furthermore, "seafarer" means any person who is employed or engaged or works in any capacity to whom this Agreement applies and "MLC" means Maritime Labour Convention adopted by the General Conference of the International Labour Organization on 23 February 2006.
- (6) Each seafarer, in accordance with sub-clause (1) above, shall be covered by this Agreement with effect from the date on which they are engaged, whether they have signed Articles or not, until the date on which they sign off or if later the date until which, in accordance with this Agreement, the Company is liable for the payment of wages, whether or not any employment contract is



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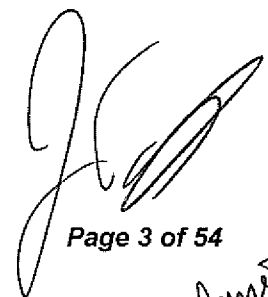
executed between the seafarer and the Company and whether or not the Ship's Articles are endorsed or amended to include the rates of pay specified in this Agreement.

3. RECOGNITION

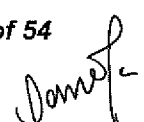
- (1) The Company recognises the Unions as the sole collective negotiating body relating to the rates of wages and other conditions of service of the seafarers coming within the scope of this Agreement.
- (2) The Unions shall use their best endeavours to ensure that all their members loyally co-operate in working for the advancement of seafarers' interest and the Company's interest and business in all respects to the best of their ability.
- (3) The Company shall facilitate and deliver all forms of communication between the Unions and the seafarers working onboard the vessels covered by this Agreement.

4. DURATION

- (1) This Agreement shall come into effect on 01 January 2022 and shall remain in force until 31 December 2023.
- (2) During the currency of this Agreement, neither party shall vary, modify or annul any of its terms save as is provided herein or in accordance with the provisions of the Industrial Relations Act.
- (3) The Company agrees with the Unions to revise and amend the wages to meet future ITF TCC benchmark and/or criteria and apply such revised wages and conditions to the seafarers on the vessel. Any amendments agreed to the wages to meet ITF TCC benchmark and or criteria shall be set out in a joint letter between the Company and the Unions and submitted to the Singapore Industrial Arbitration Court for such changes to form part of this Agreement.



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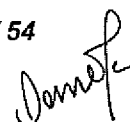
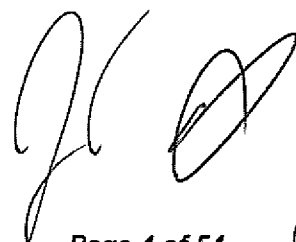
- (4) Negotiations for a renewal of the collective agreement may commence three months before the expiry of this Agreement but not earlier.

5. SETTLEMENT OF GRIEVANCE

- (1) Both the Unions and the Company endorse the necessity to establish and maintain good and harmonious industrial relations.
- (2) The Unions and the Company agree to make every possible effort to resolve any grievances or complaints from seafarers at the lowest level.
- (3) The following procedure shall be applied in the event of a seafarer having a suggestion, inquiry or complaint concerning the conditions of employment:
 - (a) He shall first notify his Head of Department or the Master as soon as possible.
 - (b) If such notification fails to settle the matter within three days, he shall notify the Personnel Manager and/or the Superintendent in writing and may also notify the Unions.
 - (c) If this fails to settle the matter, the Unions may serve notice upon the Company to discuss the matter.
 - (d) If the Company and the Unions fail to reach a settlement, either party may refer the matter to the Singapore Industrial Arbitration Court.

6. VARIATION

Any variation in the terms and conditions of service as contained in this Agreement shall not be implemented without the approval of the Singapore Industrial Arbitration Court in accordance with the Industrial Relations Act.



7. REFEREE

In the event of any dispute(s) arising out of the operation of this Agreement, either party shall refer the dispute(s) to the President of the Singapore Industrial Arbitration Court who may select a referee appointed under section 43 of the Industrial Relations Act to hear and determine such dispute(s).

PART II GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

8. PRE-EMPLOYMENT

- (1) Each seafarer shall undertake to serve the Company competently, honestly, faithfully and soberly and shall undertake that he possesses, and will exercise, all skill and competence commensurate with the certificate of competence, which he declared to hold, which should be verified by the Company.
- (2) The Company shall be entitled to require that any seafarer shall have a satisfactory pre-employment medical examination, at Company's expense, by a company-nominated doctor and that the seafarer answers faithfully any questionnaire on their state of health, which may be required. Failure to do so may affect the seafarer's entitlement to compensation as per Clauses 28, 29, 31 and 32. The seafarer shall be entitled to receive a copy of the medical certificate issued in respect of such an examination. The provisions of this Clause shall equally apply to seafarers who were previously employed by the Company, signed-off due to medical reasons pursuant to Clause 21 (1) (b) and maybe willing to be re-employed upon recovery. Any such recovered seafarers shall be treated equally to the other candidates undergoing medical examination.
- (3) Companies who are direct employers or who use seafarers recruitment and placement services shall ensure, as far as

practicable, that the standards laid down in the MLC are met including the requirement that no fees or visa costs are borne directly or indirectly, in whole or in part, by the seafarers for finding employment, the right for seafarers to inspect their employment documents and seek advice before engagement and preventing the recruitment or placement services from using means, mechanisms or lists to prevent seafarers from gaining employment for which they are qualified.

- (4) Each seafarer shall sign an MLC compliant Seafarer's employment contract attached as per Appendix VI.
- (5) Documentation as required by the Flag State shall be at Company expense.

9. NON-SEAFARERS WORK

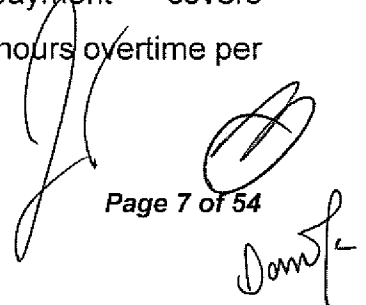
- (1) Neither seafarers nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling services in a port, at a terminal or on board of a vessel, where dock workers, who are members of an ITF affiliated union, are providing the cargo handling services. Where there are not sufficient numbers of qualified dock workers available, the ship's crew may carry out the work provided that there is prior agreement of the ITF Dockers Union or ITF Unions concerned; and provided that the individual seafarers volunteer to carry out such duties; and those seafarers are qualified and adequately compensated for that work. For the purpose of this clause "cargo handling services" may include but is not limited to: loading, unloading, lashing, unlashng, checking and receiving.
- (2) Where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, there shall not be any cargo operations undertaken which could affect the resolution of the dispute. The Company will not take any punitive measures against any seafarer who respects such dockworkers'

trade dispute and any such lawful act by the seafarer shall not be treated as any breach of the seafarer's contract of employment, provided that this act is lawful within the country it is taken.

- (3) For crewmembers' compensation for such work performed during the normal working week, as specified in Clause 10, shall be by the payment of the overtime rate specified in Appendix I for each hour or part hour that such work is performed, in addition to the basic pay. Any such work performed outside the normal working week will be compensated at double the overtime rate.
- (4) In implementing the provisions of sub-clauses (1) and (2) above, specific conditions may apply as identified in Appendix VII.

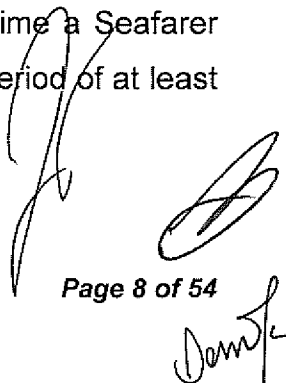
10. WORKING HOURS AND REST HOURS

- (1) The working hours of every seafarer shall be forty hours per week with eight hours daily from Monday to Friday. In the case of day workers, the eight hours shall be worked consecutively between 0600 hours and 1800 hours Monday to Friday inclusive. In any week with a public holiday falling on a working day every seafarer shall be deemed to have worked eight hours on that public holiday and such eight hours shall be included in the weekly total of forty hours for the purpose of computing payment for overtime work done in respect of the remainder of working days in that week.
- (2) Any working hours on Sunday and public holiday and hours exceeding eight hours for normal day (Monday to Friday) shall be considered as overtime.
- (3)
 - (a) All officers shall be paid overtime compensation as per the amount shown in Appendix I to this Agreement, based on the fixed overtime.
 - (b) All ratings shall be paid minimum overtime compensation as per the amount shown in Appendix I to this Agreement. This minimum guaranteed overtime payment covers compensation for one hundred and three hours overtime per

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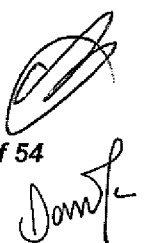

month. Any overtime work performed beyond one hundred and three hours guaranteed overtime per month shall be compensated according to the hourly overtime rates as per Appendix I to this Agreement.

- (4) (a) Overtime shall be recorded individually and in duplicate either by the Master or the Head of the Department.
- (b) Such record, endorsed by the Master or a person authorised by the Master, shall be accessible to the Seafarer. Every month the Seafarer shall be offered to endorse the record. After the record is endorsed, it is final. On completion of his/her contract, one copy shall be provided to the Seafarer, if such information is not already contained within the Seafarer's pay documents. A Seafarer may request a printed copy of his/her overtime records at any time during his/her contract term.
- (c) Any additional hours worked during an emergency directly affecting the immediate safety of the ship, its passengers, crew or cargo, of which the Master shall be the sole judge, or for safety drills or work required to give assistance to other ships or persons in immediate peril shall not count for overtime payment.
- (d) If no overtime records are kept as required in sub-clauses 4 (a) and (b) above, the Seafarer shall be paid monthly a lump sum for overtime worked calculated at 160 hours at the hourly overtime rate without prejudice to any further claim for payment for overtime hours worked in excess of this figure.
- (5) Rest Periods:
- (a) Each seafarer shall have a minimum of 10 hours' rest in any 24-hour period and 77 hours in any seven-day period.
- (b) This period of 24 hours shall begin at the time a Seafarer starts work immediately after having had a period of at least 6 consecutive hours off duty.



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- (c) The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length, and the interval between consecutive periods of rest shall not exceed 14 hours.
- (d) The company shall post in an accessible place on board a table detailing the schedule of service at sea and in port and the minimum hours of rest for each position on board in the language of the ship and in English.
- (e) Nothing in this Article shall be deemed to impair the right of the master of a ship to require a seafarer to perform any hours of work necessary for the immediate safety of the ship, persons on board or cargo, or for the purpose of giving assistance to other ships or persons in distress at sea. In such situations, the master may suspend the schedule of hours of work or hours of rest and require a seafarer to perform any hours of work necessary until the normal situation has been restored. As soon as practicable after the normal situation has been restored, the master shall ensure that any seafarers who have performed the work in a scheduled rest period are provided with an adequate period of rest. In addition, the International Convention on Standards of Training, Certification and Watch Keeping for Seafarers (STCW) requirements covering overriding operational conditions shall apply.
- (f) A short break of less than 30 minutes will not be considered as a period of rest.
- (g) Emergency drills and drills prescribed by national laws and regulations and by international instruments shall be conducted in a manner that minimises the disturbance of rest periods and does not induce fatigue.



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- (h) The allocation of periods of responsibility on Unmanned Machinery Space (UMS) Ships, where a continuous watchkeeping in the engine room is not carried out, shall also be conducted in a manner that minimises the disturbance of rest periods and does not induce fatigue and an adequate compensatory rest period shall be given if the normal period of rest is disturbed by call-outs.
- (i) Records of seafarers daily hours of rest shall be maintained to allow for monitoring of compliance with this clause.

11. WATCH-KEEPING

- (1) Watch-keeping at sea and, when deemed necessary, in port, shall be organised where possible on a three-watch basis.
- (2) It shall be at the discretion of the Master which seafarers are put into watches and which, if any, on day work.
- (3) While watch-keeping at sea, the officer of the navigational watch shall be assisted by a posted lookout during the hours of darkness and as required by any relevant national and international rules and regulations, and, in addition, whenever deemed necessary by the master or officer of the navigational watch.
- (4) The Master and Chief Engineer shall not normally be required to stand watches.

PART III SALARY AND OTHER MONETARY ITEMS

12. WAGES

- (1) The wages of each seafarer shall be calculated in accordance with this Agreement and as per the attached wage scales in Appendix I and the only deductions from such wages shall be proper statutory and other deductions as recorded in this Agreement and/or other deductions as authorised by the seafarer. The wage



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scale in Appendix I shall be deemed as a minimum requirement. Where a higher entitlement than in the wage scale may be agreed for the Seafarer, such higher entitlement shall be guaranteed and may not be decreased for the duration of the tour of duty.

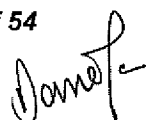
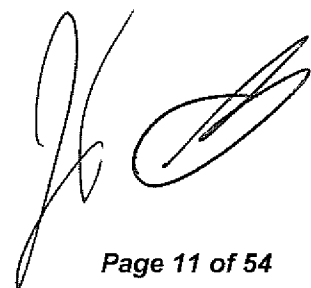
- (2) The seafarer shall be entitled to payment of their net wages, after deductions, in US dollars, or in a currency agreed with the seafarer, at the end of each calendar month together with an account of their wages, identifying the exchange rate where applicable.
- (3) Any wages not drawn by the seafarer shall accumulate for their account and may be drawn as a cash advance twice monthly.
- (4) For the purpose of calculating wages, a calendar month shall be regarded as having 30 days.
- (5) A Seafarer who is 21 or over and is not a trainee shall be paid at the equivalent rate of an ordinary seaman.

13. SENIORITY PAYMENT

A seafarer shall be entitled to a seniority payment as shown in Appendix I, to this Agreement, on completion of 12 months' sea service with the Company, as applicable.

14. STANDBY

- (1) A seafarer may be placed on standby for a period not exceeding two weeks, on half-basic wage pending assignment to a vessel.
- (2) Any period of standby shall count as service with the Company.
- (3) The Company reserves the right to summarily dismiss, after due warning, a seafarer on standby in the event of his refusing to accept an assignment. In this case, any standby wages paid to the seafarer shall be refunded to the Company.

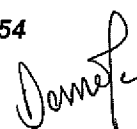
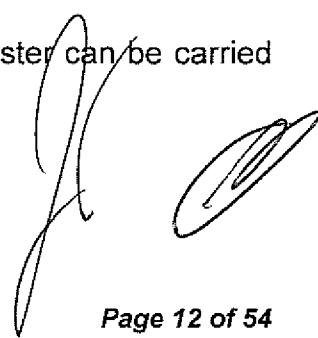


15. ALLOTMENT

- (1) Each seafarer to whom this Agreement applies shall be allowed an allotment note, payable at monthly intervals, of up to 80% of basic wages after allowing for any deductions as specified in Clause 12, in line with the provisions of ILO MLC Standard A2.2, paragraph 5.
- (2) A seafarer must agree to comply with the compulsory allotment requirement in accordance with the regulations provided for in his country of residence.

16. MANNING

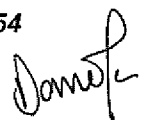
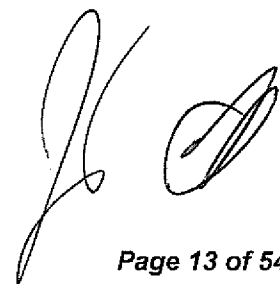
- (1) The Ship shall be competently and adequately manned so as to ensure its safe operation and the maintenance of a three watch system whenever required and in no case manned at a lower level than the attached manning scale (Appendix V) based on the applicable standard laid down in the ITF Policy on Manning of Ships in accordance with relevant and applicable international laws, rules and regulations (Appendix V).
- (2) The union and company may negotiate and apply a manning scale different to that of the ITF Policy on Manning of ships (Appendix V) taking into consideration the type and trade of the ship when signing the Special Agreement.
- (3) The agreed manning shall not include any temporary or riding squad workers. However, in certain circumstances, the company and the ITF affiliated union can agree that for a limited period temporary riding squads may be used on board subject to the following principles:
 - (a) persons engaged for security purposes should not undertake other seafarers' duties;
 - (b) only specific tasks authorised by the master can be carried out by the riding squads;



- (c) classification societies are to be informed of any survey or structural work carried out in compliance with IACS UR Z13;
 - (d) all riding squads must be covered by an Agreement in line with ILO conventions and recommendations; and
 - (e) riding squads should not be used to replace current crew or be used to undermine this Agreement.
- (4) Where the complement falls short of the agreed manning, for whatever reasons, the basic wages of the shortage category shall be paid to the affected members of the concerned department. Every effort shall be made to make good the shortage before the ship leaves the next port of call. This provision shall not affect any overtime paid in accordance with Clause 10 of this Agreement.

17. CENTRAL PROVIDENT FUND / SEAFARERS' PROVIDENT FUND

- (1) The Company shall comply with the Central Provident Fund (CPF) Act where applicable.
- (2) The Company shall contribute the sum of United States Fifty Dollars (US\$50) per seaman per month, prorated for an incomplete month to the Seafarers' Provident Fund Scheme or any other provident or retirement fund administered by the union for every seafarer employed onboard under this Agreement, when such Scheme is implemented.
- (3) Prior to the implementation of such Scheme, the contribution stipulated above shall be paid directly into the seafarer's monthly salary.
- (4) When such Seafarers' Provident Fund or any other provident or retirement fund is implemented, the full details of the scheme shall be set out in a Joint Letter and submitted to the Industrial Arbitration Court, for such changes to form part of this Agreement.



18. SERVICE IN WARLIKE OPERATIONS AREAS / HIGH RISK AREAS

- (1) A warlike operations area or high risk zone will be designated by the ITF. The list of such ITF designated areas will be available in the ITF's website and amended from time to time. An updated list of the Warlike Operations areas shall be kept on board the vessels and shall be accessible to the crew.
- (2) At the time of the assignment the Company shall inform the Seafarers if the vessel is bound to or may enter any Warlike Operations area. If this information becomes known during the period of the Seafarers' employment on the vessel the Company shall advise the Seafarers immediately.
- (3) If the vessel enters a Warlike Operations area:
 - (a) The Seafarer shall have the right not to proceed to such area. In this event the Seafarer shall be repatriated at Company's cost with benefits accrued until the date of return to his/her home or the port of engagement.
 - (b) The Seafarer shall be entitled to a double compensation for disability and death.
 - (c) The Seafarer shall also be paid a bonus equal to 100% of the daily basic wage for the duration of the ship's stay in a Warlike Operations area – subject to a minimum of 5 days pay.
 - (d) The Seafarer shall have the right to accept or decline an assignment in a Warlike Operations area without risking losing his/her employment or suffering any other detrimental effects.
- (4) In addition to areas of warlike operations, the ITF may determine High Risk Areas and define, on a case-by-case basis, the applicable seafarers' benefits and entitlements, as well as employers' and seafarers' obligations. In the event of any such designations the provisions of sub-clauses (1) and (2) above shall

apply. The full details of any Areas so designated shall be attached to the CBA and made available on board the vessel.

- (5) In case a Seafarer may become captive or otherwise prevented from sailing as a result of an act of piracy or hijacking, irrespective whether such act takes place within or outside ITF designated areas referred to in this clause, the Seafarer's employment status and entitlements under this Agreement shall continue until the Seafarer's release and thereafter until the Seafarer is safely repatriated to his/her home or place of engagement or until all Company's contractual liabilities end. These continued entitlements shall, in particular, include the payment of full wages and other contractual benefits. The Company shall also make every effort to provide captured Seafarers, with extra protection, food, welfare, medical and other assistance as necessary.

19. OVERSEAS TRAVEL

Where a seafarer travels overseas on Company business, the Company shall pay-

- (a) All hotel (including meals) and transportation charges and other reasonable expenses incurred by the seafarer; and
(b) In the case of travel by air, charges for luggage up to 30 kg.

PART IV TERMS AND BENEFITS ON TERMINATION OF EMPLOYMENT

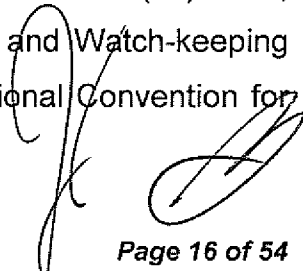
20. DURATION OF EMPLOYMENT

A seafarer shall be engaged for 9 months and such period may be extended or reduced by 1 month for operational convenience. The employment shall be automatically terminated upon the terms of this Agreement at the first arrival of the ship in port after expiration of that period, unless the company operates a permanent employment system.




21. TERMINATION OF EMPLOYMENT

- (1) The Seafarer's employment shall be terminated:
 - (a) upon the expiry of the agreed period of service identified in Clause 20.
 - (b) when signing off owing to sickness or injury, after medical examination in accordance with Clause 28.
- (2) The company may terminate the employment of a seafarer:
 - (a) by giving one month's written notice to the seafarer;
 - (b) If the seafarer has been found to be in serious default of his employment obligations in accordance with Clause 23;
 - (c) upon the total loss of the ship, or when the ship has been laid up for a continuous period of at least one month or upon the sale of the ship.
- (3) A seafarer to whom this Agreement applies may terminate employment:
 - (a) by giving one month's written notice of termination to the Company or the Master of the ship;
 - (b) when, during the course of a voyage it is confirmed that the spouse, partner (when nominated by the Seafarer as the next of kin), parent or dependent child has fallen dangerously ill or dies.
 - (c) if the ship is about to sail into a warlike operations area or a High Risk Area, in accordance with Clause 18 of this Agreement;
 - (d) if the seafarer was employed for a specified voyage on a specified ship, and the voyage is subsequently altered substantially, either with regard to duration of trading pattern;
 - (e) if the Ship is certified substandard in relation to the applicable provisions of the Safety of Life at Sea Convention (SOLAS) 1974, the International Convention on Loadlines (LL) 1966, the Standards of Training Certification and Watch-keeping Convention (STCW) 1995, the International Convention for



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the Prevention of Pollution from Ships 1973, as modified by the Protocol of 1978 (MARPOL) or substandard in relation to ILO Convention No. 147, 1976, Minimum Standards in Merchant Ships as supplemented by the Protocol of 1996 and remains so for a period of 30 consecutive days provided that adequate living conditions and provisions are provided on board or ashore. In any event, a Ship shall be regarded as substandard if it is not in possession of the certificates required under either applicable national laws and regulations or international instruments;

- (f) if the ship has been arrested and has remained under arrest for 30 days;
 - (g) if after any agreed grievance procedure has been invoked, the company has not complied with the terms of this Agreement;
- (4) A seafarer shall be entitled to receive compensation of two months' basic pay on termination of his/her employment in accordance with clauses 21 (2) (a) and (c) and 21 (3) (c), (d), (e), (f) and (g) above.
- (5) It shall not be grounds for termination if, during the period of the agreement, the company transfers the seafarer to another vessel belonging or related to the same owner/manager, on the same rank and wages and all other terms, if the second vessel is engaged on the same or similar voyage patterns. There shall be no loss of earnings or entitlements during the transfer and the company shall be liable for all costs and subsistence for and during the transfer.



22. REPATRIATION/EMBARKATION

- (1) Repatriation shall take place in such a manner that it takes into account the needs and reasonable requirements for comfort of the seafarer.

- (2) During repatriation for normal reasons, the company shall be liable for the following costs until the seafarers reach the final agreed repatriation destination, which can be either a place of original engagement or home:
 - (a) payment of basic wages between the time of discharge and the arrival of the seafarer at their place of original engagement or home;
 - (b) the cost of accommodation and food;
 - (c) reasonable personal travel and subsistence costs during the travel period;
 - (d) transportation of the seafarer's personal effects up to the amount allowed free of charge by the relevant carrier agreed with the company.
- (3) A seafarer shall be entitled to repatriation at the company's expense on termination of employment as per Clause 21 except where such termination arises under Clause 21 (2)(b).
- (4) The provisions of Clauses 22(1), 22(2) and 22(3) shall also apply to Seafarers travelling to join the vessel.

23. MISCONDUCT

- (1) The company may terminate the employment of a seafarer following a serious default of the seafarers employment obligations which gives rise to a lawful entitlement to dismissal, provided that the company shall, where possible, prior to dismissal, give written notice to the seafarer specifying the serious default which has been the cause of the dismissal.
- (2) In the event of the dismissal of a seafarer in accordance with this clause, the company shall be entitled to recover from that seafarer's balance of wages the costs involved with repatriating the seafarer together with such costs incurred by the company as are directly attributable to the seafarers proven misconduct. Such

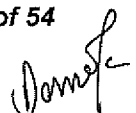
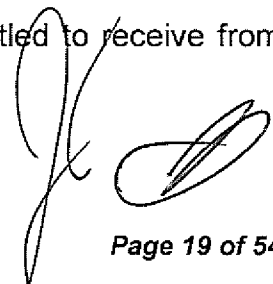


costs do not, however, include the costs of providing a replacement for the dismissed seafarer.

- (3) For the purpose of this Agreement, refusal by any seafarer to obey an order to sail the ship shall not amount to a breach of the seafarers employment obligations where:
 - (a) the ship is unseaworthy or otherwise substandard as defined in Clause 21 (3)(e);
 - (b) for any reason it would be unlawful for the ship to sail;
 - (c) the seafarer has a genuine grievance against the company in relation to the implementation of this Agreement and has complied in full with the terms of the company's grievance procedure; or
 - (d) the seafarer refuses to sail into a warlike area or a High Risk Area as identified in Clause 18.
- (4) The Company shall ensure that a fair, effective and expeditious on-board procedure is in place to deal with reports of breaches of employment obligations and with seafarers' complaints or grievances. Such procedures shall be available and equally apply to all crewmembers including Masters. It shall allow seafarers to be accompanied or represented during the procedure and provide safeguards against victimization for raising complaints that are not manifestly vexatious or malicious.

24. CREW'S EFFECTS

- (1) When any seafarer suffers total or partial loss of, or damage to, their personal effects whilst serving on board the ship as a result of wreck, loss, stranding or abandonment of the vessel, or as a result of fire, flooding or collision, or an act of piracy or armed robbery against ships/hostage taking excluding any loss or damage caused by the seafarer's own fault or through theft or misappropriation, such seafarer shall be entitled to receive from



the company compensation up to a maximum of US\$3,300, which includes cash up to \$330.

- (2) The seafarer shall certify that any information provided with regard to lost property is true to the best of their knowledge.
- (3) The Company shall take measures for safeguarding property left on board by sick, injured or deceased seafarers and for returning it to them or to their next of kin.

25. REDUNDANCY COMPENSATION

- (1) In the event of redundancy arising due to sale, laying up, change of registry or loss of vessel, or other reasons and the Company is being compelled to terminate the employment of a seafarer, and if similar alternative employment in the Company is not available, the Company shall pay to the seafarer in addition to the other benefits he is entitled to under this Agreement, two months' severance payment of the last drawn basic wage.
- (2) Seafarers who have served the agreed contract period shall not be entitled to redundancy compensation.

PART V LEAVE ITEMS

26. LEAVE/PUBLIC HOLIDAYS

- (1) Annual leave entitlement for every seafarer shall be eight days per month.
- (2) Annual leave shall be granted on a pro-rata basis for every incomplete month of service.
- (3) Any seafarer with unexhausted leave entitlement on termination of service shall be entitled to cash payment in lieu thereof.
- (4) Every seafarer shall be entitled to eleven paid holidays as declared and gazetted by the Government of Singapore or as agreed by the

Company and the Unions. If a holiday falls on a Saturday or a Sunday, the following working day shall be observed as a holiday.

27. COMPASSIONATE LEAVE

A seafarer shall be granted compassionate leave in accordance with the Compassionate Scheme for seafarers as outlined in Appendix III to this Agreement.

PART VI MEDICAL AND DENTAL BENEFITS AND INSURANCE

28. MEDICAL ATTENTION

- (1) A seafarer shall be entitled to immediate medical attention when required and to dental treatment of acute pain and emergencies, at the Company's expense.
- (2) A seafarer who is hospitalised abroad owing to sickness or injury shall be entitled to medical attention (including hospitalisation) at the company's expense for as long as such attention is required or until the seafarer is repatriated pursuant to Clause 22, whichever is the earlier.
- (3) A seafarer repatriated unfit as a result of sickness or injury, shall be entitled to medical attention (including hospitalisation) at the company's expense:
 - (a) in the case of sickness, for up to 130 days after repatriation, subject to the submission of satisfactory medical reports;
 - (b) in the case of injury, for so long as medical attention is required or until a medical determination is made in accordance with Clause 32 concerning permanent disability.
 - (c) in those cases where, following repatriation, seafarers have to meet their own medical care costs, in line with sub-clause (3)(a) above, they may submit claims for reimbursement



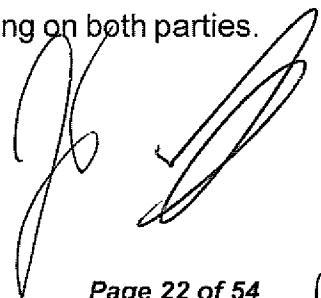
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within 6 months, unless there are exceptional circumstances, in which case the period may be extended.

- (4) Proof of continued entitlement to medical attention shall be by submission of satisfactory medical reports, endorsed, where necessary, by a company appointed doctor. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the Company and the Union and the decision of this doctor shall be final and binding on both parties.

29. SICK PAY

- (1) When a seafarer is landed at any port because of sickness or injury a pro rata payment of their basic wages plus guaranteed or, in the case of officers, fixed overtime, shall continue until they have been repatriated at the company's expense as specified in Clause 22.
- (2) Thereafter the seafarer shall be entitled to sick pay at the rate equivalent to their basic wage while they remain sick up to a maximum of 130 days after repatriation. The provision of sick pay following repatriation shall be subject to submission of a valid medical certificate, without undue delay.
- (3) However, in the event of incapacity due to an accident, the basic wages shall be paid until the injured seafarer has been cured or until a medical determination is made in accordance with Clause 32 and Appendix IV Clause 2(2) concerning permanent disability.
- (4) Proof of continued entitlement to sick pay shall be by submission of satisfactory medical reports, endorsed, where necessary, by a company appointed doctor. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the company and the seafarer and the decision of this doctor shall be final and binding on both parties.



30. MATERNITY

- (1) In the event that a crew member becomes pregnant during the period of employment:
- (a) the seafarer shall advise the master as soon as the pregnancy is confirmed;
 - (b) the company shall repatriate the seafarer as soon as reasonably possible but in no case later than the 26th week of pregnancy; and where the nature of the vessel's operations could in the circumstances be hazardous – at the first port of call;
 - (c) the Seafarer shall be entitled to receive contractual pay for the full contract period, plus 100 days' basic pay; and
 - (d) the seafarer shall be afforded priority in filling a suitable vacancy in the same or equivalent position within three years following the birth of a child should such a vacancy be available.

31. LOSS OF LIFE – DEATH IN SERVICE

- (1) If a Seafarer dies through any cause whilst in the employment of the Company including death from natural causes and death occurring whilst travelling to and from the vessel, or as a result of marine or other similar peril, the Company shall pay the sums specified in paragraph 1 of Appendix IV to a nominated beneficiary and to each dependent child up to a maximum of 4 (four) under the age of 18 (eighteen). If the Seafarer shall leave no nominated beneficiary, the aforementioned sum shall be paid to the person or body empowered by law or otherwise to administer the estate of the Seafarer. The Company shall also transport at its own expense the body to the seafarer's home where practical and at the families' request and pay the cost of burial expenses. Where the death has occurred at sea the repatriation of the body shall be carried out at the next scheduled port of call, subject to national legislation and



as quickly as possible. For the purpose of this clause a seafarer shall be regarded as "in employment of the company" for so long as the provisions of Clauses 28 and 29 apply and provided the death is directly attributable to sickness or injury that caused the seafarer's employment to be terminated in accordance with clause 21 (1)(b).

- (2) The provisions of Appendix IV (2) (5) shall also apply in the case of compensation for Loss of Life – Death in Service as specified in this Clause.

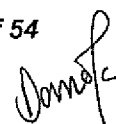
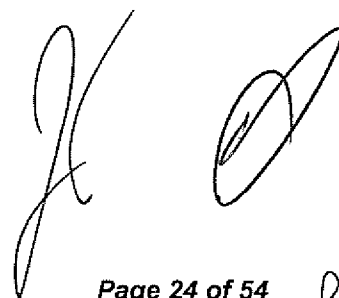
32. COMPENSATION FOR DISABILITY

A seafarer who suffers permanent disability as a result of an accident whilst in the employment of the company regardless of fault, including accidents occurring while travelling to or from the ship, and whose ability to work as a seafarer is reduced as a result thereof, shall in addition to sick pay, be entitled to compensation according to paragraph 2 of Appendix IV of this Agreement.

PART VII MISCELLANEOUS ITEMS

33. FOOD, ACCOMMODATION, BEDDING, AMENITIES ETC

- (1) The Company shall provide, as a minimum, accommodation, recreational facilities and food and catering services in accordance with the standards specified in Title 3 to the ILO Maritime Labour Convention, 2006 and shall give due consideration to the Guidelines in that Convention.
- (2) In addition, the company shall provide the galley with all items of equipment normally required for cooking purposes. All items of equipment shall be of good quality.



- (3) The accommodation standards should generally meet those criteria contained in relevant ILO instruments relating to crew accommodation.
- (4) Seafarers will have access to free call on a one-off basis linked to compassionate circumstances as per Clause 21 (3)(b) emergencies.

34. WORKING APPAREL, SAFETY EQUIPMENT AND WINTER CLOTHING

(1) Safety Equipment

The Company shall provide the following safety equipment to the seafarers:

- (a) Safety boots.
- (b) Working gloves.
- (c) Sea boots.
- (d) Rain coats (southwesters).
- (e) Safety goggles.



(2) Winter Clothing

The Company shall provide for the Deck Department the following winter clothing:

- (a) Pullovers.
- (b) Winter coats (wind breakers).
- (c) Winter woollen caps.
- (d) Winter woollen gloves.

(3) In addition to the above, the Company shall provide sufficient additional sets as described in sub-clause (2) above. These are for the use of seafarers (catering department/engine room) who are required to do work on deck during the winter period.

(4) All safety equipment and winter clothing shall remain the property of the Company, and shall be returned to the officer-in-charge of the department when signing off the vessel.

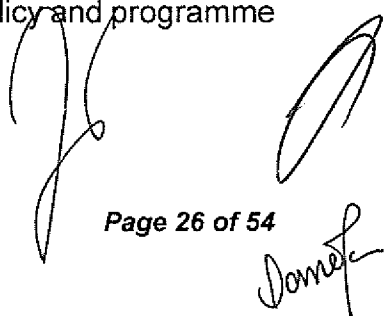


35. PERSONAL PROTECTIVE EQUIPMENT

- (1) The company shall provide the necessary personal protective equipment in accordance with ISM/IMO regulations, or any applicable national regulations, which specify any additional equipment, for the use of each seafarer while serving on board.
- (2) The company will supply the crew with appropriate personal protective equipment for the nature of the job.
- (3) Seafarers should be advised of the dangerous nature and possible hazards of any work to be carried out and instructed of any necessary precautions to be taken as well as of the use of the protective equipment.
- (4) If the necessary safety equipment is not available to operate in compliance with any of the above regulations, seafarers should not be permitted or requested to perform the work.
- (5) Seafarers shall use and take care of personal protective equipment at their disposal and not misuse any means provided for their own protection or the protection of others. Personal protective equipment remains the property of the company.

36. SHIPBOARD SAFETY COMMITTEE

- (1) The Company shall facilitate the establishment of an on board Safety and Health Committee, in accordance with the provisions contained in the ILO Code of Practice on Accident Prevention on Board Ship at Sea and in Port, and as part of their safety-management system.
- (2) The company shall provide a link between the company and those on board through the designation of a person or persons ashore having direct access to the highest level of management as per the requirements of the ISM Code. The Company shall also designate an on board competent safety Officer who shall implement the company's safety and health policy and programme and carry out the instructions of the Master to:



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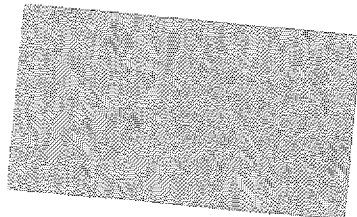
- (a) improve the crew's safety awareness; and
 - (b) investigate any safety complaints brought to her/his attention and report the same to the Safety and Health Committee and the individual, where necessary; and
 - (c) investigate accidents and make the appropriate recommendations to prevent the recurrence of such accidents; and
 - (d) carry out safety and health inspections.
- (3) The Company acknowledges the right of the crew to elect a safety representative to the on board Safety and Health Committee. Such a representative shall be entitled to the same protections as the liaison representative.

37. CREW LIST

- (1) The Company shall submit to the Unions a crew list of the seafarers coming within the scope of this Agreement upon request.
- (2) Where a seafarer is assigned to a vessel direct from a foreign port due to economic reasons, the Company shall assist him to apply for union membership and forward all necessary documents and union dues to the Unions promptly.

38. UNION FEE

- (1) The Company shall pay in advance annually, one year's union fee for all crew members to the respective Unions.
- (2) The union fees equivalent to United States Twenty-five Dollars (US\$25) per month shall be deducted from each officer and rating respectively, in advance for a period of up to twelve months and paid to the Unions as soon as possible, twice annually for the periods ending 30th June and 31st December of each year.



39. TRAINING (SMTF)

The Company shall contribute to the Singapore Maritime Training Fund (SMTF) to promote education, training and upgrading of seafarers who are members of the Union and serving on or planning to serve on vessels covered by the ITF-SMOU/SOS collective agreement. The computation of the contributions shall be as indicated in Appendix I to this Agreement for all seafarers listed, irrespective of the actual number of seafarers carried onboard. Such contributions shall be made in advance annually or within two weeks from the date of invoice by the Unions.

40. SEAFARERS' MEDICAL SCHEME (SMS)

The Company agrees to participate in the Seafarers' Medical Scheme (SMS) administered by the Unions. The rate of contribution shall be United States Fifteen Dollars (US\$15) per Seafarer per month for every seafarer employed under the terms of this Agreement, to cover such seafarers under the Seafarers' Medical Scheme administered by the Unions.

41. WELFARE CONTRIBUTION

- (1) The Company shall make an annual contribution to the Unions respectively for welfare, educational, social and other purposes benefiting the general membership of the Unions of an amount as agreed between the Company and the Union. Such contributions shall be paid annually in advance to the Unions.
- (2) The Company shall also pay contributions to the ITF Seafarers' International Assistance, Welfare and Protection Fund in accordance with the terms of the ITF Special Agreement.
- (3) The Company shall be liable to the payment of the above contributions in respect of any vessel(s) that are covered by this Agreement.

42. EQUALITY

Each seafarer shall be entitled to work, train and live in an environment free from harassment and bullying whether sexually, racially or otherwise motivated. The company will regard breaches of this undertaking as a serious act of misconduct on the part of seafarers.

43. WAIVERS AND ASSIGNMENTS

(1) The company undertakes not to demand or request any seafarer to enter into any document whereby, by way of waiver or assignment or otherwise, the seafarer agrees or promises to accept variations to the terms of this Agreement or return to the company, their servants or agents any wages (including backwages) or other emoluments due or to become due to the seafarer under this Agreement and the company agrees that any such document already in existence shall be null and void and of no legal effect.

(2) If the Company breaches the terms of this agreement the ITF or the union, for itself or acting on behalf of the seafarers, and/or any seafarer shall be entitled to take such measures against the company as may be deemed necessary to obtain redress.

44. BREACH OF THE AGREEMENT

If the Company breaches the terms of this agreement the ITF or the ITF affiliated Unions, for itself or acting on behalf of the seafarers, and/or any seafarer shall be entitled to take such measures against the company as may be deemed necessary to obtain redress.

45. INSURANCE

The Company shall conclude appropriate insurance to cover themselves fully against the possible contingencies arising from the Articles of this Agreement. Further, the Company shall ensure that a financial security system be provided on board to protect the crew

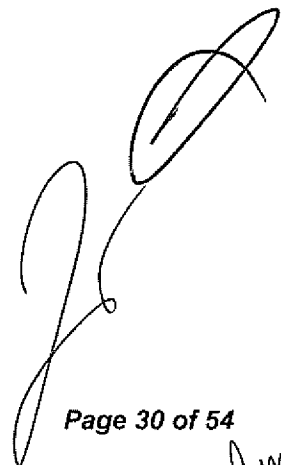
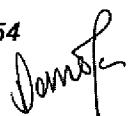
against abandonment and to guarantee resolution of claims arising from 2014 amendments to MLC, 2006. The details of the applicable financial security system shall be posted in a conspicuous place on board where it is available to the Seafarers.

46. SEAFARERS' HOSTEL

The Company shall contribute United States Five Dollars (US\$5) per seafarer per month for accommodation facilities for seafarers. Such contributions shall be paid annually in advance to the Unions.

47. GENERAL

- (1) Transportation from shore to ship and vice versa, shall be arranged and paid for by the Company.
- (2) The Company reserves the right to transfer any seafarer while on board to any of its ships of the same owner/manager provided his terms and conditions of employment remain the same. All expenses shall be borne by the Company.
- (3) Night ration shall be provided to all night watch-keeping personnel.

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.A smaller handwritten signature in black ink, appearing to be 'James'.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the date and year first hereinbefore mentioned:

Signed for and on behalf of:

In the presence of:

GRINDROD SHIPPING PTE LTD



HILTON LOUIS STROEBEL
Marine Manager



FELICIA HONG
Marine Administrator

SINGAPORE MARITIME OFFICERS' UNION (SMOU)



GWEE GUO DUAN
Assistant General Secretary



TERENCE TAN
Secretary

SINGAPORE ORGANISATION OF SEAMEN (SOS)



DANIEL TAN
General Secretary



KOH SOO LEE
Senior Manager

Appendix I
(Clauses 2, 9, 10, 12, 13, 17 & 39)

GRINDROD - ITF-SMOU/SOS TCC FOREIGN FLAG VESSELS SEAFARERS' AGREEMENT 2022"

MINIMUM MONTHLY WAGE SCALE FOR YEAR 2022 IN US DOLLARS

OFFICERS:

No.	Rank	WAGE ELEMENT							FUND ELEMENT													GRAND TOTAL	Hourly Overtime Rate
		Basic Salary	Fixed Overtime	Guaranteed Overtime	Bonus	8-Days Leave Pay	Seniority*1	SPF*2	TOTAL WAGE ELEMENT	SMTF*4	SMS*5	PI*6	IMO Training*7	SW*8	MLC*9	D & D*10	REC*11	ISPS / SID*12	Comm*13	SH*14	Total Funding Element		
1	MASTER	2,805	1,894		421	748	112	50	6,030	30	15	20	50	10	20	20	25	10	10	5	215	6,245	18.39
2	CHIEF OFFICER	1,804	1,218		271	481	72	50	3,896	30	15	20	50	10	20	20	25	10	10	5	215	4,111	11.83
3	SECOND OFFICER	1,403	947		210	374	56	50	3,041	30	15	20	50	10	20	20	25	10	10	5	215	3,256	9.19
4	THIRD OFFICER	1,278	863		192	341	51	50	2,774	30	15	20	50	10	20	20	25	10	10	5	215	2,989	8.38
5	RADIO OFFICER	1,403	947		210	374	56	50	3,041	30	15	20	50	10	20	20	25	10	10	5	215	3,256	9.19
6	CHIEF ENGINEER	2,608	1,761		391	696	104	50	5,610	30	15	20	50	10	20	20	25	10	10	5	215	5,825	17.09
7	SECOND ENGINEER	1,804	1,218		271	481	72	50	3,896	30	15	20	50	10	20	20	25	10	10	5	215	4,111	11.83
8	THIRD ENGINEER	1,403	947		210	374	56	50	3,041	30	15	20	50	10	20	20	25	10	10	5	215	3,256	9.19
9	FOURTH ENGINEER	1,278	863		192	341	51	50	2,774	30	15	20	50	10	20	20	25	10	10	5	215	2,989	8.38
10	ELECTRICAL ENGINEER	1,400	945		210	373	56	50	3,034	30	15	20	50	10	20	20	25	10	10	5	215	3,249	9.17
	Supervisory Allowance*3								2,000													2,000	



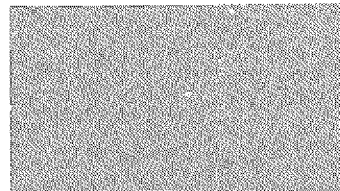
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Appendix I
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MINIMUM MONTHLY WAGE SCALE FOR YEAR 2023 IN US DOLLARS

OFFICERS:

No.	Rank	WAGE ELEMENT								FUND ELEMENT											GRAND TOTAL	Hourly Overtime Rate	
		Basic Salary	Fixed Overtime	Guaranteed Overtime	Bonus	8-Days Leave Pay	Seniority*1	SPF*2	TOTAL WAGE ELEMENT	SMTF*4	SMS*5	PI*6	IMO Training*7	SW*8	MLC*9	D & D*10	REC*11	ISPS / SID*12	Comm*13	SH*14			Total Funding Element
1	MASTER	2,900	1,957		435	773	116	50	6,231	30	15	20	50	10	20	20	25	10	10	5	215	6,446	19.00
2	CHIEF OFFICER	1,843	1,244		276	492	74	50	3,979	30	15	20	50	10	20	20	25	10	10	5	215	4,194	12.08
3	SECOND OFFICER	1,427	964		214	381	57	50	3,093	30	15	20	50	10	20	20	25	10	10	5	215	3,308	9.35
4	THIRD OFFICER	1,299	877		195	347	52	50	2,820	30	15	20	50	10	20	20	25	10	10	5	215	3,035	8.52
5	RADIO OFFICER	1,427	964		214	381	57	50	3,093	30	15	20	50	10	20	20	25	10	10	5	215	3,308	9.35
6	CHIEF ENGINEER	2,688	1,814		403	717	108	50	5,780	30	15	20	50	10	20	20	25	10	10	5	215	5,995	17.61
7	SECOND ENGINEER	1,843	1,244		276	492	74	50	3,979	30	15	20	50	10	20	20	25	10	10	5	215	4,194	12.08
8	THIRD ENGINEER	1,427	964		214	381	57	50	3,093	30	15	20	50	10	20	20	25	10	10	5	215	3,308	9.35
9	FOURTH ENGINEER	1,299	877		195	347	52	50	2,820	30	15	20	50	10	20	20	25	10	10	5	215	3,035	8.52
10	ELECTRICAL ENGINEER	1,421	959		213	379	57	50	3,079	30	15	20	50	10	20	20	25	10	10	5	215	3,294	9.31
	Supervisory Allowance*3								2,000													2,000	



Appendix I
(Cont'd)

MINIMUM MONTHLY WAGE SCALE FOR YEAR 2022 IN US DOLLARS

RATINGS:

No.	Rank	WAGE ELEMENT								FUND ELEMENT											GRAND TOTAL	Hourly Overtime Rate	
		Basic Salary	Fixed Overtime	Guaranteed Overtime	Bonus	8-Days Leave Pay	Seniority*1	SPF*2	TOTAL WAGE ELEMENT	SMTF*4	SMS*5	PI*6	IMO Training*7	SW*8	MLC*9	D & D*10	REC*11	ISPS / SID*12	Comm*13	SH*14			Total Funding Element
11	BOSUN	769		571	112	205	41	50	1,748	25	15	0	40	10	20	20	25	10	10	5	180	1,928	5.55
12	ABLE BODY SEAMAN	729		541	107	194	39	50	1,660	25	15	0	30	10	20	20	25	10	10	5	170	1,830	5.26
13	ABLE BODY SEAMAN	729		541	107	194	39	50	1,660	25	15	0	30	10	20	20	25	10	10	5	170	1,830	5.26
14	ABLE BODY SEAMAN	729		541	107	194	39	50	1,660	25	15	0	30	10	20	20	25	10	10	5	170	1,830	5.26
15	ORDINARY SAILOR	549		408	80	146	29	50	1,262	25	15	0	10	10	10	20	25	10	10	5	140	1,402	3.96
16	FITTER	761		565	111	203	41	50	1,731	25	15	0	40	10	20	20	25	10	10	5	180	1,911	5.49
17	OILER	729		541	107	194	39	50	1,660	25	15	0	30	10	20	20	25	10	10	5	170	1,830	5.26
18	OILER	729		541	107	194	39	50	1,660	25	15	0	30	10	20	20	25	10	10	5	170	1,830	5.26
19	OILER	729		541	107	194	39	50	1,660	25	15	0	30	10	20	20	25	10	10	5	170	1,830	5.26
20	WIPER	549		408	80	146	29	50	1,262	25	15	0	10	10	10	20	25	10	10	5	140	1,402	3.96
21	CHIEF COOK	761		565	111	203	41	50	1,731	25	15	0	40	10	20	20	25	10	10	5	180	1,911	5.49
22	SECOND COOK	729		541	107	194	39	50	1,660	25	15	0	30	10	20	20	25	10	10	5	170	1,830	5.26
23	MESSMAN	549		408	80	146	29	50	1,262	25	15	0	10	10	10	20	25	10	10	5	140	1,402	3.96
	TOTAL	26,229	11,602	6,712	3,901	6,990	1,171	1,150	59,753	625	345	200	860	230	430	460	575	230	230	115	4,300	64,053	

Appendix I
(Cont'd)

MINIMUM MONTHLY WAGE SCALE FOR YEAR 2023 IN US DOLLARS

RATINGS:

No.	Rank	WAGE ELEMENT								FUND ELEMENT											GRAND TOTAL	Hourly Overtime Rate	
		Basic Salary	Fixed Overtime	Guaranteed Overtime	Bonus	8-Days Leave Pay	Seniority*1	SPF*2	TOTAL WAGE ELEMENT	SMTF*4	SMS*5	PI*6	IMO Training*7	SW*8	MLC*9	D & D*10	REC*11	ISPS / SID*12	Comm*13	SH*14			Total Funding Element
11	BOSUN	774		575	113	206	41	50	1,759	25	15	0	40	10	20	20	25	10	10	5	180	1,939	5.58
12	ABLE BODY SEAMAN	734		545	107	196	39	50	1,671	25	15	0	30	10	20	20	25	10	10	5	170	1,841	5.29
13	ABLE BODY SEAMAN	734		545	107	196	39	50	1,671	25	15	0	30	10	20	20	25	10	10	5	170	1,841	5.29
14	ABLE BODY SEAMAN	734		545	107	196	39	50	1,671	25	15	0	30	10	20	20	25	10	10	5	170	1,841	5.29
15	ORDINARY SAILOR	553		411	81	147	30	50	1,272	25	15	0	10	10	10	20	25	10	10	5	140	1,412	3.99
16	FITTER	766		569	112	204	41	50	1,742	25	15	0	40	10	20	20	25	10	10	5	180	1,922	5.52
17	OILER	734		545	107	196	39	50	1,671	25	15	0	30	10	20	20	25	10	10	5	170	1,841	5.29
18	OILER	734		545	107	196	39	50	1,671	25	15	0	30	10	20	20	25	10	10	5	170	1,841	5.29
19	OILER	734		545	107	196	39	50	1,671	25	15	0	30	10	20	20	25	10	10	5	170	1,841	5.29
20	WIPER	553		411	81	147	30	50	1,272	25	15	0	10	10	10	20	25	10	10	5	140	1,412	3.99
21	CHIEF COOK	766		569	112	204	41	50	1,742	25	15	0	40	10	20	20	25	10	10	5	180	1,922	5.52
22	SECOND COOK	734		545	107	196	39	50	1,671	25	15	0	30	10	20	20	25	10	10	5	170	1,841	5.29
23	MESSMAN	553		411	81	147	30	50	1,272	25	15	0	10	10	10	20	25	10	10	5	140	1,412	3.99
	TOTAL	26,679	11,864	6,761	3,965	7,114	1,189	1,150	60,722	625	345	200	860	230	430	460	575	230	230	115	4,300	65,022	

Appendix I
(Cont'd)

Remarks:

- *1 Seniority payable after completion of 12 months service in the Company.
- *2 SPF = Seafarers Provident Fund as per clause 17 (2).
- *3 Total Supervisory Allowance to be shared among Singaporean officers.
- *4 SMTF payable as per clause 39.
- *5 SMS payable as per clause 40.
- *6 PI = Professional Insurance.
- *7 IMO Training – Part of the cost for pre-joining familiarisation and onboard training. This amount shall not be payable to the seafarer.
- *8 SW = Shipboard Welfare.
- *9 MLC = Maritime Labour Certificate.
- *10 D&D – To cover the additional cost of insurance for Death & Disability.
- *11 REC = Recruitment Cost.
- *12 ISPS/SID = International Ship and Port Facility Security / Seafarers' Identity Document.
- *13 Comm. - Cost to provide communication and email facilities to the seafarer.
- *14 SH – Seafarers' Hostel payable as per clause 46.

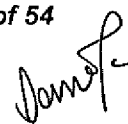
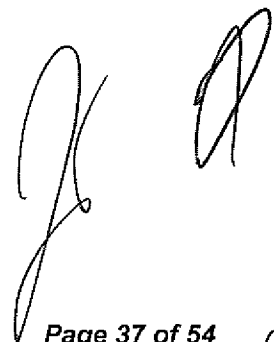


Appendix II
(Clause 2)

GRINDROD - ITF-SMOU/SOS TCC FOREIGN FLAG VESSELS
SEAFARERS' AGREEMENT 2022

PARTICULARS OF VESSELS

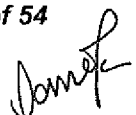
NO.	NAME OF VESSEL / CALL SIGN PORT OF REGISTRY / IMO NUMBER TYPE OF VESSEL GRT	OWNER
1.	IVS KNOT / V7A2492 9459137 Open Hatch Cargo Ship 21,483 Tonnes	
2.	IVS KINGLET / V7A2614 9459149 General Cargo Ship 21,483 Tonnes	
3.	IVS MAGPIE / V7A2714 9604732 Bulk Carrier 17,019 Tonnes	
4.	IVS PHOENIX / V7A4953 9774862 Bulk Carrier 34,582 Tonnes	



**GRINDROD - ITF-SMOU/SOS TCC FOREIGN FLAG VESSELS
SEAFARERS' AGREEMENT 2022**

COMPASSIONATE LEAVE

1. Compassionate leave shall be granted to a seafarer under the following circumstances:
 - (a) Serious illness of the members of the seafarer's immediate family.
 - (b) Demise of the members of the seafarer's immediate family.
 - (c) Any natural disaster affecting the seafarer's immediate family.
2. The maximum period of paid compassionate leave shall be seven days.
3. The repatriation expense of a seafarer granted compassionate leave shall be borne by the Company.
4. Definition of immediate family:
 - (a) If the seafarer is a bachelor, his father and mother shall constitute the members of his immediate family.
 - (b) If the seafarer is married, the members of his immediate family shall consist of his wife, children and his father and mother.
5. The Company shall make every effort to release a seafarer for compassionate leave and the seafarer shall carry on his duties as usual until his replacement takes over from him.
6. The Company shall grant compassionate leave subject to a replacement seafarer being available.
7. The Company reserves the right to release a seafarer from further obligation to complete the contract if there is no available position.



**GRINDROD - ITF-SMOU/SOS TCC FOREIGN FLAG VESSELS
SEAFARERS' AGREEMENT 2022**

COMPENSATION FOR DEATH AND DISABILITY

1. LOSS OF LIFE – DEATH IN SERVICE

- (1) The compensation for Loss of Life stipulated in clause 31 shall be:
- a) to immediate next of kin:
 - Year 2022 - US\$108,012
 - Year 2023 - US\$109,632
 - b) to each dependent child under the age of 18 (subject to a maximum of 4 children):
 - Year 2022 - US\$21,603
 - Year 2023 - US\$21,297
- (2) The Company, in discharging its responsibilities to provide for safe and decent working conditions, should have effective arrangements for the payment of compensation for loss of life. When a claim arises, payment should be made promptly and in full, and there should be no pressure by the Company or by the representative of the insurers for a payment less than the contractual amount due under this Agreement.

2. COMPENSATION FOR DISABILITY

- (1) A seafarer who suffers permanent disability as a result of an accident whilst in the employment of the company regardless of fault, including accidents occurring while travelling to or from the ship, and whose ability to work as a seafarer is reduced as a result thereof, shall in addition to sick pay, be entitled to compensation according to the provisions of this Agreement.
- (2) The disability suffered by the seafarer shall be determined by a doctor appointed by the company. If a doctor appointed by or on behalf of the seafarer disagrees with the assessment, a third doctor may be nominated jointly between the company and the seafarer and the decision of this doctor shall be final and binding on both parties.

Appendix IV
(Cont'd)

- (3) The company shall provide disability compensation to the seafarer in accordance with the following table, with any differences, including less than 10 % disability, to be pro rata as follows:

2022

Degree of Disability Percentage (%)	Rate of Compensation		
	Ratings	Junior Officers	Senior Officers*
100	108,012	144,015	180,018
75	81,008	108,012	135,103
60	64,807	86,409	108,012
50	54,006	72,008	90,010
40	43,204	57,607	72,008
30	32,404	43,204	54,006
20	21,603	28,803	36,006
10	10,802	14,402	18,002

2023

Degree of Disability Percentage (%)	Rate of Compensation		
	Ratings	Junior Officers	Senior Officers*
100	109,632	146,175	182,718
75	82,223	109,632	137,038
60	65,779	87,705	109,632
50	54,816	73,088	91,360
40	43,852	58,471	73,088
30	32,890	43,852	54,816
20	21,927	29,235	36,546
10	10,964	14,618	18,272

Appendix IV
(Cont'd)

Note: "Senior Officers"* for the purpose of this clause means Master, Chief Officer, Chief Engineer and 2nd Engineer.

- (4) A seafarer whose disability, in accordance with sub-clause 2(2) above is assessed at 50% or more as indicated in Annex 6 of the ITF Uniform, "TCC" Collective Agreement for Crews On Flag of Convenience Ships 1 January 2015-2017" shall, for the purpose of this paragraph, be regarded as permanently unfit for further sea service in any capacity and be entitled to 100% compensation. Furthermore, any seafarer assessed at less than 50 % disability but certified as permanently unfit for further sea service in any capacity by the company-nominated doctor, shall also be entitled to 100 % compensation. Any disagreement as to entitlement under this clause shall be resolved in accordance with the procedures set out in sub-clause 2 (2) above.
- (5) Shipowners, in discharging their responsibilities to provide for safe and decent working conditions, should have effective arrangements for the payment of compensation for personal injury. When a claim arises, payment should be made promptly and in full, and there should be no pressure by the shipowner or by the representative of the insurers for a payment less than the contractual amount due under this Agreement. Where the nature of the personal injury makes it difficult for the shipowner to make a full payment of the claim, consideration to be given to the payment of an interim amount so as to avoid undue hardship.
- (6) Lost at sea: If a seafarer is lost at sea and his body is not found within a year after his disappearance or the sinking or wrecking of the conveyance in which he was travelling at the time of the injury and under such circumstances as would otherwise, be covered hereunder, it will be presumed that he suffered loss of life resulting from injury due to such disappearance, sinking or wrecking. In such circumstances the death compensation shall be payable provided the person or persons receiving the compensation shall sign an undertaking to refund such sum to the Company if the said seafarer is subsequently found to be living.
- (7) The Company shall conclude appropriate insurance to cover themselves fully against the possible contingencies arising from the Articles of this Agreement.
- (8) Any payment effected under 1 to 5 above, shall be without prejudice to any claim for compensation made in law, but shall be deducted from any settlement in respect of such claim.




**GRINDROD - ITF-SMOU/SOS TCC FOREIGN FLAG VESSELS
SEAFARERS' AGREEMENT 2022**

ITF Policy on Manning of Ships

1. The basic principles involved in arriving at manning requirements should be considered prior to considering the numbers of each type of Officer or Rating that might be required. The following basic concepts have a bearing on manning:

Recognition and Development Criteria

Essential to the Task of Defining Manning Requirements

2. Among the criteria which have traditionally been used for this purpose are the following:
 - a) trading area (e.g. home trade [A1], middle trade [A2], world-wide trade [A3 and A4])
 - b) number, size and type of main propulsion units (HP/KW, diesel or steam) and auxiliaries
 - c) tonnage (GT)
 - d) safety of voyage between ports (e.g. duration of voyage, nature of voyage)
 - e) construction and technical equipment of Ship
 - f) catering needs
 - g) sanitary regulations
 - h) watchkeeping arrangements
 - i) responsibilities in connection with cargo handling in port
 - j) medical care aboard Ship



Further Criteria

3. As a result of the social evolution and the changes that have taken place within the shipbuilding and shipping industries and in particular in view of the increasing importance of social aspects in shipboard employment there are further criteria governing the manning of Ships. Consequently, the following factors should be added to those listed in paragraph. 2 a)-j) above:
 - a) Safe watchkeeping requirements and procedures
 - b) Provisions regarding working hours
 - c) The maintenance function as it relates to:
 - i) Ship machinery and support equipment



Appendix V
(Cont'd)

- ii) radio-communications and radio-navigation equipment
- iii) other equipment (including cargo support and handling equipment) and
- iv) navigation and safety equipment
- d) The human complement necessary to ensure that while malfunctioning automatic and remote control equipment is being repaired the function of the controlled equipment will still be available to the vessel, on a manual basis
- e) Peak workload situations
- f) The human endurance/health factor (manning must never fall below the level at which the Seafarers' right to good health and safety is jeopardised)
- g) Adequate manning to ensure that the Ship's complement can cope with on-board emergencies
- h) Adequate manning to ensure that the Ship can assist other Ships in distress
- i) On-board training requirements and responsibilities
- j) Responsibilities flowing from the need for environmental protection
- k) Observance of industrial safety and Seafarer's welfare provisions
- l) Special conditions generated by the introduction of specialised Ships
- m) Conditions generated by the introduction of hazardous cargoes which may be explosive, flammable, toxic, health-threatening or environment-polluting
- n) Other work related to safety aboard the Ship
- o) Age and condition of Ship

Operational and Maintenance Activities

4. Shipboard activities that must be carried out so that the operation and maintenance of the Ship and its equipment shall not pose hazards to the lives of Seafarers and Passengers, to property or to the environment. These activities include the functions carried out by the following departments:

- a) Deck Department
- b) Engine Department
- c) Radio Department
- d) Catering Department

Appendix V
(Cont'd)

Three-Watch System (based on an 8 hour Working Day)

5. This system shall be applied to the deck and engine departments in all seagoing Ships. Neither the Master nor the Chief Engineer shall be required to stand watches, and shall not be required to perform non-supervisory work.
6. The number of qualified personnel on board Ships shall be at least such as to ensure compliance with the 1978 International Convention on Standards of Training, Certification and Watch-keeping for Seafarers and the IMO Assembly Resolution on Principles of Safe Manning A.890(21) as amended by A.955(23).

Safety and Hygiene

7. Furthermore, it will be necessary to pay due attention to the contribution of the catering personnel towards the overall safety and hygiene of Ships.

Interlinkage of Shipboard Activities

8. The fact that all shipboard activities are interlinked must be the guiding principle governing the manning considerations set forth under "Further Criteria" above. For example, safe navigation cannot be undertaken if propulsion equipment, steering gear, radio-navigation or radio-communication equipment are malfunctioning. Similarly the health of those aboard will determine their availability to function in the optimum manner necessary for the safe operation of the Ship. Sea going Ships shall carry a competent person in charge of medical care on board, in line with Regulation VI/4 (Mandatory minimum requirements relating to medical first aid and medical care) of the 1978 STCW Convention and the applicable Sections of the STCW Code, Parts A and B.

The Network Factor

9. The "network" factor, i.e. the fact that all Ships are interdependent upon one another for mutual assistance must be kept in mind in considering manning requirements. The planning must be adequate to ensure the capability of the Ship to go to the aid of a Ship in distress. Accordingly, there must be reliable radio-communications for alerting purposes to describe its plight and what assistance it requires and for co-ordinating assistance for the Ship in distress. There must be sufficient competent manpower on board each Ship to handle the Ship's own lifeboats in a safe and efficient manner to participate in other life-saving procedures.

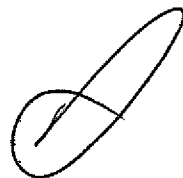
Appendix V
(Cont'd)

Conclusion

10. Minimum manning requirements does not mean the minimum number in the sense of the fewest tolerable, but means the minimum number that will be adequate for the safety of the Ship, crew and passengers, property and the environment at all times.
11. Every vessel shall be sufficiently manned for the purpose of preventing excessive strain upon the crew and avoiding or minimising as far as practicable the working of overtime.
12. It is the firm view of the ITF that all the above matters must be fully considered as a prerequisite to considering manning requirements on a numerical basis and guidelines formulated in accordance therewith.

Manning Scales

13. The attached manning scales (1-5) are to be regarded as minimum safe manning.
14. In negotiations with Owners and national administrations ITF affiliates shall also take into consideration the principles set out in the above ITF policy on manning of Ships.



Appendix V
(Cont'd)

Minimum Safe Manning Scales

Manning Scale No. 1

Proposed manning scale for a cargo Ship of **500 - 1,599 GT** with periodically unmanned engine room and trading world-wide

- 1 Master
- 2 Deck Officers*)
- 3 Deck Ratings*)
- 1 Chief Engineer**)
- 1 Engine Room Rating
- 1 Cook

Total: 7 - 10 One of whom has medical training as a competent person in charge of medical care on board, in line with Regulation VI/4 of the 1978 STCW Convention.

- *) *When trading in coastal and limited trade areas, and if a properly negotiated relief system is in operation based on a one on one off system and with a maximum period of service of two months, the manning can be reduced by one Deck Officer and one Deck Rating. When engaged in world-wide trading the maximum period of service shall be three months, and the Master should not normally be engaged in watch-keeping duties.*
- ***) *For Ships of a propulsion power of more than 1500 kW add one Engineer Officer.*

Manning Scale No. 2

Proposed manning scale for a cargo Ship of **1,600 - 2,999 GT** with periodically unmanned engine room and trading worldwide:

- 1 Master
- 3 Deck Officers*)
- 3 Deck Ratings*)***)
- 1 Chief Engineer
- 2 Engineer Officers*)***)****)
- 1 Engine Room Rating****)
- 1 Chief Steward/Cook
- 1 Steward/Stewardess


Total: 10-15 One of whom has medical training as a competent person in charge

of medical care on board, in line with Regulation VI/4 of the 1978 STCW Convention.

- *) When trading in coastal and limited trade areas, and if a properly negotiated relief system is in operation based on a one on one off system and with a maximum period of service on board of two months, the manning can be reduced by one Deck Officer, one Engineer Officer (only in Ships of more than 1500 kW propulsion power and less than 3,000 kW) and one Deck Rating. In such cases the Master should not normally be engaged in watchkeeping duties.*
- ***) In Ships of less than 1500 kW propulsion power it is only necessary to have two Engineer Officers (including the Chief Engineer Officer) on board the Ship.*
- ****) One of which may be a Junior/Entry Rating, taking into account the varying training practices in different countries.*
- *****) At times when it is necessary to stand continuous conventional watches the manning scale shall be increased by one Engineer Officer and one Engine Room Rating.*

Manning Scale No. 3

Proposed manning scale for a cargo Ship of **3,000 - 5,999 GT** with periodically unmanned engine room and trading worldwide:

1 Master
 3 Deck Officers
 1 Bosun
 3 A.B.s*)
 1 Chief Engineer
 2 Engineer Officers**) 
 1 Electrician/Electrical Engineer Officer/Repairman
 1 Engine Room Rating**)
 1 Radio Officer***)
 1 Chief Steward/Cook
 1 Steward/Stewardess

Total: 15-19 One of whom has medical training as a competent person in charge of medical care on board, in line with Regulation VI/4 of the 1978 STCW Convention.

- *) One of which may be a Junior/Entry Rating, taking into account the varying training practices in different countries.*
- ***) At times when it is necessary to stand continuous conventional watches the manning*

Appendix V
(Cont'd)

scale shall be increased by one Engineer Officer and two Engine Room Ratings, one of which may be a Junior/Entry Rating.

- ***) *Vessels trading in areas A1 and A2 are not required to carry a Radio Officer subject to the Deck Officers having the required certification. Vessels trading in areas A3 and A4 are required to have a Radio Officer with a First or Second Class Radio Electronics Operator's Certificate, depending on the complexity of the equipment.*

Manning Scale No. 4

Proposed manning scale for a cargo Ship of **6,000 to 19,999 GT** with periodically unmanned engine room and trading worldwide:

1 Master
3 Deck Officers
1 Bosun
3 A.B.s
1 O.S./Junior/Entry Rating
1 Chief Engineer
2 Engineer Officers*)
1 Electrician/Electrical Engineer Officer
1 Repairman
1 Engine Room Rating*)
1 Junior Engine Room/Entry Rating
1 Radio Officer
1 Chief Steward/Cook
2 Stewards/Stewardesses

Total: 20-22**) One of whom has medical training as a competent person in charge of medical care on board, in line with Regulation VI/4 of the 1978 STCW Convention.

- *) *At times when it is necessary to stand continuous conventional watches the manning scale shall be increased by one Engineer Officer and one Engine Room Rating.*
- **) *At times when, for whatever reason, the shipboard complement, including passengers and supernumeraries, is increased by up to four persons the Catering Department shall receive a bonus of 25% of their monthly basic salaries or pro rata, for the appropriate*

James

Appendix V
(Cont'd)

period. If the shipboard complement is increased in the range of four to ten persons an additional Cook and a Steward/Stewardess shall be added to the manning scale. For every subsequent additional ten persons add an extra Steward/Stewardess.

Manning Scale No. 5

Proposed manning scale for a cargo Ship of **20,000 GT** and over with periodically unmanned engine room and trading worldwide:

1 Master
3 Deck Officers
1 Bosun
3 A.B.s
1 O.S./Junior/Entry Rating
1 Chief Engineer
3 Engineer Officers
1 Electrician/Electrical Engineer Officer
1 Repairman
3 Engine Room Ratings*) ****)
1 Radio Officer
1 Chief Steward/Cook
2 Stewards/Stewardesses

Total: 22-24**) ***) One of whom has medical training as a competent person in charge of medical care on board, in line with Regulation VI/4 of the 1978 STCW Convention.

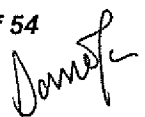
- *) *At times when it is necessary to stand continuous conventional watches the manning scale shall be increased by one Engine Room Rating.*
- **) *At times when, for whatever reason, the shipboard complement, including passengers and supernumeraries, is increased by up to four persons the Catering Department shall receive a bonus of 25% of their monthly basic salaries or pro rata, for the appropriate period. If the shipboard complement is increased in the range of four to ten persons an additional Cook and a Steward/Stewardess shall be added to the manning scale. For every subsequent additional ten persons add an extra Steward/Stewardess.*
- ***) *Vessels over 20,000 GT engaged in carrying petroleum products shall add one*

Janet

Appendix V
(Cont'd)

Pumpman.

****) *One of which may be a Junior/Entry Rating, taking into account the varying training practices in different countries.*



Appendix VI
(Clause 8(4))

**GRINDROD - ITF-SMOU/SOS TCC FOREIGN FLAG VESSELS
SEAFARERS' AGREEMENT 2022
SEAFARER'S EMPLOYMENT CONTRACT**

Top Copy - Seafarer
Pink Copy - Ship's File
Green Copy - ITF London
Yellow Copy - Company File

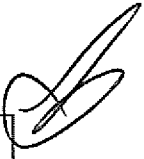
Date.....and agreed to be effective
From.....

This Employment Contract is entered into between the Seafarer and the Owner/Agent of the Owner of the Ship (hereinafter called the Company.)
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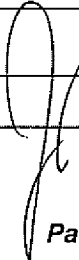
THE SEAFARER

Surname:	Given Names:
Full home address:	
Position:	Medical certificate issued on:
Estimated time of taking up position:	Port where position is taken up:
Nationality:	Passport no:
Date and place of birth:	Seaman's book no:

THE EMPLOYER

Name:	
Address:	

THE SHIP

Name:	IMO No:	
Flag:	Port of registry:	

James

Appendix VI
(Cont'd)

TERMS OF THE CONTRACT

Period of employment:	Wages from and including:	Basic hours of work per week:
Basic monthly wage:	Monthly overtime (xxx hours guaranteed)	Overtime rate for hours worked in excess of xxx hrs: per hour
Leave: Number of days per month	Monthly leave pay:	Monthly subsistence allowance on leave:
1. The current ITF/SMOU-SOS TCC Collective Agreement shall be considered to be incorporated into and to form part of the contract		
2. The Ship's Articles shall be deemed for all purposes to include the terms of this Contract (including the applicable ITF/SMOU-SOS TCC Collective Agreement) and it shall be the duty of the Company to ensure that the Ship's Articles reflect these terms. These terms shall take precedence over all other terms.		
3. The ITF/SMOU-SOS may vary the terms and conditions of the applicable agreement from time to time. Terms and conditions as so varied shall form part of this Contract with effect from the date of the variation in place of the Terms and Conditions current immediately preceding the Variation.		

CONFIRMATION OF THE CONTRACT

Signature of Employer:	Signature of Seafarer:

Dampf

**GRINDROD - ITF-SMOU/SOS TCC FOREIGN FLAG VESSELS
SEAFARERS' AGREEMENT 2022
SEAFARER'S EMPLOYMENT CONTRACT**

Non-Seafarers Work (Clause 9) – Implementation

The parties fully subscribe to the intent and the principles of Clause 9 of this CBA. However, they also acknowledge that, depending on the location of the port and the type of the vessel, a full implementation of the provisions contained, specifically, in the text of sub-clauses 9(1) and 9(2) may imply prior contact between the Company and various third parties, such as Charterers.

Therefore, where such communication between the Company and respective third parties is necessary, the parties agree that the full implementation of the provisions of sub-clauses 9(1) and 9(2) shall be deferred for a transitional period to be identified in each specific case between the parties of the CBA.

Such deferment shall not be longer than 1st January 2020 for container vessels operating in the following areas; Baltic Sea, Canada, North Europe and West Europe excluding Mediterranean Sea (European sub-regions as defined by the European Union).

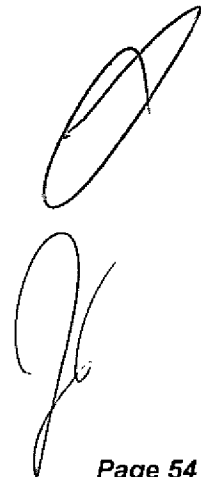
During any deferment of sub-clauses 9(1) and 9(2) as identified above the following provisions shall apply:

- 9(1) Neither ship's crews nor anyone else on board whether in permanent or temporary employment by the Company shall carry out cargo handling and other work traditionally or historically done by dock workers without the prior agreement of the ITF Dockers Union or ITF Unions concerned and provided that the individual seafarers volunteer to carry out such duties, for which they should be adequately compensated. For the purpose of this clause "cargo handling" may include but is not limited to: loading, unloading, stowing, unstowing, pouring, trimming, classifying, sizing, stacking,

unstacking as well as composing and decomposing unit loads; and also, services in relation with cargo or goods, such as tallying, weighing, measuring, cubing, checking, receiving, guarding, delivering, sampling and sealing, lashing and unlashng.

- 9(2) Where a vessel is in a port where an official trade dispute involving an ITF-affiliated dock workers' union is taking place, neither ship's crew nor anyone else on board whether in permanent or temporary employment by the Company shall undertake cargo handling and other work, traditionally and historically done by members of that union which would affect the resolution of such a dispute. The Company will not take any punitive measures against any seafarer who respects such dock workers' trade dispute and any such lawful act by the Seafarer shall not be treated as any breach of the Seafarer's contract of employment, provided that this act is lawful within the country it is taken.

The provisions of Clause 9(3) shall apply with immediate effect as written in this CBA.

A large, stylized handwritten signature in black ink, consisting of several loops and a long vertical stroke.A smaller handwritten signature in black ink, appearing to be a name followed by a horizontal line.