

MEMORANDUM OF THE COLLECTIVE AGREEMENT

BETWEEN

GRINDROD SHIPPING PTE LTD

AND

SINGAPORE ORGANISATION OF SEAMEN

THIS COLLECTIVE AGREEMENT is made pursuant to the Industrial Relations Act this 19 day of January 2023 between the **SINGAPORE ORGANISATION OF SEAMEN** of 52 Chin Swee Road, #09-00 Seacare Building, Singapore 169875, (hereinafter called the "Union") being a trade union of employees registered pursuant to the Trade Unions Act of the one part, and the **GRINDROD SHIPPING PTE LTD** of 200 Cantonment Road, #03-01 Southpoint, Singapore 089763 (hereinafter called the "Company") 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 SHIPPING - BULKERS MARITIME EMPLOYEES' AGREEMENT 2023**".

2. SCOPE

- (1) This Agreement shall cover all categories of seamen who are members of the Union as listed in Appendix I or Appendix IA to this Agreement and who are engaged in accordance with the prevailing legislation governing maritime employment in Singapore for work on such ships of the Company as are listed in Appendix II to this Agreement or as are subsequently included in an exchange of letters between the Company and the Union, a copy of which shall be duly registered with the Industrial Arbitration Court while this Agreement is in force with the exception of officers.
- (2) In the event of addition, deletion or changes to any particulars of a ship, a copy of the ships registry or bill of sale or any other



valid document pertaining to such change shall be submitted to the Union. The Company and the Union shall set out the changes in a joint letter and submit to the Industrial Arbitration Court, for such changes to form part of this Agreement.

3. RECOGNITION

- (1) The Company recognises the Union as the sole collective negotiating body relating to the rates of pay and other conditions of service of the seamen coming within the scope of this Agreement.
- (2) The Union shall use its best endeavour to ensure that all its members loyally co-operate in working for the advancement of seamen's 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 Union and the crew members working onboard the vessels covered by this Agreement.

4. DURATION

- (1) This Agreement shall come into effect on 1st January 2023 and shall remain in force until 31st December 2025, both dates inclusive.
- (2) During the currency of this Agreement, neither party shall vary, modify or annul any of its terms save as is provided herein for or in accordance with the provisions of the Industrial Relations Act.
- (3) The Company agrees to negotiate with the Union to amend the wages and/or other conditions of employment to meet any future benchmark and/or criteria and apply the revised wages and conditions to the seafarers on the ship.
- (4) Negotiations for a new collective agreement may commence three months before the expiry of this Agreement but not earlier.

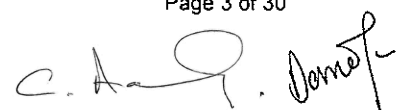
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5. SETTLEMENT OF GRIEVANCE

- (1) Both the Union and the Company endorse the necessity to establish and maintain good and harmonious industrial relations.
- (2) The Union and the Company agree to make every possible effort to resolve any grievances or complaints from seamen at the lowest level.
- (3) The following procedure shall be applied in the event of a seaman 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 crew Manager and/or the Superintendent in writing and may also notify the Union.
 - (c) If this fails to settle the matter, the Union may serve notice upon the Company to discuss the matter.
 - (d) If the Company and the Union fail to reach a settlement, either party may refer the matter to the Industrial Arbitration Court.
- (4) The Company agrees that the seaman has the right to be accompanied or represented and no adverse action shall be taken as a result of filing complaint.
- (5) Each seaman shall be given a copy of on board grievance procedures with the contact person details that is able to assist the seaman with impartial advice on his complaint.

6. REFEREE

In the event of any dispute or disputes arising out of the operation of this Agreement, the dispute or disputes shall be referred by either party to the President of the Industrial Arbitration Court who may select a referee appointed under section 43 of the Industrial Relations Act to hear and determine such dispute or disputes.



PART II GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

7. PRE-EMPLOYMENT

- (1) Each seaman 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 declares to hold.
- (2) The Company shall be entitled to require that any seaman shall have a satisfactory pre-employment examination, at Company's expense, by a Company-nominated doctor and that the seaman shall answer faithfully any questionnaire on his health and make truthful declaration on their state of health, which may be required. Failure to do so may affect the seaman's entitlement to compensation. The seaman shall be entitled to receive a copy of the medical certificate issued in respect of such an examination.
- (3) Companies who are direct employers or who use seamen recruitment and placement services shall ensure, as far as practicable, that the standards laid down in the ILO Maritime Labour Convention, 2006 (MLC, 2006) are met including the requirement that no fees or visa costs are borne directly or indirectly, in whole or in part, by the seamen for finding employment, the right for seamen to inspect their employment agreements before engagement and preventing the recruitment or placement services from using means, mechanisms or lists to prevent seamen from gaining employment for which they are qualified.

8. WORKING HOURS AND OVERTIME

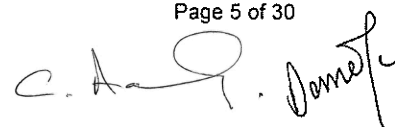
- (1) The working hours of every seaman shall be forty-four hours per week with eight hours daily from Monday to Friday and four hours on Saturday. In the case of day workers, the eight hours

shall be worked consecutively between 0600 hours and 1800 hours Monday to Friday inclusive and four hours on Saturday between 0600 hours and 1200 hours.

- (2) In any week with a public holiday falling on a working day every seaman 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-four hours for the purpose of computing payment for overtime work done in respect of the remainder of working days in that week.
- (3) Any working hours on Sunday and public holiday and hours exceeding eight hours for normal day (Monday to Friday) and four hours for Saturday shall be considered as overtime.
- (4) All seamen shall be paid a minimum guaranteed overtime compensation as per the amount as shown in Appendix I or Appendix IA to this Agreement. This minimum guaranteed overtime payment covers compensation for eighty-five hours' overtime per month. Any overtime work performed beyond the eighty-five hours' minimum guaranteed overtime per month shall be compensated according to the hourly overtime rates as per Appendix I or Appendix IA to this Agreement.
- (5) Work performed in excess of forty-four hours in an emergency to save life and protect cargo on own ship or another ship in distress shall not be paid any overtime.
- (6) In order to avoid misunderstanding, individual overtime sheet shall be recorded electronically and verified by the head of department each time overtime work is done. Each seaman has to endorse individual overtime sheet and all overtime records shall be maintained by the Master.

9. REST PERIODS

- (1) Each seaman shall have a minimum of 10 hours rest in any 24-hour period.



- (2) The hours of rest may be divided into no more than two periods, one of which shall be at least 6 hours in length.
- (3) The minimum period of ten hours may be reduced to not less than 6 consecutive hours provided that any such reduction shall not extend beyond two days and not less than 77 hours of rest are provided in any seven-day period.
- (4) The requirements for rest periods need not be maintained in the case of emergency or other overriding operational conditions but in such cases the seamen shall have an adequate compensatory rest period.
- (5) Emergency drills will be conducted in such a manner that minimises the disturbance of rest periods and does not induce fatigue.
- (6) A short break of less than 30 minutes will not be considered a period of rest.

10. PUBLIC HOLIDAYS

Every seaman shall be entitled to eleven paid holidays as declared and gazetted by the Government of Singapore or as agreed by the Company and the Union. If a public holiday falls on a Sunday, he shall be entitled to another rest day in substitution thereof.

PART III SALARY AND OTHER MONETARY ITEMS

11. WAGES

Payment of wages shall commence from the day of departure from the place of engagement and shall continue at monthly interval until the date of signing off from the vessel or on the day of his arrival at the place of engagement, whichever is the later. This shall be considered the period of employment with the Company. The Company shall pay to seamen wages as set out in Appendix I or Appendix IA to this Agreement and provide seamen an account of their monthly wages.

12. ALLOTMENT

Each seaman shall be allowed to an allotment note of a fixed amount of his wages to his family or to the seaman's nominated persons at monthly interval.

13. EXTRA WORK ALLOWANCE

Any work that qualifies for an extra work allowance must be authorized by the Company prior to commencement of the work.

14. DIRT ALLOWANCE

Any seaman who is required to perform work connected with the drawing of main engine piston, cleaning scavenge space, cleaning of scavenge air receiver (main engine), engine room bilges, boilers and cleaning oily bilge separators, shall be paid as per Company policy, in addition to his normal or overtime pay, whichever is applicable.

15. HATCH / HOLD / CARGO TANK CLEANING

Seamen who are required to clean hatch/hold/cargo tank shall be paid as per Company policy, to be divided among the seaman involved in the operation, in addition to their normal or overtime rates of pay which is applicable.

16. TANK CLEANING ALLOWANCE

Payment for cleaning of ship's tanks (fore peak, after peak, top-side tank, fresh water tank, ballast tank, double-bottom tank and wing tank etc), shall be as set out in clause 13 of this Agreement.

17. CREW SHORTAGES

(1) The Company undertakes that the manning of ships shall not be less than the agreed minimum manning scale between the Company and the Union.

- (2) In the event of a shortage of crew, the Company shall divide the basic wage/wages saved as a result of the shortage equally among the seamen of the department concerned.
- (3) No shorthand money shall be paid in cases where the vessel is laid up in drydock or at a yard for repairs or in congested ports where full manning is not required.

18. FINANCIAL SECURITY COMPENSATION

Under the Merchant Shipping (Maritime Labour Convention) Act No. 6 of 2014 (MLC Act), the Company shall provide financial security to meet their obligations towards abandoned seamen as well as to satisfy the seamen's contractual claims for compensation arising from occupational injury, illness or hazard, including for wages (MLC amendments).

19. CENTRAL PROVIDENT FUND

The Company shall comply with the Singapore Central Provident Fund (CPF) Act, if applicable.

20. SEAFARERS' PROVIDENT SCHEME

- (1) The Company shall contribute the sum of S\$85 (Eighty-Five Singapore Dollars) per seaman per month, prorated for an incomplete month to the Seafarers' Provident Scheme or any other provident or retirement fund administered by the Singapore Organisation of Seamen, for every seaman employed onboard under this Agreement, when such Scheme is implemented.
- (2) Prior to the implementation of such new Scheme, the contribution stipulated above shall be paid directly into the seaman's monthly salary.
- (3) When such Seafarers' Provident Scheme or any other provident or retirement fund is implemented, the full details of the scheme

shall be set out in a joint letter between the Company and the Union, for such changes to form part of this Agreement.

21. SEACARE MEDICAL SCHEME

The Company shall contribute a sum of US\$10 per seaman per month under the Seacare Medical Scheme administered by the Union in respect of seamen employed onboard ships under the terms of this Agreement as shown in Appendix I or Appendix IA to this Agreement. The monies paid to the Union under this paragraph are not refundable.

22. SERVICE IN WARLIKE OPERATIONS AREAS OR HIGH RISK AREA

- (1) A seaman shall be given full information of the Warlike Operations Areas or High Risk Areas in the vessel's trading pattern and such seaman shall have the right not to proceed to a Warlike Operations Area or High Risk Area in which event he or she shall be repatriated to his or her country of residence at the Company's expense.
- (2) A seaman serving in a Warlike Operations Area shall be paid a monthly wage supplement that is equal to one hundred percent of his or her basic salary for the duration of the ship's stay in a Warlike Operations Area. The supplementary salary shall be computed from the day the ship enters to the day it leaves the Warlike Operations Area, with a minimum of five days supplementary salary, but no day shall be paid more than once, i.e. should the vessel call again at one of the ports in respect of which the five days minimum supplementary salary has been paid not more than five days earlier.
- (3) A Warlike Operations Area shall be as 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. All seamen on board have internet access to the ITF website.

- (4) In addition to the Warlike Operations Areas, the High Risk Areas defined and designated by ITF on a case-by-case basis shall be used for seamen' benefits and entitlements, as well as the Company's and Seamen' obligations. In the event of any such High Risk Areas designations, the provisions of sub-clause (1) shall apply. The full details of any areas so designated will be available to the seamen serving on board the vessel through free internet access.
- (5) A seaman serving in a Warlike Operations Area or High Risk Area shall be entitled to compensation for injury or death arising from an accident or war like operation as shown in Appendix III to this Agreement and, for this purpose the Company shall effect an accident and war risk insurance cover for the seamen as shown in Appendix III to this Agreement.
- (6) Notwithstanding this Clause and Clause 24 of this Agreement, where a seaman is held captive on or off the ship or otherwise prevented from sailing as a result of an act of piracy or hijacking or armed robbery against the ship, the seaman's employment status including the payment of full wages and other contractual entitlements under this Agreement, shall continue until –
 - (a) the date on which the seaman's release and thereafter until the seaman is safely repatriated to his/her home or place of engagement; or
 - (b) the date of the seaman's death, if the seaman dies while in the event of captivity.
- (7) The Company shall also make every effort to provide captured seaman, with extra protection, food, welfare, medical and other assistance as necessary.

23. OVERSEAS TRAVEL

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

- (a) all hotel (including meals) and transportation charges and other reasonable expenses incurred by the seaman; 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

24. CONTRACT PERIOD

The contract period for every seaman shall be nine months. However, where required, the Company may have the option to ask the seaman to serve a further period of two months onboard the ship beyond the contract period for operational convenience.

25. NOTICE OF RESIGNATION OR TERMINATION OF SERVICE

- (1) In cases other than those of dismissal for serious misconduct where a seaman wishes to resign from service or the Company wishes to terminate the service of a seaman for just cause, one month's written notice of such resignation or termination or cash payment in lieu thereof shall be obligatory for both the seaman and the Company.
- (2) The Company shall not offset earned leave against the period of notice.

26. REPATRIATION

- (1) In the event of any seaman who has completed his term of contract and discharged at any port other than the place of engagement, he shall be repatriated at the expenses of the Company back to the place of engagement with salary to accrue until arrival and maintenance provided for while awaiting passage.

- (2) Any crew member who requests to be repatriated from a convenient port prior to the completion of his contract period, other than for -
 - (a) medical reasons;
 - (b) any emergency affecting his wife or immediate family;
 - (c) completion of contract; or
 - (d) premature termination by the Company except in cases of dismissal due to misconduct,shall pay the cost of the airfare.
- (3) The airfare referred to in sub-clause (2) above shall be as follows:
 - (a) Six months' service and above - one-way airfare.
 - (b) Less than six months' service - two-way airfare.
- (4) In the case of repatriation arising from alleged misconduct, the Company has the right to withhold the seaman's earned salary plus his leave pay to cover the cost of airfare and other expenses incurred until a disciplinary inquiry is held by a recognised and relevant authority and/or in consultation with the Union. However, if the finding of the disciplinary inquiry is in favour of the seaman concerned, the Company shall refund what is due to him.

27. COMPENSATION FOR LOSS OF EMPLOYMENT AND PERSONAL EFFECTS

- (1) The Company shall pay a compensation should a seaman suffers total or partial loss of or damage to his personal effects as a result of fire, flooding, collision, sinking, pirate's attack or other maritime peril. The amount shall be up to a maximum of US\$3,000 only.
- (2) In addition, the Company shall pay to the seaman, two months' basic salary as compensation for loss of employment.
- (3) The seaman shall certify that any information provided with regard to lost property is true to the best of his knowledge.

- (4) The Company shall take measures to safeguard property left on board by sick, injured or deceased seamen and return it to them or to their next of kin.

28. REDUNDANCY COMPENSATION

- (1) In the event of redundancy arising due to sale, laying up, change of registry of a vessel or other reasons and the Company is being compelled to terminate the employment of a seaman, and if similar alternative employment in the Company is not available after exhaustion of leave, the Company shall pay to the seaman in addition to the other benefits he is entitled to under this Agreement, two months' last drawn basic salary.
- (2) The notice of termination of service to a seaman so affected shall be one month or he shall be paid one month's salary in lieu of notice.
- (3) Seamen who have served the agreed contract period shall not be entitled to redundancy compensation.

PART V LEAVE ITEMS

29. LEAVE

- (1) Annual leave entitlement for every seaman shall be six days per month.
- (2) Annual leave shall be granted on a pro-rata basis for every incomplete month of service.

PART VI MEDICAL AND DENTAL BENEFITS AND INSURANCE

30. MEDICAL BENEFITS

- (1) During his employment, every seaman shall be entitled to receive medical consultation, attention and treatment including hospitalisation at the expense of the Company.
- (2) A seaman discharged on account of illness shall be entitled to sick leave on full basic pay for a maximum period of up to 130 days.
- (3) A seaman discharged on account of injury shall be entitled to medical care and sick wages equivalent to basic pay until the injured seaman has been cured or until the incapacity has been declared to be of a permanent character.
- (4) Sick leave shall only be granted on the recommendation of the Company doctor. In cases of emergency, the Company shall accept a sick leave certificate from a registered medical practitioner other than the Company doctor provided that the sick leave certificate is presented to the Company doctor for endorsement as soon as practicable and provided also that the case is referred as soon as practicable to the Company doctor.
- (5) The Company shall not bear -
 - (a) the cost of dental or optical appliances;
 - (b) expenses arising out of any illness or disease caused by misconduct;
 - (c) expenses incurred in respect of illness or disablement arising from attempted suicide, the misuse of drugs, excessive consumption of alcohol, participation in any hazardous activities except when endeavouring to save human life, and the performance of any unlawful act; or
 - (d) expenses for blood tests for sexually transmitted diseases.
- (6) The benefits under this clause may be denied to a seaman who refuses to make full disclosure of any information concerning his

disability, or refuses to authorise the Company appointed physician to disclose any information concerning his disability.

- (7) The Company shall bear charges relating to dental treatment concerning extraction, x-ray and medicines as prescribed by a registered dental practitioner.

31. MEDICAL CARE

- (1) The Company shall provide seamen prompt access to medicines, medical equipment and facilities, and medical information for diagnosis and treatment purposes.
- (2) Each seaman has the rights to visit a qualified medical doctor or dentist without delay in ports of call; where possible.
- (3) The Company agrees medical care and health protection services are provided free during seaman's contract period.

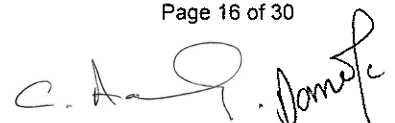
32. COMPENSATION FOR INJURY OR DEATH

- (1) The Company shall pay compensation to a seaman for any injury or death arising from an accident while in the employment of the Company (as referred to in clause 11 of this Agreement), and for this purpose shall effect a 24-hour insurance coverage in accordance with Appendix III to this Agreement.
- (2) The personal accident insurance policy which the Company is liable to take out under sub-clause (1) above shall cover injuries howsoever caused to a seaman and regardless of whether the seaman comes within the scope of the Work Injury Compensation Act or otherwise and includes accidents not arising out of and in the course of employment and accidents arising outside working hours.
- (3) A seaman shall not be precluded from claiming for compensation under the Work Injury Compensation Act in the event that the personal accident insurance policy taken out under sub-clause (1) does not cover his claim.

- (4) A seaman who receives compensation under the Work Injury Compensation Act shall receive only the difference between the amount paid to him under the Work Injury Compensation Act and the amount payable under Appendix III to this Agreement, if the latter amount is higher than the compensation assessed by the Work Injury Compensation Department.
- (5) If a seaman dies from natural causes or illness while in the employment of the Company, the Company shall pay fifty percent of the quantum payable for death as shown in Appendix III to this Agreement to the widow/widower and/or dependants.
- (6) If a seaman leaves no widow/widower and/or dependants, the aforementioned sum shall be paid to the person or the body empowered by law or otherwise to administer the estate of the seaman.
- (7) The Company shall pay the cost of burial expenses in the case of death occurring on board or ashore during the seaman's contract period.

33. MATERNITY

- (1) In the event that a seaman becomes pregnant during the period of employment -
 - (a) She shall advise the Master as soon as the pregnancy is confirmed;
 - (b) the Company shall repatriate the seaman 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 seaman shall be entitled to two months' basic salary.
- (2) The seaman 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.



- (3) Notwithstanding the above, the provisions in the Child Development Co-Savings Act shall apply if the seaman is eligible to those provisions.

34. 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 as per the requirements of the ISM Code.
- (2) The Company shall provide a link between the Company and seamen 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 program and carry out the instructions of the Master to:
 - (a) Improve the crew's safety awareness;
 - (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;
 - (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 seamen to elect a safety liaison representative from among the crew who shall not be dismissed nor be subject to any disciplinary proceedings as a result of the seaman's duties as a safety liaison representative unless the Union has been given adequate notice of the dismissal and the agreed Grievance Procedure observed.

PART VII MISCELLANEOUS ITEMS

35. FOOD, ACCOMMODATION, BEDDING, ETC

The Company shall provide all seamen whilst they are serving onboard with -

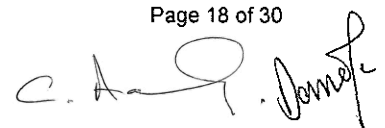
- (a) sufficient food and drinking water of satisfactory quality;
- (b) laundry facilities;
- (c) recreational facilities;
- (d) accommodation of adequate size and standard; and
- (e) one mattress, two pillows, two bed sheets, two pillow cases, one blanket and one towel which shall be of good quality and shall remain the Company's property. A change of bed sheets and pillow cases for each seaman need not be made more than once a fortnight, the towel once a week.

36. WORKING APPAREL, SAFETY EQUIPMENT AND WINTER CLOTHING

The Company shall supply all crew members a complete set of winter clothing (a set of long john, pullover, winter coat, winter gloves), raincoats, seaboots, safety boots, working gloves and other necessary safety apparel when required. These articles shall remain the property of the Company.

37. UNION FEE AND MEMBERSHIP

- (1) The Company agrees that a collective bargaining agreement union fee of such amount as stated herein and as shown in Appendix I or Appendix IA shall be payable to the Union for every seaman who come within the scope of this Agreement, to cover the Union's cost of negotiating, concluding, monitoring and enforcing this Agreement and representing the seamen vis-à-vis the Company.
- (2) The Company shall remit to the Union the union fee of Thirty United States of America Dollars (US\$30.00) per month, payable



six months in advance, for every seaman in the service of the Company onboard every vessel covered by this Agreement. The Company shall make the payment to the Union within two weeks from the date of the seaman's employment or two weeks from the date of invoice by the Union. The monies paid to the Union under this paragraph are not refundable.

- (3) The Union agrees that in respect of every seaman who is a member of the Union, the monthly union subscription payable by the seaman concerned shall be deemed to have been fully set off by the subscriptions, entrance and administrative fees. In addition, the Company shall expeditiously check off from the seaman's salary any arrears of union subscriptions as advised by the Union.

38. CREW LIST

The Company shall submit to the Union upon request a crew list of the seamen coming within the scope hereof showing the following information:

- (a) Seamen's name.
- (b) Identity card or passport number.
- (c) Nationality.
- (d) Rank and certificates of competency.

39. SEACARE MARITIME TRAINING SCHEME

The Company agreed to contribute to the Seacare Maritime Training Scheme to promote education, training and upgrading of seamen to serve on vessels covered by this agreement. Such contribution shall be paid in advance annually at the rate of US\$10 per seaman per month as shown in Appendix I or Appendix IA. The monies paid to the Union under this paragraph are not refundable.

40. SEACARE SAILORS' HOME SCHEME

The Company shall contribute to a Seacare Sailors' Home Scheme administered by the Union. Such contribution shall be paid in advance annually at the rate of US\$10 per seaman per month as shown in Appendix I or Appendix IA. The monies paid to the Union under this paragraph are not refundable.

41. WELFARE CONTRIBUTION

- (1) The Company shall make an annual contribution to the Singapore Organisation of Seamen for welfare, educational, social and other purposes benefitting the general membership of the Union.
- (2) The quantum of welfare contributions shall be agreed and included in a letter of exchange between the Company and the Union. Such contribution shall be paid annually in advance to the Union.
- (3) Welfare contribution shall be paid to the Union irrespective of the types of charters, employment of each vessel owned or managed by the Company.

42. GENERAL

- (1) Transportation from shore to ship and vice versa, shall be arranged and paid for by the Company.
- (2) Night ration shall be provided to all night watchkeeping seamen.
- (3) The Company reserves the right to transfer any seaman to any of its vessels of the same Owner/Manager and flag. All expenses shall be borne by the Company.

43. DISCIPLINE

- (1) Every seaman shall perform his duties faithfully, diligently and to the satisfaction of the Company/Master and shall obey and comply with all reasonable instructions, direction and lawful

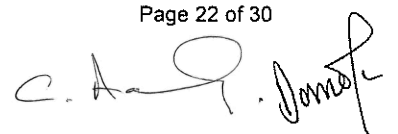
orders that may be given by the Company/Master or its duly authorised representative. Every seaman shall work and live in harmony with his co-employees on the vessel and shall at all times conduct himself in a sober, polite and orderly manner with due regard to the customs, comfort and convenience of his co-employees.

- (2) The seaman shall not commit any offence punishable with imprisonment (whether or not any terms of imprisonment is in fact imposed) nor shall he commit or be guilty of any act of insubordination, smuggling, drunkenness, misbehaviour, dishonesty or misconduct or any act or omission which may amount to negligence or default in the performance of his duties or which may be detrimental to the interests of the Company.
- (3) A seaman shall not without the permission of the Company/Master absent himself from work.

44. NON-SEAFARERS WORK

- (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 seamen 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.

- (2) Where a ship 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 seaman who respects such dock workers' trade dispute and any such lawful act by the seaman shall not be treated as and breach of the Seaman's contract of employment, provided that this act is lawful within the country it is taken.
- (3) For crew members' compensation for such work performed during the normal working week, shall be by the payment of the overtime rate specified in clause 8 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.

A handwritten signature in black ink, appearing to read "C. A. Q. Jones". The signature is written in a cursive style with a large, stylized initial "C".

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

Signed for and on behalf of:

**SINGAPORE ORGANISATION
OF SEAMEN**

GRINDROD SHIPPING PTE LTD



DANIEL TAN
General Secretary



CARL DAVID ACKERLEY
Director

In the presence of:



CHEN CHUANYI
Executive Secretary



HILTON LOUIS STROEBEL
Marine Manager

GRINDROD SHIPPING - BULKERS MARITIME EMPLOYEES' AGREEMENT 2023
WAGES/OVERTIME/LEAVE PAY (IN UNITED STATES OF AMERICA DOLLARS)

Effective from 01 January 2023 to 31 December 2023

Rank	Basic Wages	Minimum Guaranteed Overtime Per Month	Leave Pay	Total Salary	SMS ²	SMTS ³	SSS ⁴	Union Fee	Overtime Rate Per Hour ¹
Bosun	835	465	167	1,467	10	10	10	30	5.47
Chief Cook	835	465	167	1,467	10	10	10	30	5.47
Fitter	835	465	167	1,467	10	10	10	30	5.47
Able Seafarer - Deck	756	421	151	1,328	10	10	10	30	4.95
Able Seafarer - Engine	756	421	151	1,328	10	10	10	30	4.95
Ordinary Seafarer – Deck/Engine	558	310	112	980	10	10	10	30	3.65
Steward	558	310	112	980	10	10	10	30	3.65
Messman	558	310	112	980	10	10	10	30	3.65

1. All overtime work performed beyond the stipulated eighty-five hours' minimum guaranteed overtime shall be compensated with the overtime rates as indicated above.
2. Seacare Medical Scheme (SMS) - as per clause 21 of this Agreement.
3. Seacare Maritime Training Scheme (SMTS) - as per clause 39 of this Agreement.
4. Seacare Sailors' Home Scheme (SSS) - as per clause 40 of this Agreement.



GRINDROD SHIPPING - BULKERS MARITIME EMPLOYEES' AGREEMENT 2023
WAGES/OVERTIME/LEAVE PAY (IN UNITED STATES OF AMERICA DOLLARS)

Effective from 01 January 2024 to 31 December 2025

Rank	Basic Wages	Minimum Guaranteed Overtime Per Month	Leave Pay	Total Salary	SMS ²	SMTS ³	SSS ⁴	Union Fee	Overtime Rate Per Hour ¹
Bosun	850	473	170	1,493	10	10	10	30	5.57
Chief Cook	850	473	170	1,493	10	10	10	30	5.57
Fitter	850	473	170	1,493	10	10	10	30	5.57
Able Seafarer - Deck	768	428	154	1,350	10	10	10	30	5.03
Able Seafarer - Engine	768	428	154	1,350	10	10	10	30	5.03
Ordinary Seafarer – Deck/Engine	565	315	113	993	10	10	10	30	3.70
Steward	565	315	113	993	10	10	10	30	3.70
Messman	565	315	113	993	10	10	10	30	3.70

1. All overtime work performed beyond the stipulated eighty-five hours' minimum guaranteed overtime shall be compensated with the overtime rates as indicated above.
2. Seacare Medical Scheme (SMS) - as per clause 21 of this Agreement.
3. Seacare Maritime Training Scheme (SMTS) - as per clause 39 of this Agreement.
4. Seacare Sailors' Home Scheme (SSS) - as per clause 40 of this Agreement.



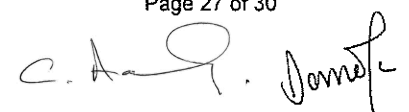
GRINDROD SHIPPING - BULKERS MARITIME EMPLOYEES' AGREEMENT 2023

LIST OF COMPANY'S SHIPS COVERED BY THIS AGREEMENT

<u>S/N</u>	<u>Name of Vessel</u>	<u>Type of Vessel</u>	<u>IMO Number</u>
1	IVS SENTOSA	BULK CARRIER	9528005
2	IVS ORCHARD	BULK CARRIER	9528029
3	IVS IBIS	BULK CARRIER	9604744
4	IVS MERLION	BULK CARRIER	9620126
5	IVS RAFFLES	BULK CARRIER	9620138
6	IVS KESTREL	BULK CARRIER	9700926
7	IVS KINGBIRD	BULK CARRIER	9336787
8	IVS PHINDA	BULK CARRIER	9700940
9	IVS SPARROWHAWK	BULK CARRIER	9712656
10	IVS THANDA	BULK CARRIER	9701009
11	IVS HIRONO	BULK CARRIER	9726229
12	IVS SUNBIRD	BULK CARRIER	9736042
13	IVS BOSCH HOEK	BULK CARRIER	9726243
14	IVS WENTWORTH	BULK CARRIER	9725550
15	IVS TEMBE	BULK CARRIER	9726164
16	IVS GLENEAGLES	BULK CARRIER	9736066
17	IVS NORTH BERWICK	BULK CARRIER	9740902
18	IVS SWINLEY FOREST	BULK CARRIER	9736080
19	IVS OKUDOGO	BULK CARRIER	9870874

Appendix II
(Cont'd)

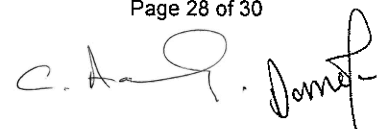
<u>S/N</u>	<u>Name of Vessel</u>	<u>Type of Vessel</u>	<u>IMO Number</u>
20	IVS PRESTWICK	BULK CARRIER	9870886
21	IVS PINEHURST	BULK CARRIER	9708916



GRINDROD SHIPPING - BULKERS MARITIME EMPLOYEES' AGREEMENT 2023

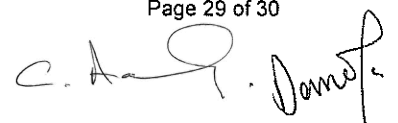
PERSONAL ACCIDENT INSURANCE

		Capital Sum Insured
1	All Ratings	(Except Warlike) US \$158,000 (High Risk Area) US \$316,000
2	Compensation shall be paid to any seaman who sustains injuries through an accident as follows:	% of Capital Sum Insured
2.1	Death	100%
2.2	Total and Permanent Disablement	100%
2.3	Total Paralysis or Injuries resulting in being permanently bedridden	100%
2.4	Dismemberment:	
2.4.1	Loss of two limbs	100%
2.4.2	Loss of both hands or of all fingers and both thumbs	100%
2.4.3	Total loss of sight of both eyes	100%
2.4.4	Loss of arm at shoulder	100%
2.4.5	Loss of arm between shoulder and elbow	100%
2.4.6	Loss of arm at elbow	100%
2.4.7	Loss of arm between elbow and wrist	100%
2.4.8	Loss of hand at wrist	100%
2.4.9	Loss of leg	
	- at hip	100%
	- between knee and hip	100%
	- below knee	100%



Appendix III
(Cont'd)

2.4.10	Eye:	Loss of	- whole eye	100%
			- sight of eye	100%
			(i) sight of eye except perception of light	50%
			(ii) lens of eye	50%
2.4.11	Loss of four fingers and thumb of one hand			50%
2.4.12	Loss of four fingers			40%
2.4.13	Loss of thumb		- both phalanges	25%
			- one phalanx	10%
2.4.14	Loss of index finger		- three phalanges	10%
			- two phalanges	8%
			- one phalanx	4%
2.4.15	Loss of middle finger		- three phalanges	6%
			- two phalanges	4%
			- one phalanx	2%
2.4.16	Loss of ring finger		- three phalanges	5%
			- two phalanges	4%
			- one phalanx	2%
2.4.17	Loss of little finger		- three phalanges	4%
			- two phalanges	3%
			- one phalanx	2%
2.4.18	Loss of metacarpals		- first or second (additional), third, fourth or fifth (additional)	3%
				2%
2.4.19	Loss of toes		- all	15%
			- great, both phalanges	5%
			- great, one phalanx other than great,	2%
			- if more than one toe lost, each	1%
2.4.20	Loss of hearing		- both ears	75%
			- one ear	15%
2.4.21	Loss of speech			50%



Appendix III
(Cont'd)

- 2.4.22 Permanent disabilities not mentioned above shall be compensated in accordance with the seriousness as compared with that of these mentioned, the occupation of the Assured not being taken into consideration.
 - 2.4.23 Permanent total loss of use of member shall be treated as loss of member.
 - 2.4.24 The total compensation payable in respect of disablements due to the same accident is arrived at by adding together the various sums, but shall not exceed the capital sum insured.
 - 2.4.25 The aggregate of all percentages payable in respect of any one accident shall not exceed 100%.
- 3 The personal accident insurance shall be extended to cover the following:
- 3.1 Riot, Strike and Civil Commotions.
 - 3.2 War Risk.
 - 3.3 Disappearance (as per disappearance paragraph 4).
- 4 If the insured seaman disappears at sea and his body is not found within one year after his disappearance and sufficient evidence is produced that leads to the conclusion that he sustained accidental bodily injury and that such injury caused his death, death benefit under this insurance shall be paid provided that the person or persons to whom such payment is made shall sign an undertaking to refund the sum if the insured seaman is subsequently found to be living.
- 5 The geographical limits of the insurance cover shall be worldwide.

