



MEMORANDUM OF AGREEMENT

between



PESCANOVA FISHING INDUSTRIES OF NAMIBIA (PTY) LIMITED

and

SKELETON COAST TRAWLING (PTY) LIMITED

and

NAMIBIAN FOOD AND ALLIED WORKERS' UNION (NAFAU)

MEMORANDUM OF AGREEMENT

between

PESCANOVA FISHING INDUSTRIES OF NAMIBIA (PTY) LIMITED

and

SKELETON COAST TRAWLING (PTY) LIMITED

(jointly referred to as "the Company")

and

NAMIBIAN FOOD AND ALLIED WORKERS' UNION (NAFAU)

(referred to as "the Union")


WHEREAS the Labour Act No 6 of 1992 ("the Act") came into force on 1 November 1992 by virtue of Government Notice No 134 of 1992;

AND WHEREAS chapter 5 of the Act which deals with basic conditions of employment shall apply to all employees in Namibia, including employees whose conditions of employment are also governed by the provisions of the Merchant Fishing Act, No 57 of 1951;

AND WHEREAS the Company and the Union have agreed to apply jointly to the Minister of Labour and Manpower Development ("the Minister") in terms of Section 114 of the Act for exemption from the provisions of Sections 26, 27, 28, 29, 30, 31, 32 and 34 of the Act;

AND WHEREAS the Company and the Union have agreed to apply to the Minister to have the Fishing Industry declared an industry which is required to be performed continuously, as is envisaged by Section 33 (2) (f) of the Act;

NOW THEREFORE, the parties agree that in the event that the Minister grants the exemption from the provisions referred to and declares the Fishing Industry an industry which is required to

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be performed continuously, the following conditions shall pertain to fishermen employed by the Company as from the date on which application for the exemption and declaration was made:

1. DEFINITIONS

In this agreement, unless the context indicates otherwise

- 1.1 "Basic Wage" means the basic daily rate payable by the Company to the employee multiplied by the number of days or part thereof for the duration of the trip and the applicable period of shore leave.
- 1.2 "Bonus" means the amount payable by the Company to the employee for each tonne of processed whole fish caught by the vessel to which the employee is assigned.
- 1.3 "Deckhand" (Wet Fish Trawler) means an employee engaged in catching, handling, gutting, cleaning of fish and handling of fishing gear, repairing nets, cleaning and washing of decks and holds if so required, who will in addition assist with the stowage of the catch, taking a watch as lookout or helmsman if required by the Master, and who assists in keeping the ship clean.
- 1.4 "Deckhand" (Freezer Trawler) means an employee engaged in catching, handling of fishing gear, repairing of nets, cleaning and washing of decks, who shall assist in the performance of the Factoryhand in performance of their duties processing in the factory, take the watch as a lookout or helmsman if so required by the Master and who assists in keeping the ship clean.
- 1.5 "Deckhand" (Long Liner) means an employee engaged in catching, handling of fishing gear, preparation of hooks, repairing of lines, cleaning and washing of decks, who shall assist in the performance of the Factoryhand in performance of their duties processing in the factory, take the watch as a lookout or helmsman if so required by the Master and who assists in keeping the ship clean.
- 1.6 "Day" means a period of 24 hours, calculated from the time the employee commences work.

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- 1.7 "**Employee**" means a deckhand or factoryhand employed by the Company on a permanent basis.
- 1.8 "**Factoryhand**" means an employee on a Freezer Trawler who actively participates in the handling and processing of fish and who performs any other duty as may be required to do so by the Master of the vessel, including the keeping of the vessel clean.
- 1.9 "**Fillet Bonus**" means the amount payable by the Company to the employee for each tonne of processed fish fillets caught by the vessel to which the employee is assigned.
- 1.10 "**Fish**" means any form of marine life used as food for human consumption, landed in marketable condition and quality as laid down by the employer's quality control standards in force at the time.
- 1.11 "**Galleyman**" means an employee who keeps the galley, alleyways, toilets and Officers' cabins clean, who assists the Cook in his duties and keeps all eating utensils clean and at the discretion of the Master, assists in the handling of fish on deck and gear.
- 1.12 "**Greaser**" means an employee who takes an engine room watch together with a certified Marine Engineer, who assists in oiling and greasing of machinery in engine room and on deck, who cleans and paints engine room spaces.
- 1.13 "**Remuneration**" means the employee's basic wage, including shore leave, double pay for work on Sundays and/or public holidays and bonus payments due.
- 1.14 "**Scheduled Sailing Time**" means the scheduled time of departure of the vessel's next trip, as notified at the time of docking.
- 1.15 "**Second Cook**" means an employee who assists the Cook in the performance of his duties.
- 1.16 "**Shore Leave**" means the number of leave days or part thereof due to the employee upon completion of a trip.
- 1.17 "**Tonne**" means a metric tonne of fish.



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- 1.18 "Vessel" means a fishing vessel irrespective of size, method of propulsion, engaged in the catching of fish and includes freezer trawlers, wet fish trawlers and long liners.
- 1.19 "Trip" means the period of time between the actual time of sailing until the actual time of docking.

2. APPLICATION

The conditions of employment set forth in this agreement shall be subject to provisions of the Recognition Agreement between the Company and the Union, and shall apply to all employees as defined in this agreement, who are employed by the Company on a permanent basis to catch fish on one of the Company's vessels.

3. PERIOD

In the event that the Minister grants exemption to the Company and the Union in terms of Section 114 from the provisions of sections 24, 27, 28, 29, 30, 31, 32 and 34 of the Act, the conditions of employment set forth in this agreement shall endure from the date on which application was made to the Minister and shall remain in force for the period that the exemption is granted.

4. REMUNERATION

4.1 Calculation of Basic Wage

- 4.1.1 An employee's basic wage shall be calculated per day or part thereof from the time of scheduled sailing to the actual time that the employees are granted permission to leave the vessel after arrival in port.
- 4.1.2 An employee who does not report to his vessel on or before the scheduled sailing time shall only be paid from the time of actual sailing and not the scheduled time.



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4.2 Payment of Remuneration

- 4.2.1 Payment of remuneration shall be by cheque upon the trawler's arrival at port and after the inspection of the trawler for cleanliness.
- 4.2.2 Payment shall be made in a pay-voucher indicating:
- 4.2.2.1 Name of employee and company number;
 - 4.2.2.2 Rate of pay;
 - 4.2.2.3 Period in respect of which payment is made;
 - 4.2.2.4 Bonus due for whole fish headed and gutted;
 - 4.2.2.5 Bonus due for fillets processed;
 - 4.2.2.6 Details of authorised deductions.
- 4.2.3 Save for the first trip, employees will be paid their basic wage in respect of the trip completed, as also their bonus entitlements from the previous trip.
- 4.2.4 If the employee is employed on no subsequent trips the employee shall be paid any outstanding bonus entitlements within 30 days of the vessel returning to port.
- 4.2.5 In the event of the vessel returning to port earlier than expected due to operational and/or safety reasons and the Company is not in a position to calculate the basic wage and shore leave payable, the Company shall pay to the employee a reasonable advance and pay the employee's remuneration less the advance, within 48 hours of the vessel's arrival in port.

4.3 Deductions

The Company shall be entitled to deduct from the employee's remuneration amounts in respect of the following:

- 4.3.1 Any pension or provident fund contribution agreed to;
- 4.3.2 Any medical fund contribution agreed to;



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- 4.3.3 Any provident fund contribution agreed to;
- 4.3.4 Any allotments duly authorised and made;
- 4.3.5 Any amount the employer by law or by order of any competent court is required or permitted to make;
- 4.3.6 Any deduction for which the employee has consented in writing for union fees and/or company loans and/or advances.

4.4 **Allotments**

- 4.4.1 The Company agrees to provide an allotment facility for employees working on freezer trawlers.
- 4.4.2 Employees wishing to make use of the allotment facility shall complete an allotment form prior to sailing which shall be signed by the Master and the employee in the presence of a witness.
- 4.4.3 The total amount of the allotment allowed shall be limited to 75% of an employee's basic wage and bonus payments due to him on the date when the payment of the allotment is required.
- 4.4.4 All allotments shall be payable on crossed cheques.
- 4.4.5 In the event that the freezer trawler is likely to be at sea for a period covering two month ends, an additional allotment may be requested for the following month and payable prior to the end of the second month. The conditions covering the additional allotments are as specified above.

4.5 **Queries**

Any queries in respect of pay received or due shall be made at the time of payment if the trip terminates within the ordinary business hours of the Company, otherwise as soon as possible after offices have been reopened.



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5. LEAVE

The Company shall grant an employee, in accordance with the provisions of Section 39 of the Act, 24 (twenty-four) consecutive days of leave of absence on full pay in respect of each period of 12 (twelve) consecutive months worked by an employee, subject to the following:

5.1 Application for Leave

The employee shall inform the Company in writing on the prescribed form a trip in advance of his intention to take annual leave.

5.2 Granting of Annual Leave

Annual leave shall be granted at such time or times as the Company arranges with the employee and within 6 (six) months after the anniversary date of the employment, provided that

5.2.1 annual leave shall not run concurrently with sick leave or any shore leave;

5.2.2 the employer may set off against any such leave any day of occasional leave granted on full pay to that employee at his own request;

5.2.3 leave shall, where possible, coincide with the lay-up or refit of vessels.

5.3 Commencement of Annual Leave

Annual leave shall commence on the expiry of an employee's shore leave from his last trip.

5.4 Proportional Annual Leave on Termination of Employment

An employee whose employment terminates either by resignation or dismissal before the period of annual leave has been taken, shall upon termination, be paid in lieu of leave in accordance with the provisions of the Act.

5.5 Reporting for duty after leave

If possible, the employee shall report back to the Company's personnel officer either personally or by telephone, telegramme or facsimile at least 48 hours before the expiry date of the annual leave, in order to ensure that he may be re-allocated to a vessel on his arrival.

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5.6 Failure to report

If an employee has a reasonable explanation for his failure to report back to the Company within 7 (seven) days of termination of his annual leave, no disciplinary hearing shall be convened, but he shall forfeit a trip if the vessel to which he is assigned has already sailed. Failure to report back to the Company by more than 7 (seven) days of termination of his annual leave shall be a serious disciplinary offence.

6. SHORE LEAVE

6.1 In addition to annual leave, employees shall be entitled to paid shore leave at the rate of 3 (three) hours per sea day or part thereof commencing from the actual sailing time to the time of docking.

6.2 Shore leave shall commence upon the arrival of the vessel provided the vessel is clean. If the vessel is not clean, the employee shall be required to clean the vessel and shore-leave shall then commence once the vessel is clean.

6.3 Shore leave shall be paid at the employees daily basic rate per day or part thereof.

6.4 Employees required to remain on board the vessel after completion of a trip in terms of the Merchant Fishing Act shall, in addition to shore leave, receive the basic daily rate for days worked.

7. SICK LEAVE

7.1 Employees shall be entitled to paid sick leave in accordance with the provisions of the Act.

7.2 Employees shall not be entitled to paid sick leave for an illness, incapacity or injury which was caused by an act of gross misconduct by the employee.

7.3 Employees who are sick for more than two days shall on their return to work be required to produce a medical certificate or doctor's letter stating the nature and duration of the incapacity in order for the employee to qualify for paid sick leave.



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7.4 In the event of an employee being discharged from a vessel due to sickness, he shall be entitled to receive his basic wage for days actually worked, as also a pro rata share of his bonus and fillet bonus.

8. **PUBLIC HOLIDAY**

8.1 Employees shall be entitled to all gazetted public holidays of the Republic of Namibia.

8.2 The Company shall pay to the employee double pay for work on a public holiday.

8.3 Calculation of pay for work on public holidays shall be with reference to the employee's basic daily rate.

9. **SUNDAYS**

9.1 The Company shall pay to the employee double pay for work on Sundays.

9.2 Calculation of pay for work on Sundays shall be with reference to the employee's basic daily rate.

10. **MEDICAL AID**

All permanent employees are obliged to join the company's medical aid scheme which shall be implemented as soon as possible and the Company and the employees shall be jointly responsible for the payments of the contribution in accordance with the rules of the applicable medical aid scheme.

11. **PENSION FUND**

All permanent employees of the company are obliged to join the Company's pension fund, or provident fund which shall be implemented as soon as possible and the Company and the employee shall be jointly responsible for the payment of the contribution in accordance with the rules of the applicable pensions or provident fund.

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12. PROTECTIVE CLOTHING

12.1 The Company shall provide all employees with the necessary protective clothing, which clothing shall remain the property of the Company and shall be returned on termination of an employee's employment with the Company.

12.2 In the event of the protective clothing being damaged or lost due to the negligence or bad usage of the employee, the employee shall be responsible for the replacement costs thereof.

12.3 The Company shall provide the necessary protective clothing for working in the cold room, which shall be returned to the Company after working in the cold room.

13. TRAINING DAILY RATE

When an employee is required by the Company to attend a training course, such employee shall receive his basic daily rate.

14. MEALS AND ACCOMMODATION

14.1 The Company shall provide to the employee free of charge with meals and accommodation during the period such employee is employed aboard the Company vessel.

14.2 Meals shall be taken during rest periods for the following periods and at such times as the Master shall determine:

- 14.2.1 Breakfast - 20 minutes
- 14.2.2 Lunch - 40 minutes
- 14.2.3 Supper I - 40 minutes
- 14.2.4 Supper II - 20 minutes

15. REST PERIODS

Adequate rest periods shall be granted to all crew members. As guide lines, crew members shall be allowed 8 (eight) hours rest per 24 (twenty-four) hour period, including at least 6

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(six) hours uninterrupted sleep. This guideline shall under no circumstances affect the safety of a vessel in the event of the Master being of the opinion that the vessel is in an emergency situation.

16. TRANSFERS

In so far as is practicable the Company shall attempt to ensure that an employee remain with the vessel to which he was assigned. However, every employee shall be prepared to be transferred to any other vessel operated by the Company as and when required.

17. BEDDING

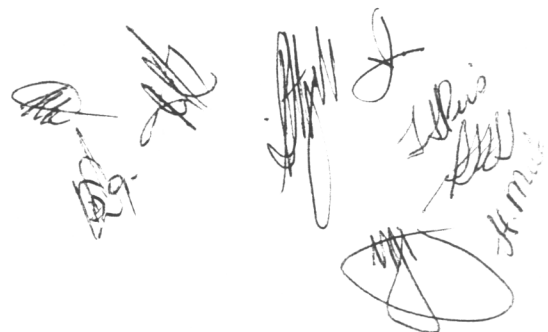
The Company shall provide each employee, free of charge, with a mattress, a pillow, two sets of pillow cases, two blankets and two bed sheets, provided that the employee take good care of the bedding. In the event of the bedding being damaged or lost due to the negligence or bad usage of the employee, the employee shall be responsible for the replacement costs thereof.

18. CLEANLINESS OF VESSEL

Employees shall at all times maintain the vessel to which they are assigned and their accommodation in a clean and hygienic condition. On arrival in port at the completion of a trip the vessel shall be inspected by an officer of the Company and no payment of remuneration shall take place until such officer finds the accommodation and working spaces to be in a satisfactory condition.

19. MEDICAL EXAMINATIONS

As is required by the Merchant Fishing Act all employees will have to present themselves from time to time to undergo compulsory medical examinations. In event of the medical practitioner certifying that an employee is not physically fit to serve in the capacity for which he is employed, a hearing shall be convened in terms of the dismissal procedures for incapacity as contained in the applicable disciplinary code in force at the Company.

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20. FAILURE TO JOIN

Employees shall be employed subject to the disciplinary code in force at the company, and in particular the schedule of offences contained therein. Failure to join shall be a serious form of absenteeism and in the event of the employee failing to report for duty before actual sailing time, the Company shall, after holding the necessary disciplinary hearing, be entitled to dismiss the employee for such offence, regardless that it is a first offence.

21. MERCHANT SHIPPING ACT AND LABOUR ACT

Notwithstanding the aforesaid, all conditions of employment are subject to the conditions and regulations laid down in the Merchant Shipping Act No 57 of 1951, as amended, and the Labour Act No 6 of 1992.

22. NO VARIATION

No variation, amendment or modification of this agreement shall be of any force and effect unless agreed to by the parties in writing.

THUS DONE and SIGNED at Luderitz on this 30th day of November 1992.

AS WITNESSES:

1.

2.

[Handwritten signatures of witnesses]

[Handwritten signature]

CAPTAIN NIMO
PESCANOVA FISHING INDUSTRIES OF NAMIBIA (PTY) LIMITED and
SKELETON COAST TRAWLING (PTY) LIMITED
he being duly authorised
to sign on its behalf

[Handwritten signatures]
A. Mubepuli
H. King's

THUS DONE and SIGNED at *Windhoek* on this *19th* day of *January 1993* 1992.

AS WITNESSES:

- 1. *[Signature]*
- 2. *[Signature]*

[Signature]

JOHN PANDENI
for and on behalf of
NAMIBIAN FOOD AND ALLIED WORKERS' UNION
he being duly authorised
to sign on its behalf

THUS DONE and SIGNED at *Windhoek* on this *19th* day of *January 1993* 1992.

AS WITNESSES:

- 1. *[Signature]*
- 2. *[Signature]*

[Signature]

PAULINA MAHARERO
for and on behalf of
LUDERITZ BRANCH of the
NAMIBIAN FOOD AND ALLIED WORKERS' UNION
she being duly authorised
to sign on its behalf

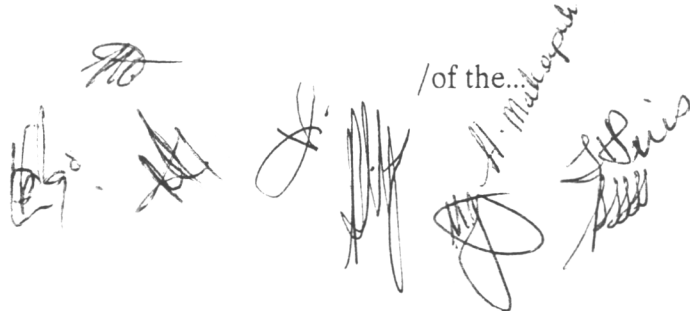
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Dear Mr/Ms

LETTER OF APPOINTMENT FOR FISHERMEN

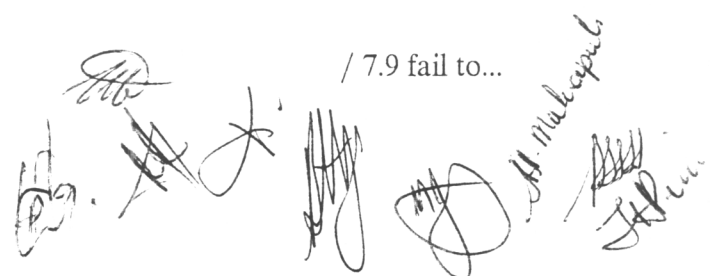
This letter serves to confirm your employment as a fisherman with _____ "the Company" effective from 1 November 1992 subject to the following terms and conditions:

1. Due to the nature of the Company's fishing operations it is not in a position to offer or guarantee employment on a continuous basis throughout each year.
2. However, the Company agrees to employ you as a permanent employee, effective from 1 November 1992, with all benefits of permanent employment accruing to you, save that you agree that you shall only work and be paid for the days when the vessel to which you are assigned is involved in fishing operations to catch its fish quota, or for days you work when involved in the completion of shore based tasks of the Company or training.
3. Save for the period when you are on leave, you agree to hold yourself available for all voyages of the _____, or such other vessel may in its discretion direct ("the assigned vessel") to catch any fish in terms of an official quota allocation.
4. The Company shall give you reasonable notice before the scheduled time of departure for a particular voyage and you agree, subject to the correction insertion

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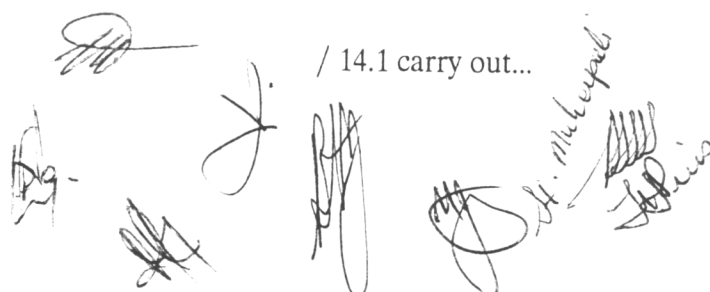
of the information required, to sign a standard form agreement with the master of the vessel for a particular voyage as is required by the Merchant Fishing Act, as amended. A copy of the standard form agreement is annexed hereto as Annexure "A".

5. Your appointment to the above position shall be subject to a probationary period of three months, during the first month of which either party may terminate this agreement with 24 (twenty four) hours notice in writing, and during the second and third months of which either party may terminate this agreement with one week's notice in writing.
6. After your probationary period you or the Company shall be entitled to terminate your employment on one month's notice in writing.
7. The Company shall consider the following to be serious forms of misconduct if you:
 - 7.1 commit any serious or persistent breach of any of the provisions of this agreement;
 - 7.2 are guilty of any serious misconduct or deliberate neglect in the discharge of your duties under this agreement;
 - 7.3 absent yourself from your employment without leave;
 - 7.4 disobey any lawful order or direction of your superior or the management of the Company;
 - 7.5 fail to carry out any duties in a fit and proper manner;
 - 7.6 are under the influence of alcohol or drugs while on duty;
 - 7.7 fail to join;
 - 7.8 are found guilty of any criminal offence other than an offence which, in the reasonable opinion of the Company does not affect your position as an employee with them;

 / 7.9 fail to...

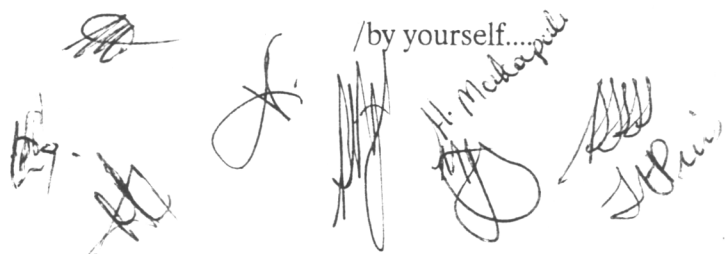
- 7.9 fail to give your whole time and attention to the work of the Company.
- 7.10 are guilty of any other conduct which would justify summary dismissal at common law.
8. Notwithstanding the provisions of clause 7. above, your employment with the Company shall terminate at the end of the month in which you turn 60 years of age, unless you and the Company agree otherwise in writing.
9. You shall be remunerated in the amount of R____ per day from the scheduled sailing time until you are granted permission to leave the vessel after arrival in port. Your remuneration shall be paid on arrival in port by cheque or directly into your bank account if you request so in writing. If you do not report to your vessel on or before the scheduled sailing time you shall only be paid from the time of actual sailing.
10. You shall be entitled to receive a bonus of R ____ per ton (1000 kgs) of whole fish, headed and gutted, caught by the assigned vessel, whilst you are employed on board. In addition you shall receive a fillet bonus of R _____ per ton (1000 kgs) of processed fish fillets, caught by the assigned vessel whilst you are employed on board. Save for the first trip after 1 November 1992, your bonus and fillet bonus shall be paid on completion of a subsequent trip.
11. The Company shall be entitled to deduct or set off from your salary or wage any amounts due by you to the Company for any reason whatsoever.
12. The Company shall be entitled to deduct from your salary any amounts due in terms of any Namibian law.
13. You shall report to _____, the master of the assigned vessel or any duly authorised representative of the Company, who shall determine your duties and responsibilities from time to time.
14. You undertake to:

/ 14.1 carry out...



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- 14.1 carry out all such functions and duties as are from time to time assigned to you and as are reasonable or lawful;
 - 14.2 obey and comply with all lawful and reasonable instructions given to you by your superior;
 - 14.3 be true and faithful to the Company in all dealings and transactions relating to the business and interests of the Company and to use your best endeavours to protect and promote the business, reputation and goodwill of the Company;
 - 14.4 devote the whole of your time and attention during Company working hours and such additional time as the exigencies of the Company may require to the affairs of the Company and to your duties in terms of your employment with the Company.
 - 14.5 submit to the management or any person nominated by management such information and reports as may be required of you in connection with the performance of your duties and the business of the Company.
 - 14.6 not use for your own benefit or for the benefit of any other person and not to disclose to any third party during the operation of the said agreement or after its termination except in the ordinary and proper course of the Company's work, any confidential information, including but not limited to information regarding the trade secrets, customer lists, business affairs, suppliers' lists, technical methods and processes of the Company.
15. In addition to all public holidays of the Republic of Namibia you shall, in accordance with the provisions of Section 39 of the Labour Act No 6 of 1992, be entitled to 24 (twenty-four) consecutive days of leave of absence on full pay in respect of each period of 12 (twelve) consecutive months, at such time or times as the Company may arrange with you. Annual leave may not be accumulated, and shall be forfeited unless it is taken within the annual period to which it relates.
16. You shall be entitled to sick leave in accordance with the Labour Act No 6 of 1992 but not for an illness, incapacity or injury which was caused by an act of misconduct

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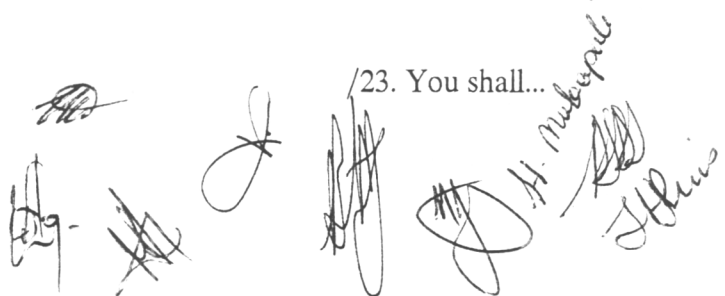
by yourself. If you are absent for more than two days, you shall, on your return to work, be required to produce a medical certificate or doctor's letter stating the nature and duration of your incapacity in order to qualify for paid sick leave.

17. You shall be subject to the dismissal procedures for incapacity as contained in the applicable disciplinary code in force at the Company. Dismissal for incapacity may also occur, subject to the applicable provisions, where an employee is infected with a disease which bars you from working in a fish processing factory or vessel, in accordance with local and/or European Economic Community Export Health Regulations.
18. When at sea you agree to the meal intervals for the following periods and at such times as the Master shall determine :

| | | |
|-----------|---|------------|
| Breakfast | - | 20 minutes |
| Lunch | - | 40 minutes |
| Supper I | - | 40 minutes |
| Supper II | - | 20 minutes |

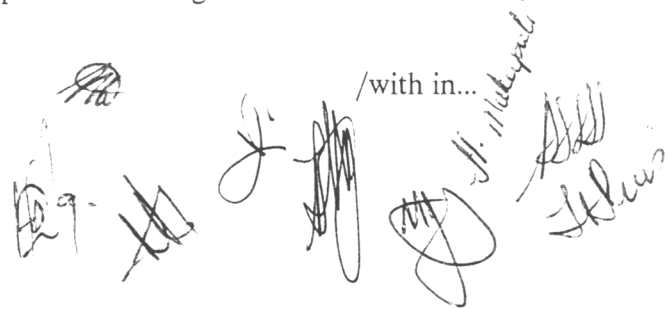
19. When involved in the completion of shore based tasks or training you agree to a lunch break of 30 minutes and two tea breaks of 15 minutes each.
20. The Company may, in its discretion and upon reasonable notice to you, transfer you from one vessel to another, either permanently or temporarily or from day work to shift work or vice versa, either permanently or temporarily.
21. You shall be obliged to join the Company's medical aid scheme. The Company and yourself shall be jointly responsible for your monthly contribution in accordance with the rules of the scheme and your contribution shall be deducted from your salary.
22. You shall be obliged to join the Company's pension or provident fund, as the case may be, and your contribution shall be deducted from your salary in accordance with the rules of the pension or provident fund. The Company shall contribute to the scheme the employer's contribution as specified by the rules of pension or provident fund.

23. You shall...



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23. You shall be bound by any disciplinary and grievance procedures of the Company.
24. On termination of your employment you shall immediately deliver to the Company all assets, records, documents, accounts, letters, notes, memoranda and papers of any description within your possession or control relating to the affairs and business of the Company, whether or not they were originally supplied by the Company.
25. The nature of your job in the Company requires good health and physical fitness. You shall, whenever the Company deems it necessary, undergo a medical examination at the expense of the Company by a medical practitioner nominated and appointed by the Company. You give your irrevocable consent to any such medical practitioner, making the results and record of any medical examination available to the Company.
26. The Company's security regulations shall be observed by you and may at the discretion of the Company, be varied from time to time.
27. You give your irrevocable consent to a duly authorised representatives of the Company to search you or any article in your possession or control or any article worn by you or in your possession at the Company premises, for the unlawful presence of any substance, article or thing.
28. No indulgence granted by you or the Company shall constitute a waiver of your or the Company's rights under this agreement, accordingly neither you nor the Company shall be precluded as a consequence of having granted such indulgence from exercising any rights against the other, which may have arisen in the past or which may arise in the future.
29. No agreement varying, adding to, deleting from or cancelling the terms and conditions contained in this letter shall be affective unless reduced to writing and signed by or on behalf of the parties.
30. This agreement as read with any collective arrangements or agreements and with the disciplinary, grievance and retrenchment procedures of the Company will constitute the entire contract between the parties with regard to the matters dealt

Handwritten signatures and initials at the bottom of the page. On the right side, there is a handwritten note: "/with in...".

with in this agreement, and no representations, terms, conditions or warranties not contained in this agreement will be binding on the parties.

- 31. This agreement and the Disciplinary and Grievance Procedures of the Company shall be subject to the provisions of the Labour Act, No 6 of 1992, and any other law applicable at the time.

Kindly retain a copy of this letter for your own records and sign the original hereof in order to signify your acceptance of the terms and conditions of the employment contained herein.

Yours sincerely

Skeleton Coast Trawling (Pty) Limited

- 1. I have read and fully understand this letter setting out the terms and conditions under which I accept employment.

OR

- 2. I have had the contents of this letter setting out the terms and conditions under which I accept employment read and fully explained to me.

[Delete whichever is not applicable].

_____ AS WITNESSES :

1. _____

2. _____

DATED : _____

A collection of handwritten signatures and initials in black ink, including a large signature, several initials, and a signature that appears to say 'H. M. M. M. M.'.

BANKING FACILITIES

I hereby request you to pay my salary directly into my bank/Building Society account, at the _____ branch of the _____, where my account number is _____.

DATED : _____

WITNESSES:

1. _____

2. _____



Handwritten signatures and initials at the bottom right of the page. One signature is clearly legible as "A. Mulepud". There are several other scribbled signatures and initials, including what appears to be "H. H. H." and "H. H. H.".

SINGLE VOYAGE FISHING AGREEMENT

entered into between

THE MASTER OF THE _____

and

The Master hereby employs the employee who agrees to serve as a member of the crew of the above vessel subject to the following terms and conditions:

1. The contract period shall be for one voyage from Luderitz returning to Luderitz.
2. The purpose of the voyage shall be to catch fish in fulfillment of the quota granted to the Company.
3. The vessel shall return to Luderitz once it is full of fish, or if required to return to port for operational and/or safety reasons.
4. The employee shall serve as a _____ on the vessel.
5. The scheduled time of departure for this voyage is _____ on _____.
6. The particulars concerning the deck-line and load line of the vessel are as follows: _____
7. The Master shall pay to the employee an amount of R _____ per day.
8. The Company shall pay a bonus of R _____ per tonne (1000 kg) of whole fish, headed and gutted.
9. The Company shall pay to the employee a fillet bonus of R _____ per tonne (1000 kg) of processed fillets.
10. The Company shall pay the Employee double for day's worked on a public holiday or Sunday.
11. This agreement is subject to the provisions of the Namibian Merchant Fishing Act, No 51 of 1957, as amended.
12. The employee warrants that since his last medical examination his medical health has not altered or deteriorated to such an extent that he may not be fit for sea.
14. Employees shall be subject to the disciplinary code and grievance procedures of the Company, copies whereof are available on board the vessel.
15. The conditions of employment not specifically dealt with in this agreement will be those in the employees letter of appointment, those prevailing in the Company's rules and regulations and otherwise as contained in applicable collective agreements between the Company and NAFU.

SIGNED at LUDERITZ this _____ day of _____ 199 .

AS WITNESS:

1.

MASTER

EMPLOYEE

Handwritten signatures of witnesses and parties, including a signature that appears to read 'D. Mubepuli'.

MEMORANDUM OF AGREEMENT

between

PESCANOVA FISHING INDUSTRIES OF NAMIBIA (PTY) LIMITED

and

SKELETON COAST TRAWLING (PTY) LIMITED

and

NAMIBIAN FOOD AND ALLIED WORKERS' UNION (NAFAU)

LORENTZ & BONE

ATTORNEYS, NOTARIES AND CONVEYANCERS

P.O. Box 85

9000 WINDHOEK

MEMORANDUM OF AGREEMENT

between

PESCANOVA FISHING INDUSTRIES OF NAMIBIA (PTY) LIMITED

and

SKELETON COAST TRAWLING (PTY) LIMITED

(jointly referred to as "the Company")

and

NAMIBIAN FOOD AND ALLIED WORKERS' UNION (NAFAU)

(referred to as "the Union")

WHEREAS the Company is prepared to employ Fishermen on a permanent basis as from 1 November 1992 and

AND WHEREAS the Company and the Union have agreed to identify which employees are to be permanently employed

NOW THEREFORE the parties hereto agree as follows:

1. The Company agrees to employ on the vessels indicated the persons whose names appear on the list for the vessel set out hereunder ("the assigned vessel").
2. Employment shall be subject to the terms of any collective agreement between the Company and NAFAU, and the terms of the annexed letter of appointment and the rules and regulations of the Company.


.....3. The Union

3. The Union agrees that the employees shall be attached to the assigned vessel subject to the Company's right to transfer employees from one vessel to another.

5. SIERRA PAZ

- | | | |
|-----|---------------|-------------|
| 1. | Erasmus | Helao |
| 2. | Florentino | Kamati |
| 3. | Lukas | Tweufiilwa |
| 4. | Jonas | Munhu |
| 5. | Wellington | Mpolo |
| 6. | Mufenda | Asser |
| 7. | Ipinge | Shinyemba |
| 8. | Isai | Mbome |
| 9. | Jonas | Shikeni |
| 10. | Daniel | Ndahutuka |
| 11. | Sakeria Toivo | Shihepo |
| 12. | Ndemueda | Ndeikongela |
| 13. | Jonisiu | Andreas |
| 14. | Lebens | Shimwandi |
| 15. | Josef | Meita |
| 16. | Mervyn | Mensa |

6. SIERRA LOPEZ

- | | | |
|-----|------------|-------------|
| 1. | Leonard | Haihambo |
| 2. | Joseph | Haipumbu |
| 3. | Teophilus | Nashipili |
| 4. | Muvaji | Hashomuenda |
| 5. | Lukas | Bonifasius |
| 6. | Johannes | Nghifikwa |
| 7. | Immanuel | Nghilifa |
| 8. | Immanuel | Elias |
| 9. | Erastus | Hamutenya |
| 10. | Ilenikuye | Kanana |
| 11. | Alfeus | Shipo |
| 12. | Modestu A. | Tutaleni |

.....13. Angula Shilongo

- | | | |
|-----|-----------|-----------|
| 13. | Angula | Shilongo |
| 14. | Samson M. | Macquers |
| 15. | Lukas | Kambuali |
| 16. | Jesaya | Paavo |
| 17. | Mongo | Timotheus |
| 18. | Edward | Hamutenya |

7. **RIBADEO**

- | | | |
|-----|-----------|-------------|
| 1. | Martin | Kapolo |
| 2. | Leonard | Gabriel |
| 3. | Tomas | M. Nhuleipo |
| 4. | Thomas | Jonas |
| 5. | Ambrosius | Akawa |
| 6. | Daniel | Kafula |
| 7. | Josef | Justus |
| 8. | Simon | P. Aikela |
| 9. | Johannes | Itembu |
| 10. | Kornelius | Amutenya |
| 11. | Johannes | Shikongo |
| 12. | Alfeus | Katusha |
| 13. | Mateus | Andreas |
| 14. | Immanuel | Vatileni |
| 15. | David | Nakashimba |
| 16. | Moses | Mwatukange |
| 17. | Hangula | Shikonekeni |
| 18. | Noa | Phillipus |
| 19. | Avelinus | Junias |
| 20. | Immanuel | Namwandi |
| 21. | Hosea | Phillipus |
| 22. | Risto | Shaanika |
| 23. | Zee | Andonio |



8. **RIBADAVIA**

8. RIBADAVIA

| | | |
|-----|------------|------------|
| 1. | Mathias | Johannes |
| 2. | Abner | Namene |
| 3. | Matheus | Kalunga |
| 4. | David | Enghali |
| 5. | Ambrosius | Ekandjo |
| 6. | Lweenya | Gabriel |
| 7. | Joshua | Johannes |
| 8. | Matheus | Iita |
| 9. | Boas | Mwadinange |
| 10. | Joel | Hitewa |
| 11. | Paulus | Jonas |
| 12. | Abraham | Hankongo |
| 13. | Ndeshipewa | Epalu |
| 14. | Ruben | Wilbart |
| 15. | Willem | Hulikwa |
| 16. | Michael | Erastus |
| 17. | Michael | Serafi |
| 18. | David | Iita |
| 19. | Nakale | Salom |
| 20. | Samuel | Hakweenda |
| 21. | Petrus | Tobias |
| 22. | Nakale | Andreas |
| 23. | Simon | Haufiku |
| 24. | Jafet | Iipinge |

9. NOGUEROSA 1

| | | |
|----|------------|-----------|
| 1. | Asser | Amukoto |
| 2. | Benieiu | Ausiku |
| 3. | Bonifasius | Hamandius |
| 4. | David | Kamati |
| 5. | Gabriel | Henock |
| 6. | George | Jackson |
| 7. | Jimus | George |



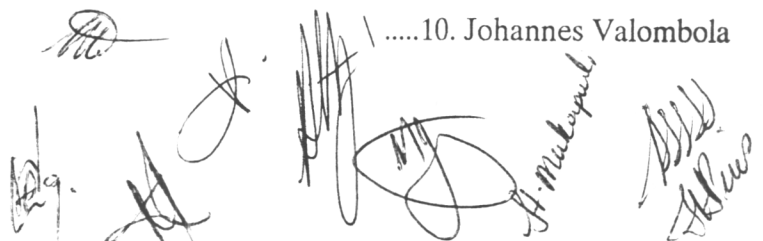
8. Johannes Popyeni

| | | |
|-----|-------------|----------------|
| 8. | Johannes | Popyeni |
| 9. | Kashingola | Hishikushifiya |
| 10. | Matheus | Kotokeni |
| 11. | Logeliu | Shekudjika |
| 12. | Lukas | Shuuveni |
| 13. | Lyahulapo | Benjamin |
| 14. | Mulipusheni | Shikulo |
| 15. | Ndakoneka | Aimeinge |
| 16. | Ndapona | Paulus |
| 17. | Ndeikongela | Maulishiu |
| 18. | Ndimufitu | Shikalepo |
| 19. | Mvataimwe | Hishikushifiya |
| 20. | Patirio | Valombolo |
| 21. | Paulus | Shitana |
| 22. | Petrus | Haufiku |
| 23. | Petrus | Phillipus |
| 24. | Pius | Ipinge |
| 25. | Renastus | Gelalude |
| 26. | Simon | Bonifas |
| 27. | Simson | Shilunga |
| 28. | Tomas | Petrus |
| 29. | Zefelina | Thomas |
| 30. | Batista | Shazanale |
| 31. | Taati | Mongela |

10. NOGUEROSA 2

| | | |
|----|-----------|------------|
| 1. | Lazarus | Saul |
| 2. | Nicodemus | Kamati |
| 3. | Heneli | Shekuza |
| 4. | Bernard | Mudumbi |
| 5. | Lukas | Festus |
| 6. | Simeon | Stefanus |
| 7. | Shihepo | Jakob |
| 8. | Jonas | Naimbaga |
| 9. | Abraham | Shipopyeni |

.....10. Johannes Valombola


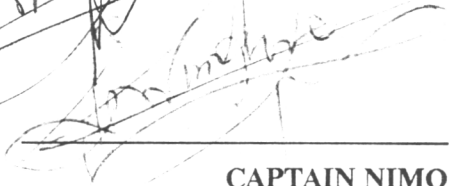


- | | | |
|-----|-------------|---------------|
| 10. | Johannes | Valombola |
| 11. | Andreas | Mutota |
| 12. | Denis Nande | Hamukanda |
| 13. | David | Hafeni |
| 14. | Ferdinand | Nalukaku |
| 15. | Teophilus | Shipoyeni |
| 16. | Phillipus | Nghifikepunye |

THUS DONE and SIGNED at _____ on this _____ day of _____ 1992.

AS WITNESSES:

1.
2.

CAPTAIN NIMO
PESCANOVA FISHING INDUSTRIES OF NAMIBIA (PTY) LIMITED and
SKELETON COAST TRAWLING (PTY) LIMITED
 he being duly authorised
 to sign on its behalf

THUS DONE and SIGNED at Windhoek on this 19th day
 of January 1993 (1992.)

AS WITNESSES:

1.
2.



JOHN PANDENI
 for and on behalf of
NAMIBIAN FOOD AND ALLIED WORKERS' UNION
 he being duly authorised
 to sign on its behalf



THUS DONE and SIGNED at
of

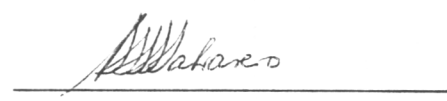
on this
1992.

day

AS WITNESSES:

1. J. Pines.....

2. H. Maharero.....



PAULINA MAHARERO
for and on behalf of
LUDERITZ BRANCH of the
NAMIBIAN FOOD AND ALLIED WORKERS' UNION BRANCH
she being duly authorised
to sign on its behalf

