

THE PLAYERS' AGENTS REGULATIONS

1. Definitions

The following definitions are applicable to these Regulations and Sub-Regulations:

- 11 **“Accreditation”** the process through which the Committee authorises an Agent to become accredited in terms of these Regulations and the adjective **“Accredited”** will bear the corresponding meaning as the verb;
- 12 **“Agent”** means a natural person who is accredited in accordance with these Regulations and who renders any of the following services:
- 1.2.1 introduces Players to a Rugby Body with the view to negotiate or renegotiate an employment Agreement; or who
- 1.2.2 introduces two Rugby Bodies to each other with the view to negotiate the transfer of a Player;
- 1.2.3 negotiates Player Agreements or amendments of, or additions to, Player Agreements with a Rugby Body on behalf of a Player, or negotiates the terms of transfer of a Player from one Rugby Body to another on behalf of a Player;
- 1.2.4 provides advice, counsel or assistance to Players with respect to the interpretation or application of Player Contracts or any other related agreements; and

- 1.2.5 solicits and / or secures on behalf of a Player promotional, marketing, endorsement or sponsorship opportunities, whether or not involving the Player's image rights.
- 13 **“the Committee”** means the player agent's committee, established in terms of Regulation 4 below and which is charged with formulating, implementing and enforcing the Sub- Regulations;
- 14 **“Club”** means a body or organization which is a member of, or affiliated to, a member of SARU;
- 15 **“the Code of Conduct”** refers to the code of conduct for Candidate Accredited Agents and Accredited Agents that forms part of the Sub-Regulations;
- 16 **“the Collective Agreements”** refers to the collective agreements between SARU and SARPA and SAREO from time to time;
- 17 **“General Meeting”** refers to a general meeting as described in clause 1.2.12 of the SARU Constitution;
- 18 **“Immediate Family”** means mother, father, brother, sister, stepmother, stepfather, stepbrother or stepsister of the Player;
- 19 **“Legal Practitioner”** means a Practicing Attorney of the High Court of South Africa, or an Advocate who is a member of the Bar Council in South Africa, or equivalent body.
- 1.10 **“License”** means a license in accordance with these Regulations.

- 1.11 **“Management”** means the following personnel, but not limited to elected officials of a Rugby Body, employees of a Rugby Body, the head coach, assistant coaches, team manager, trainers, strength conditioners, physiotherapists and doctors.
- 1.12 **“Member”** refers to a member of the Committee, appointed in terms of Regulation 4.1 below;
- 1.13 **“National Judicial Committee”** means the committee to which the Executive Council of SARU in terms of clause 17.13 of the Constitution of SARU has delegated its disciplinary powers in terms of clause 17.12.2 of the said Constitution, and otherwise, with the right to further delegate such powers to disciplinary committees or judicial officers;
- 1.14 **“Player”** means a rugby player under the jurisdiction of SARU, a province, an associate member, a rugby body or a club;
- 1.15 **“Player Agent Agreement”** means a standard agreement between a Player and an Agent as approved by the Committee from time to time;
- 1.16 **“Player Agent Workshop”** means a workshop conducted by the Committee as and when required and which all Agents are compelled to attend;
- 1.17 **“Player Agreements”** means a Player’s employment Agreement with a Rugby Body;
- 1.18 **“Candidate Accredited Agent”** means a person who is in training in order to become an Agent as described in clause 2 of the ACCREDITATION PROCESS;
- 1.19 **“Rugby Body”** means a union, associate member, club or similar organization which is a member of or is affiliated, directly or indirectly, to a member or associate

member of SARU; or a province or a corporate or incorporate association of provinces participating in the SANZAAR Super Rugby Competitions;

120 **“Rugby”** means the game of rugby union, played in accordance with the rules of World Rugby;

121 **“Rugby Union”** means the game of rugby union, played under the auspices and in accordance with the rules of World Rugby;

122 **“SAARA”** means the South African Association of Rugby Agents;

123 **“SANZAAR”** means an unincorporated joint venture between SARU, New Zealand Rugby Football Union Inc. and the Australian Rugby Union Ltd;

124 **“SAREO”** refers to the South African Rugby Employers’ Organisation;

125 **“SARPA”** refers to the South African Rugby Players Association;

126 **“SARU”** refers to the South African Rugby Union;

127 **“Super Rugby”** means the Super Rugby Competition, an international provincial rugby competition played annually in South Africa, New Zealand, Australia, Argentina and Japan involving teams from the senior provincial -, states - or franchise teams conducted under the auspices of SANZAAR.

128 **“the Regulations”** refers to the Player Agents’ Regulations;

129 “**the Sub-Regulations**” refers to the sub-regulations as developed, amended from time to time and adopted by the Committee and thereafter approved by the General Meeting; and

130 “**World Rugby**” refers to the entity that governs rugby union internationally, previously known as the IRB.

2. Interpretation

The following are applicable to the Regulations and Sub-Regulations:

21 Headings do not affect the interpretation of these Regulations;

22 Words signifying the singular number shall include the plural and vice versa; and

23 Words signifying the masculine shall include the feminine.

3. Preamble

The following are applicable to the Regulations and Sub-Regulations:

3.1 SARU acknowledges the need to create a regulatory framework for Agents that represent the Players who play Rugby in the Republic of South Africa in order to ensure minimum standards of service delivery to the Players and employers, ethical conduct and to ensure that accountability is maintained.

3.2 The Regulations and the Sub-Regulations are aimed at improving and maintaining the ethical conduct, quality and competence of Agents and holding them accountable to

the standards and rules set out in the Sub-Regulations, thereby serving the interests of the Players, SARU, SARPA and SAREO and Rugby Bodies and Rugby in general.

33 SARU undertakes to promote the enforceability of these Regulations and the Sub-Regulations by whatever other means at its disposal.

34 Words signifying the masculine shall include the feminine.

35 All fees payable shall be exclusive of VAT.

4. Establishment and Constitution of the Committee

4.1 The Committee will be comprised of one (1) representative each nominated by SARU, SAREO, SARPA, SAARA and a chairperson nominated by SARU and who shall be an independent Executive Committee member.

4.2 In the event that the chairperson is absent or is for any reason unable to act as the chairperson, the other members of the Committee shall be entitled to elect a temporary substitute chairperson to act as chairperson for as long as the chairperson is unable or unavailable to act as such.

4.3 In the event that the chairperson is absent or unable to act as such for a period exceeding 3 (three) months, SARU may nominate a replacement for him.

5. Functions of the Committee

The Committee will be responsible for:

5.1 implementing, managing, doing all such things as may be deemed necessary to promote the aims of and, where applicable enforcing compliance with these

Regulations and the Sub-Regulations;

- 52 supervising the Accreditation process, including determining who may be eligible to become Accredited and how those so eligible may become Accredited; and
- 53 establishing the content, composition of and nature of the annual compulsory Player Agent Workshop.
- 54 establishing the content, composition of and nature of the annual compulsory online test.
- 55 Grade the Agents based on criteria as decided by the Committee, including but not limited to the results of the on-line test and his disciplinary record.
- 56 The Committee will publish or cause to publish the grading of the Agents on the SARU website.

6. Persons disqualified from being members of the Committee

- 6.1 No person shall be appointed as a member of the Committee –
 - 6.1.1 Unless he is a citizen of and permanently resident in the Republic of South Africa;
 - 6.1.2 If he is an un-rehabilitated insolvent;
 - 6.1.3 if he has at any time been convicted (whether in the Republic of South Africa or elsewhere) of theft, fraud, forgery, perjury, corruption or any other offence involving any form of dishonesty; and/or
 - 6.1.4 if he is of unsound mind.

62 A member shall vacate his position on the Committee immediately upon meeting the disqualifications listed in 6.1.

7. Term of Office of Members of the Committee

7.1 A member, other than a member nominated by SARU shall hold office, subject to the provisions of Regulation 5, for a period of not more than 2 (two) years. A member shall be eligible for re-election after a period of 2 (two) years have elapsed from the date on which his previous term of office ended.

7.2 In the event that any member for any reason vacates his or her office the organisation that appointed that member shall be entitled to appoint a person to act in the place of such member.

8. Meetings and Decisions of the Committee.

8.1 The Committee will determine matters by majority vote.

8.2 The Committee will meet as often as is necessary to conduct business for the benefit of the Regulations or whenever the majority of the Members request that a meeting be held.

8.3 The quorum for a meeting of the Committee shall be a majority of its Members.

8.4 Meetings may be held via video conference or conference call, in the discretion of the Committee.

8.5 Resolutions of the Committee may be taken by way of a round-robin resolution, circulated amongst the Members in which event the resolution shall be unanimous.

86 Any meetings of the Committee not held via video conference, telephone conference or otherwise without the Members being physically present in the same location, will be held at such facilities as may be made available for this purpose by SARU from time to time, where it is most convenient for the Members to meet in person.

9. Remuneration of Members of the Committee

The Members will not be entitled to remuneration for their services to the Committee, but will be entitled to be reimbursed for fair and reasonable expenses incurred in the performance of their duties as Members.

10. Funds, accounting and Infrastructure of the Committee

101 The Committee's activities will be funded from the application and accreditation fees payable by Agents in terms of these Regulations and the Sub-Regulations and any penalties and fines imposed upon Agents.

102 The Committee shall utilise its funds for the defrayal of expenses incurred in the execution of its duties, such as the cost of testing Agents who apply for accreditation, disciplining Agents, processing applications, professional development, workshops, online tests, seminars, etc.

103 All funds collected shall be recorded by SARU in a separate ledger file.

104 As far as possible and insofar as it does not interfere with the independence of the Committee, the Committee shall utilise SARU's infrastructure for the performance of its duties. It shall liaise in this regard with SARU's legal manager within whose portfolio this function falls and such legal manager shall be responsible for all the day to day affairs of the Committee. As such, he shall be required to attend all meetings of the

Committee.

105 SARU's financial officer shall act as the accounting officer for the Committee. He shall:

10.5.1 keep full and proper records of all money received or expended and financial transactions of the Committee; and

10.5.2 as soon as possible after the end of each financial year-end prepare or cause to prepare management statements reflecting monies received and expenses incurred by the Committee for that financial year at the end of that financial year.

11. Sub-Regulations amended by the Committee

The Committee may amend the existing Sub-Regulations from time to time and shall refer the amendments to the General Meeting for review and adoption.

12. Exempt persons

121 The following persons will be exempt from becoming an accredited Agent:

12.1.1 a Player representing himself or a member of a Player's Immediate Family who wishes to represent, advise, counsel or assist a Player;

12.1.2 SARPA employees representing, advising, counseling or assisting a Player in the course of their duties as SARPA employees.

13. Accreditation

13. Functions performed only by Agents

13.1 Subject to the proviso immediately following, only an Agent may perform the

functions set out in Clause 1.2 above, and no Rugby Body, or person acting on behalf of a Rugby Body, shall negotiate with, or otherwise engage with, a person who is not an Agent and who is performing, or purporting to perform, any such functions; Provided that nothing contained herein shall prevent a Legal Practitioner, from performing the functions contemplated in Clause 1.2.4 in the ordinary course of such Legal Practitioner's professional practice; nor shall it prohibit a Rugby Body, or person acting on behalf of a Rugby Body, from communicating or engaging with a Legal Practitioner performing the functions contemplated in Clause 1.2.4.;

132 The Committee will not allow any person to become accredited unless such person meets the requirements of these Regulations and the Sub-Regulations.

133 The requirements to be met and maintained and the process to be followed by a person to be eligible for and to acquire accreditation are set out in THE AGENT CRITERIA FOR ACCREDITATION AND ACCREDITATION PROCESS.

PLAYER AGENTS SUB-REGULATIONS

1. Dealing with Rugby Bodies

1.1 Subject to Regulation 12 above, Rugby Bodies are not allowed to negotiate a Player Agreement or other employment Agreement or provide consent for the use of a Player's image rights in any commercial activity, with a person who is not an Agent.

1.2 Rugby Bodies must satisfy themselves that the person they are dealing with is an Accredited Agent;

1.3 Before any negotiation of a Player Agreement or employment Agreement on behalf of a Player, the Agent must, on request, provide the Rugby Body with his business card type license of the applicable year, issued by the Committee.

2. Denial and cancellation of Accreditation and License

- 2.1 The Committee shall deny an applicant to become a Candidate Accredited Agent if he does not meet the eligibility criteria referred to in the Agent Accreditation Criteria and Accreditation Process. The Committee shall notify the applicant in writing if his application has been denied by the Committee and the reasons therefor. The decision of the Committee is final.
- 2.2 An Agent who, after his Accreditation, fails to meet the eligibility criteria referred to in the Agent Accreditation Criteria and Accreditation Process may forfeit his license as determined by a Judicial Officer/Disciplinary Committee in accordance with the SARU Disciplinary and Judicial Regulations.
- 2.3 Should the license of the Agent be cancelled, the Committee will notify the Agent in writing.
- 2.4 During the period which the Agent has forfeited his license, a Player who has a Player Agent Agreement with such Agent may cancel the agreement forthwith by giving the Agent written notice.
- 2.5 Should an Agent not attend the compulsory Professional Player Agent Workshop without written permission from the chairman of the Committee, or his nominee, he will pay a monetary fine of R2000 (two thousand rand only).
- 2.5 Should an Agent not complete the annual online test as required by the Committee, the Agent pay a monetary fine of R5000 (five thousand rand only).

3. Judicial

- 3.1 An Agent, Player, SAREO, SARPA, Rugby Body or any other party with a vested interest

may notify Committee SARU in writing of any alleged act of contravention of the Regulations, Sub-Regulation, Player Agent Code of Conduct or alleged breach of a Standard Player Agent Contract.

3.2 This notification shall as far as possible include evidence substantiating a *prima facie* case.

3.3 To be valid, such notification must be made in writing, set out full details of the alleged breach, contravention or offence and must be received by Committee and SARU not later than 20 (twenty) days following the notifying Agent, Player, SAREO, SARPA, Rugby Body or any other party with a vested interest having knowledge of the alleged breach, contravention or offence. Notification after the 20-day period may be condoned or may be extended by the Chairman of the National Judicial Committee on written application and on good cause shown. The decision of the Chairman of the National Judicial Committee shall be final.

3.4 SARU will deal with the complaint in terms of Regulation 5.1 of the SARU Disciplinary and Judicial Regulations.

4 Complaint Resolution Process

In the event of a complaint involving for instance restitution, the following shall apply:

4.1 An Agent, Player, SARPA, SAREO, Rugby Body or any other party with a vested interest shall notify SARU in writing of the complaint.

4.2 On receipt of the complaint in 4.1 above SARU may, in an attempt to resolve the matter by agreement, refer the matter for facilitation.

4.3 The complainant must disclose full details of the dispute at the time of filing the dispute or within 7 (seven) days after being requested to do so by SARU. SARU shall

request the counter party to respond in writing within 7 (seven) days setting out in detail their answer to the dispute.

- 4.4 The dispute shall be referred to a facilitator appointed by the Chairman of the National Judicial Committee or his nominee where after SARU shall determine a time date and place for the resolution process.
- 4.5 Should the parties reach an agreement, the terms will be reduced to writing and signed by both parties.
- 4.6 In the event of the complaint remaining unresolved for a further period of fourteen (14) days after the facilitation process, the parties may agree to refer the dispute for arbitration in terms of clause 5.4 of the SARU Disciplinary and Judicial Regulations.

5. FEES

The following fees apply to the application for Accreditation as an Agent:

- 5.1 Application fee: R1 000 (one thousand rand)

Upon receiving the application form and fee, the Committee who convenes quarterly will assess the merits of the application and whether he qualifies to become a Candidate Accredited Agent and to enter the examinations. This fee is non-refundable, irrespective of whether the Committee approves of the application or the applicant qualifies to enter the examination, or whether the applicant fails the examination or re-examination (if applicable), or whether the applicant is successful.

- 5.2 First time Accreditation Fee: R25 000 (twenty-five thousand rand)

The first time Accreditation Fee will be payable after having been successful with the examination.

Two Player Agent Examinations per annum should be held during a year.

Should the applicant fail an examination, he will be eligible to re-write the examination at the next examination date.

5.3 Second Year and thereafter

5.3.1 An annual License Fee of R5 000 (five thousand rand) is payable by all Agents not later than 30 December of each year.

5.3.2 Should the Agent fail to pay the License Fee on the due date, the License will be suspended and the Agent will not be allowed to operate as an Agent, however, the Agent will not by virtue of non-payment lose his Accreditation. The name of the Agent will be removed from the list of Licensed Agents until he has regained his License. Until such time the Agent may not fulfil any duties of an Accredited Agent.

5.3.3 Should the License Fee remain unpaid for a period of 3 (three) months after due date, the Committee may invite the relevant Agent to provide written and/or oral submissions as to why his accreditation should be upheld, with or without conditions, or why it should not be cancelled.

5.3.4 The Committee, after having considered the submissions of the Agent, may in its sole discretion, decide to uphold the accreditation with or without conditions, or to cancel the accreditation of the Agent. The decision of the Committee shall be final.

6. PROFESSIONAL DEVELOPMENT

6.1 An Accredited Agent must maintain and improve his professional development by:

6.1.1 maintaining a sound knowledge of the World Rugby Bye-Laws and Regulations

Relating the Game, SARU Constitution, Regulations and Code of Conduct, SANZAAR Regulations and decisions, including the Player Agent Code of Conduct and the SARU Player Agent Regulations;

- 6.1.2 keeping abreast with the annual developments in the Collective Agreements and Player Agreements annually negotiated between SARPA and SAREO and comply with the developmental requirements set from time to time by the Committee;
- 6.1.3 Attending the compulsory annual Professional Player Agent Workshop arranged and conducted by the Committee; and
- 6.1.4 Completing the compulsory annual on-line test as devised and conducted by the Committee.

7. PLAYER AGENT AGREEMENT

- 7.1 Prior to representing, advising, counseling or assisting a Player, an Agent must have a written Player Agent Agreement with the Player he intends to represent, advise, counsel or assist.
- 7.2 Pertaining to agreements between an Agent and a Player between the age of 16 and 18 years the following shall apply:
 - 7.2.1. The player's parent or legal guardian has to sign the agreement on behalf of the player;
 - 7.2.2 the Agent shall not receive any form of remuneration, including commission;
 - 7.2.3 the player shall not have obligations emanating from the Agreement;

- 7.2.4 the agreement shall not contain an option to enter into a Player Agent Agreement with the player when he reaches the age of 18 years;
- 7.2.5 the duration of the agreement shall not exceed two (2) years;
- 7.2.6 the termination date of the agreement shall not extend beyond the day the Player turns 18 years of age; or
- 7.2.7 such agreement shall not place any obligation on the Player after reaching the age of 18 years, including but not limited to an undertaking, promise, agreement, or an option to enter into a Player Agent Agreement.
- 7.3 The Player Agent Agreement shall state at least the following:
 - 7.3.1 Its duration, which may not be for a period of longer than 2 (two) years and may not automatically be renewable or extendable for a further period;
 - 7.3.2 Who is responsible for paying the Agent, how much and when;
 - 7.3.3 The names of the parties to the agreement;
 - 7.3.4 The date of signature of the Agreement;
 - 7.3.5 The date of commencement of the Agreement;
- 7.4 The Player Agent Agreement may be terminated by the Player or the Agent by giving 4 (four) month's written notice. For the avoidance of doubt, during the notice period the Player may not be represented by any other Agent.
- 7.5 The Agent shall be obliged to retain a true copy of each Standard Player Agent

Agreement concluded by him with a Player for a period of at least 2 (two) years after the Player Agent Agreement terminated.

- 7.6 The Agent must provide a signed copy of the Standard Player Agent Agreement to the relevant Player within fourteen (14) days after written request by the Player. The Agent must provide to the Committee, on request for whatever reason, a signed copy of the Standard Player Agent Agreement.
- 7.7 The Agent shall not be entitled to any fees other than the fees payable by the Player to the Agent pursuant to the Standard Player Agent Agreement entered into between them.
- 7.8 In the event of an Agent's License being cancelled, suspended or revoked for whatever reason the Committee shall advise the Player and the Agent accordingly where after the Player may terminate the agreement forthwith in writing. The Player remains liable for all fees due to the Agent.
- 7.9 As soon as an Agent's Accreditation is cancelled, the Player Agent Agreement between the Agent and the Player(s) shall be null and void as from date of cancellation. The Player remains liable for all fees earned up to the date of cancellation of the Agent's Accreditation.

8. AMENDMENTS TO THE SUB-REGULATIONS

- 8.1 The Committee may from time to time develop and adopt these Sub-Regulations and the Code of Conduct and shall refer same to the General Meeting for approval.
- 8.2 The Committee shall ensure that the amended Sub-Regulations are available on the SARU website and Agents will be notified when it is placed on the SARU website.

8.3 Agents will be bound by such amendments from the date on which the amended Sub-Regulations are placed on the SARU Website.

8.4 The Committee will ensure that when Agents apply for Accreditation, they are furnished with the latest version of the Sub-Regulations for acceptance and that they are always required to accept the latest version thereof upon the granting of their Accreditation.

9. INTERNATIONAL AGENTS

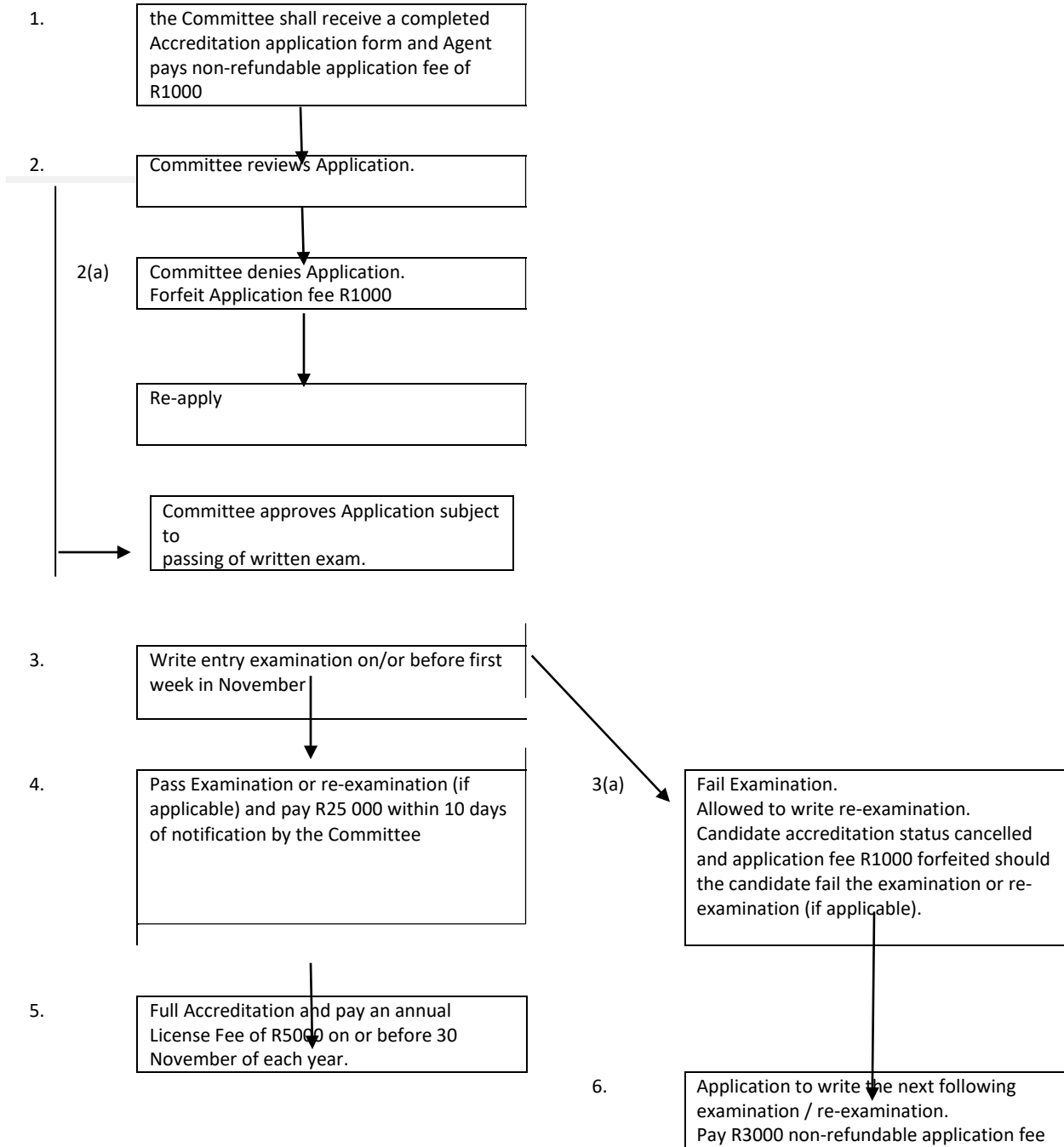
Agents who are not accredited in South Africa but who are licensed to act as an agent outside South Africa shall only be entitled to perform the services of an Agent (as defined) through an accredited Agent in the Republic of South Africa, failing which the consequences provided for in Sub-Regulation 1.1 will ensue.

10. REPRESENTATION BY THE PLAYER HIMSELF OR BY IMMEDIATE FAMILY

Nothing in these Sub-Regulations shall restrict the Player's right to represent himself or to be represented by his Immediate Family.

AGENT ACCREDITATION PROCESS

ACCREDITATION OF A NATURAL PERSON



**AGENT ACCREDITATION CRITERIA
AND
ACCREDITATION PROCESS**

Any natural person desirous of acting as an Agent shall apply in writing to the Committee to have him accredited as such. The Committee shall decide whether the applicant fulfills the basic requirements to obtain Accreditation. The Committee will apply the following criteria:

1 Eligibility

Unless otherwise determined by the Committee, in order to be granted and to maintain Accreditation, an Agent must:

- 11 satisfy all eligibility criteria in accordance with the Regulations and the Sub-Regulations as at the time of applying for Accreditation;
- 12 be eighteen (18) years or older;
- 13 not make any false or misleading statements of a material nature in the application for Accreditation;
- 14 subject him- or herself to the Regulations, the Sub-Regulations or any amendments thereto;
- 15 not have a pending criminal charge(s) or have been convicted of any criminal offence (except traffic offences) or been a defendant in any civil proceedings in which a final judgment was made against the Agent involving fraud, forgery, corruption, theft, embezzlement, misappropriation of funds, breach of fiduciary duty, professional negligence or legal malpractice;

- 16 not have been disqualified or suspended from any profession;
- 17 not have misappropriated funds, or engaged in other specific acts such as embezzlement, corruption, theft, fraud, bribery or related unlawful activities which would render him/her unfit to serve in a fiduciary capacity on behalf of Players;
- 18 have no previous conviction for legal proceedings brought against the Agent by a Player, Players' Association, SARU, Rugby Body or governing body of a sport;
- 19 have no conflict of interest e.g. the Agent must not be employed, nor be an elected official of a Rugby Body or SARU.
- 1.10 agree to be subject to and comply with the IRB Bye-Laws and Regulations Relating to Rugby, SARU Constitution, Regulations and Code of Conduct, World Rugby SANZAR Regulations and decisions, including the Agents' Code of Conduct and the Player Agents Regulations in force from time to time.

2 Application

- 2.1 Any applicant applying for Accreditation for the first time shall be allowed to do so at any time.
- 2.2 Each applicant applying for Accreditation shall apply in the form and manner prescribed by the Committee from time to time.
- 2.3 Each applicant must pay the application fee prescribed by the Committee from time to time.

- 24 The Committee in its sole discretion will either approve or reject the application.
- 25 Should the Committee approve the application, the applicant will be become a Candidate Accredited Agent.
- 26 Should the Committee reject the application, the Committee will advise the applicant accordingly and if necessary, provide reasons for the decision.
- 27 The Committee will retain information submitted by an applicant for Accreditation and will use that information for the purposes of administering the Regulations. The Committee may provide such information to, SARPA and SAREO on request.
- 28 Each Agent must disclose to the Committee any change to the information contained in their application for Accreditation within two (2) weeks of such change.
- 29 Any applicant who, for whatever reason has to apply for Accreditation a second time or more, has to pay a further application fee for each further application, which amount will be determined by the Committee from time to time.
- 2.10 Applications shall be considered at the meetings of the Committee, preferably on a quarterly basis.

3. The following criteria will be taken into account when considering the application:

- 3.1 Appropriate secondary qualification;
- 3.2 Involvement in rugby, including but not limited to administration, playing, coaching and refereeing;
- 3.3 Involvement in another professional sport;

- 3.4 Appropriate courses undertaken;
- 3.5 Credit bureau record; and
- 3.6 Employment with an Agent which period, or part thereof may be discounted against the compulsory one (1) year internship as a Candidate Accredited Agent.

4. Candidates may be interviewed by the Committee, except where the Committee decides otherwise.

5. **Awarding Accreditation**

5.1 Only natural persons may be granted Accreditation.

5.2 In the event that an Accreditation is suspended, revoked or cancelled, the Agent shall not be entitled to a refund of any fees paid unless the Committee, in its sole discretion, decides otherwise.

5.3 An Agent may organise his occupation as a business as long as the Agent's employees work are restricted to administrative duties connected with the business activity of an Agent. Only the Agent himself is entitled to represent and promote the interests of Players.

5.4 The annual license fee is payable on or before 30 December of each year, failing which the Agent will forfeit his license.

6. List of Accredited Agents

- 6.1 The Committee must maintain a register, to be kept at the offices of SARU, listing Agents who are currently Accredited.
- 6.2 The register is to show in respect of each Agent:
- 6.2.1 his full name;
 - 6.2.2 any business name of the Agent or his employer and the shareholders of members of the close corporation or directors where applicable;
 - 6.2.3 the address of the principal place of business of the Agent;
 - 6.2.4 contact details of the Agent;
 - 6.2.5 the date on which he was Accredited;
 - 6.2.6 proof of payment of annual fees;
 - 6.2.7 proof of attendance of all required Player Agent Workshops;
 - 6.2.8 particulars of any disciplinary action taken against that Agent; and
- 6.3 The Committee shall provide and publish on the SARU website, a list of Agents who are currently accredited in accordance with these Regulations and in which category they are.

6.4 The register and the particulars listed in this clause 8 will also be made available to SARPA and SAREO.

7 **Cancellation of Accreditation**

An Accredited Agent may cancel his Accreditation at any time by notice in writing to the SARU and the Committee. No refund of any fees shall be paid to an Agent who cancels his Accreditation under these Regulations. He shall return his/her license card to the Committee.

AGENTS' CODE OF CONDUCT

1. The Agent acknowledges that he is bound by and will at all times comply with and act in accordance with South African law, World Rugby Bye-Laws and Regulations Relating to the Game, SARU Constitution, Regulations and Code of Conduct, decisions of SARU and Regulations and decisions of SANZAAR.
2. The Agent will not be entitled to use the World Rugby, RWC Ltd, SANZAAR, SARU, SARPA or any Rugby Body's trademarks in connection with himself or his business in any manner other than expressly authorised by them.
3. The Agent shall familiarise himself with the Regulations and the Sub-Regulations and abide by the provisions contained therein as if each and every obligation therein imposed upon the Agent has been incorporated into this Code of Conduct.
4. The Agent will at all times and without exception act in the legitimate best interests of any Player that he represents and will at all times deal with the Player and all third parties honestly, diligently and fairly.
5. The Agent shall at all times only represent a Player with whom he has concluded an Player Agent Agreement.
6. Where an Agent establishes contact with a Player with whom he does not have an Player Agent Agreement (or similar agreement), with the intention to for instance represent, advise, counsel or assist the Player, he shall firstly ascertain from the Committee or SARU whether the Player has an existing Player Agent Agreement with any other Agent.
7. The Agent will act in a professional manner and with honesty and integrity in his dealings with any Rugby body concerning a Player he represents.
8. The Agent shall not provide materially false or misleading information to any Player, Rugby Body or the Committee in the context of recruiting a Player as a client or in the

course of representing a Player as his Agent and shall take all reasonable steps required to verify information so provided as both true and correct.

9. The Agent shall not act on information received pertaining to a Player in the context of recruiting the Player as a client or in the course of representing a Player without having taken all reasonable steps required to verify information so provided as both true and correct.
10. The Agent shall ascertain whether the Player is a South African citizen and if not, whether the Player is in possession of all the required documents and/or permits from the relevant Governmental Departments and advise a prospective employer Rugby Body accordingly.
11. The Agent will not offer money or material goods directly or indirectly, nor discounts or any other benefit through any third party to or for any Player so as to induce him/her to sign a Player Agent Agreement with the Player.
12. The Agent will not approach a Player who has not yet reached the age of eighteen (18) years to sign an Agency Agreement, or any other agreement with the same objects, without the presence of such Player's guardians.
13. An Agent shall not be allowed to enter into an agreement with a player between the age of 16 and 18 years and his parent or legal guardian in terms whereof:
 - 13.1 he will receive any form of remuneration, including commission;
 - 13.2 the Player will have obligations emanating from the Agreement;
 - 13.3 he is awarded an option to enter into an Agency Agreement when the player becomes 18 years old;
 - 13.4 the duration of the agreement exceeds two (2) years;
 - 13.5 the termination date of the agreement extends beyond the day the Player turns 18 years of age; or
 - 13.6 such agreement places any obligation on the Player after reaching the age of 18 years, including but not limited to an undertaking, promise, agreement, or an option to enter into a Player Agent Agreement.

14. The Agent will not conceal or withhold any information from any Player that he represents which relates to that Player's employment, commercial opportunities or the Player's individual Agreement negotiation.
15. No Agent will agree to act as an Agent for a Player where that Player is represented by another Agent.
16. Once an Agent establishes that a Player is contracted to another Agent, he shall refrain from doing anything which could potentially harm or negatively influence the relationship between the Player and his Agent, provided that merely informing a player of the agent's usual services shall not constitute conduct that could potentially harm or negatively influence the relationship between the agent and the player.
17. Before entering into a Player Agent Agreement with a Player, the Agent will disclose in writing to the Player any arrangement, understanding, Agreement, agreement or Agreement of employment that he has with a Rugby Body or SARU.
18. The Agent will provide the Committee and/or SARU with all material that it deems relevant with respect to any inquiry it is making and in all other respects co-operate fully with the Committee and/or SARU.
19. The Agent will comply with all provisions of the Player Agent Regulations and unconditionally and irrevocably acknowledge that he is bound to the provisions and sanctions thereof in as far as they are applicable to him in his capacity as an Agent.
20. An Agent will under no circumstances induce, assist or encourage a Player to breach the terms and conditions of his Player Contract or Player Agent Agreement.
21. The Agent will establish and maintain, throughout the period of representation, and for a period of not less than two (2) years after the conclusion of representing a Player, a comprehensive file and/or record of all services performed including but not limited to notes and memoranda regarding Agreement negotiations, fee and representation agreements, Player Agreements and Standard Player Agent Agreements and to deliver same to the Player at his written request.
22. The Agent will not engage in any other activity which creates an actual or potential conflict of interest in the effective representation of a Player. It is recorded, however,

that the representation of two (2) or more Players who play in the same position by the same Agent shall not in itself be deemed to create a conflict of interest, provided that the Agent discloses this fact to such Players as soon as practicable after the Agent becomes aware thereof.

23. The Agent will not represent, directly or indirectly to anyone that the Committee, through Accreditation or any other action has endorsed or recommended him over and above other Accredited Agents.
24. The Agent will not be entitled to use the IRB, RWC Ltd, SANZAR, SARU, SARPA or any Rugby Body's trademarks in connection with himself or his business in any manner other than expressly authorised by them.
25. An Agent may not act for a Player or Rugby Body in the same negotiations nor solicit or accept any fees, commissions, money or any other benefit from a Rugby Body in relation to the conclusion of a Player's Contract. However, this undertaking will not prevent an Agent to, with the express consent of the Player he represents and which consent will be communicated in writing to the Rugby Body, have commission due and payable to an Agent by a Player. The commission may be deducted from the Player's salary and paid directly to an Agent by the Rugby Body, should the Rugby Body and the Player agree thereto.
26. The Agent shall inform the Committee or SARU as soon as he is criminally charged and of any criminal conviction against him.
27. The Agent may not misappropriate funds, or engage in other specific acts such as embezzlement, corruption, theft, fraud, bribery or related unlawful activities which would render him unfit to represent a Player's interests.
28. The Agent may not engage in any conduct that does or could impact upon his credibility, integrity or competence to serve in a fiduciary capacity on behalf of a Player.
29. The Agent is aware thereof that should he breach any of the terms and conditions of this Code of Conduct, he shall be subject to the disciplinary provisions prescribed in the SARU Disciplinary and Judicial Regulations and the Agent expressly acknowledges and

he consents to the jurisdiction of SARU to act in terms of the SARU Disciplinary and Judicial Regulations in this regard.

30. That Agent shall not comment or disclose any details about Player Contract negotiations until such negotiations are finalized and concluded and without the prior written consent of the parties involved in such negotiations, including the Rugby Body.
31. The Agent shall at all times, when representing a Player, be in possession of a business type license card issued by the Committee on an annual basis, which shall serve as proof of his Accreditation.
32. The Agent shall be obliged to attend the any Player Agent Workshops arranged by the Committee, unless he has been excused from doing so by the Committee.
33. The Agent will advise the Committee and SARU of any violations by a Rugby Body or a Player of a Player's Contract, the Collective Agreements or any other employment Agreement.
34. The Agent shall maintain a sound knowledge of the SARU, SANZAR and IRB Regulations.
35. The Agent will, on a quarterly basis disclose to SARU the names of all Players with whom the Agent has an Agency Agreement.
36. The Agent will not allow any person employed by him or acting on his behalf and who is not an accredited Agent to render the Services of an Agent
37. The Agent will pay the annual license fee and all other fees provided for in the Sub-Regulations.
38. The Agent will on request from the Committee, for whatever reason, provide the Committee with a signed copy of the Player Agent Agreement.
39. The Agent will not approach any Player who is under a Player Contract with the aim of persuading him to terminate his Contract prematurely or to violate any obligations stipulated in the Player Agreement. It shall be presumed, unless the contrary is proven, that any Agent involved in a contractual breach committed by a Player without just cause has induced such breach.

40. The Agent shall ensure that his name, signature and the name of the Player appears in any Player Contract which results from his intervention.
41. The Agent shall maintain financial records of his business activities and, when requested to do so, produce such records to the Committee or allow the Committee to inspect them.
42. Only an Accredited Agent may perform the service of an agent.

I HAVE READ THIS CODE OF CONDUCT, THE REGULATIONS AND THE SUB-REGULATIONS. I UNDERSTAND AND ACCEPT EACH AND EVERY OBLIGATION THEREIN IMPOSED UPON ME. I AGREE TO ABIDE BY THESE PROVISIONS AND TO PERFORM MY SERVICES AS AN AGENT STRICTLY IN ACCORDANCE THEREWITH AND SUBJECT MYSELF TO THE AUTHORITY OF THE AGENT'S COMMITTEE, AS PROVIDED FOR IN THE REGULATIONS.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20... .

SIGNATURE: _____

FULL NAMES: _____

IDENTITY NUMBER: _____

(IF APPLICABLE):

ADDRESS: _____