

ANNEXURE A

PERFORMERS AGREEMENT FOR INTERNATIONAL MEDIA CONTENT 2023 - SCHEDULE

(To be read in conjunction with the Standard Terms and Conditions of the Performers Agreement and any Applicable Addendums)

© Copyright in this contract is owned by the Commercial Producers Association of South Africa (CPA) This contract may only be used if it has been expressly provided to the parties hereto by a facilitator who is a registered CPA member. Where the facilitator providing this contract is not a registered CPA member any use thereof will constitute a breach of the Copyright Act and may constitute a criminal offence in terms of S27 of the Copyright Act 98 of 1978. All registered CPA members are listed on the website for the Commercial Producers Association (<https://cpasa.tv/members/>).

Insert Picture Here

Between

(Hereinafter called "Practitioner")

And

(Hereinafter called "Performer")

S1 PARTIES:

This contract may not be shared with any party / person / organization other than those reflected herein. All negotiation around the contents herein are to be managed by the contracting parties and no contracting party is able to cede their rights to any outside party, unless agreed to by all parties herein, in writing.

All details of all contractual parties need to be completed in entirety. Any contractual party may reject this contract if all details are not completed.

S1.1 PRACTITIONER:

ADDRESS:		NAME:	
DESIGNATION:		TEL NO:	
E-MAIL:		E-MAIL:	
IN ABSENTIA:			

S1.2 PERFORMERS AGENT / PERFORMER:

ADDRESS:		NAME:	
DESIGNATION:		TEL NO:	
E-MAIL:		E-MAIL:	
IN ABSENTIA:			
INDUSTRY ORGANISATION:	NAMA / PMA / SAPAMA / N/A		

S1.3 FACILITATOR:

ADDRESS:		NAME:	
DESIGNATION:		TEL NO:	
E-MAIL:		E-MAIL:	
IN ABSENTIA:			
INDUSTRY ORGANISATION:	CPA		

S2 PAYMENT STRUCTURES:

S2.1 The Practitioner is always responsible for payment of all applicable Daily Performance Fees, all applicable Usages and any negotiated renewals, additional media or territories. The Practitioner is liable for all payments due in relation to this contract and campaign.

Should any payments be made, on behalf of the Practitioner, by another party, please detail the relevant party below:

INITIAL PAYMENTS:			
FACILITATOR:	X	OTHER:	
ORDER NUMBER:		CONTACT DETAILS:	
RENEWAL PAYMENTS:			
FACILITATOR:	TBC	OTHER:	
ORDER NUMBER:		CONTACT DETAILS:	

S3 DETAILS OF COMMERCIAL:

S3.1 ADVERTISER:									
S3.2 PRODUCT / SERVICE / CAUSE:									
S3.3 TITLE OF MEDIA CONTENT:									
S3.4 NATURE / DESCRIPTION OF PERFORMANCE:									
S3.5 DATE OF FIRST BROADCAST / PUBLICATION:									
S3.6 PRACTITIONERS JOB NUMBER:									
S3.7 DATE & PLACE OF PERFORMANCE:									
S3.8 PREP DATES:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">CALL BACKS:</td> <td style="width: 50%;"></td> </tr> <tr> <td>MAKE UP / WARDROBE:</td> <td></td> </tr> <tr> <td>REHEARSALS:</td> <td></td> </tr> <tr> <td>TRAVEL:</td> <td></td> </tr> </table>	CALL BACKS:		MAKE UP / WARDROBE:		REHEARSALS:		TRAVEL:	
CALL BACKS:									
MAKE UP / WARDROBE:									
REHEARSALS:									
TRAVEL:									
S3.9 SHOOT TYPE:	Normal / Night Shoot								
S3.10 DANGEROUS WORK DETAILS:									
S3.11 INSURANCE BY PRODUCTION COMPANY:									

S4 REMUNERATION:

S4.1 **DAILY PERFORMANCE FEE (DPF):**

DAILY PERFORMANCE FEE - ADDITIONAL DAYS (Must be negotiated): Y / N:

DPF Performers Fee (Non-vatable Service; Subject to Income Tax)

Agency Booking Fee on DPF (Vatable Service Fee; Not subject to Income Tax)

S4.2 **PERFORMANCE FEES:**

Number of Rehearsal Days @ 50% DPF		Totalling	
Number of Travel Days @ 50% DPF		Totalling	
Number of Down Days @ 50% DPF		Totalling	
Number of Shoot Days		Totalling	
Number of Shoot Nights @ 150% DPF		Totalling	
TOTAL PERFORMANCE FEE:			
Total Performers Fee (Non-vatable Service; Subject to Income Tax):			
Total Agency Booking Fee (Vatable Service Fee; Not subject to Income Tax):			

S4.3 MEDIA USAGE DEFINITIONS:

All Media	Broadcast TV Media, Closed Circuit TV Media, Cinema Media, Exhibition, Out-Of-Home Media, Point-Of-Sale Media, Internet, Physical + Digital formats, Ancillary/Publicity Materials, Printed media, Packaging Materials, Still Images, Promotional Merchandise, Radio. (Covers 1 Media Content, 3 Stills Images & 3 Frame Grabs from Moving Images)
All Moving / Electronic Media	Broadcast TV Media, Closed Circuit TV Media, Cinema Media, Exhibition, Out-Of-Home Media, Point-Of-Sale Media, Internet, Physical + Digital formats, Ancillary/Publicity Materials. (Covers 1 Media Content & 3 Frame Grabs from Moving Images)
All Stills / Static Media	Exhibition, Out-Of-Home Media, Point-Of-Sale Media, Internet, Physical + Digital formats, Ancillary/Publicity Materials, Printed media, Packaging Materials, Still Images, Promotional Merchandise. (Includes 3 Stills Images)
All Non-Broadcast Media	Internet, OOH (no Print) (no TV), Closed Circuit TV Media, Cinema Media, Exhibition, Electronic stills displays, Out-Of-Home Media (includes stills displays on lifts), Point-Of-Sale Media, Physical + Digital formats, Ancillary/Publicity Materials. (Covers 1 Media Content & 3 Frame Grabs from Moving Images)
Internet Media (Digital / Online)	The Internet, as made available or accessed via any platform or technology now known or hereafter invented, including via mobile phone technology, downloadable files, streaming formats, third-party links, blogs, social media, digital apps and distribution via email. These include but are not limited to Digital Media, E-Commerce Platforms, Brand Websites, Digital Apps, Websites, YouTube Prerolls, TikTok, Instagram, Facebook, Twitter, Linked In and SnapChat. (Covers 1 Media Content & 3 Frame Grabs from Moving Images OR 3 Stills Images). Does not include TV.
TV / Broadcast Media	All forms of Pay TV, free-to-air TV, network TV, National Broadcast TV, TV over internet, TV over mobile, cable TV, satellite TV, Terrestrial TV, subscription TV, digital or analogue.
Closed Circuit TV Media	Video-on-demand and in-flight media channels. Included in TV Usages
Cinema	Paid cinema placement.
Online Stills	Photographs and still images intended specifically for use on the internet.
Printed Media	All forms of print advertising and static communications, including without limitation, consumer and trade publications, brochures, posters, visual identity, signage, retail display.
Exhibition / Public Location	All forms of exhibition including trade shows, theatrical and cinematic screenings, free or public paid events or any event owned, operated or sponsored by the company. ie use of the material in a public space - Forecourt, Stadium
Promotional Merchandise	All forms of promotional merchandise (distributed for free or sold at a reduced price in conjunction with the sale of Company's products and/or used in Company's marketing or loyalty programs) created by the Company, its subsidiaries or bottlers for resale or promotional use.
Ancillary & Publicity Materials (No Charge)	Audio and audio/visual recordings of interviews, behind-the-scenes activity, customary "B-roll" footage, publicity photographs, biographical and personal information.
Point of Sale (Per POS)	All media seen at a point of purchase, whether static or motion video, including retail display, electronic vending panels, in-store display, menu board display, point-of-sale. Per POS @ 50%. A POS is either 1 media content or 3 stills images used on a single POS Medium.
Out-of-Home (OOH)	Digital / Electronic / Moving Media that focuses on marketing to consumers when they are "on the go." OOH falls into 3 main categories - Billboards, Street Furniture and in transit. This does not include Public Location or POS elements.
Trade Use	All agency/production/technicians/artist showreels and/or stills on internet (websites and social media pages), use in trade print publications or on trade websites which aim to promote the work of the agency/production company/technician/artist as opposed to advertising the product.
Packaging Material	Product packaging including without limitation, bottles, cans, cups, all forms of secondary packaging, bulk packaging, shipping and carting materials.
Radio	All forms of radio, digital or analogue.
Direct Digital Marketing	Distribution via E-mails, MMS and Free Downloads
Social Media	Interactive computer-mediated technologies that facilitate the creation or sharing of information, ideas, career interests and other forms of expression via virtual communities and networks eg Facebook, Instagram, Pinterest, Tumblr, Snap Chat, Tik-Tok, Twitter, YouTube. Included in Internet Use.
Geo Blocking	Geoblocking is the system used to limit your access to the internet, based on your geographic location. Content producers must limit access to a particular location, mainly because of licencing, copyright, price discrimination or to block illegal content. Done by VPN services.
Behind the Scenes	If the performer is not featured in the Media Content, he/she should not be recognizable in behind-the-scenes footage.
Archival Use Online	Archival use by the Advertiser/Practitioner, after usage rights have expired, is free of charge provided that the following is adhered to: 1. Advertisers' website: Material (commercial and stills) can be viewed on the client's website after expiry of usage rights provided that the material has been moved to a different page of the website and is clearly labelled as "Archival", "Previous campaigns" or "History" and no longer constitutes an active online ad. If the material (commercial and stills) is reposted, is not labelled as archival, or constitutes an active online ad, 100% of the internet usage fee will be applicable. 2. Social Media Sites (Facebook, Instagram, Tik Tok, LinkedIn, Twitter and all other social media or social networking sites): Material (commercial and stills) may remain on social media history feeds after expiry of usage rights provided it is not reposted after the licencing period and is no longer an active online ad. If the material (commercial and stills) is reposted or constitutes an active online ad, 100% of the internet usage fee will be applicable. 3. Video Sharing Service Sites (YouTube, Vimeo, Utreon, Dailymotion, Twitch and all other video sharing service sites): At the end of the licencing period, video content must be made inaccessible to the public by either being removed or set to private. If the material is reposted after the licencing period has expired, remains in the public domain, or if it constitutes an active online ad, 100% of the internet usage fee will be applicable.

S4.4 USAGE CALCULATION BASE FEE (To be used for all Usage, Renewal, Additional Media and Additional Territory Calculations) :				
All Usages to be negotiated as a % of above usage calculation fee prior to being used. Usage Media are defined above. Media will be calculated on the Primary Media - All Media - percentage as per the Usage Tables ie One Media @ 50% of All Media percentage				
Media	Territories	Usage Period	Usage %	Usage
All Media				
All Moving / Electronic Media				
All Stills / Static Media				
TV / Broadcast Media				
Internet (Digital Online)				
Closed Circuit TV Media				
All Non-Broadcast Media				
Cinema				
Printed Media				
Exhibition / Public Location				
Promotional Merchandise				
Point of Sale				
Out-of-Home				
Physical / Digital Format				
Packaging Material				
Other				
Other				
Other				
FULL USAGE FEE:				
USAGES GUARANTEED - Yes / No:				
GUARANTEED USAGES DISCOUNT @				
TOTAL USAGE FEE:				
Performers Usage Fee (Non-vatable Service; Subject to Income Tax)				
Agency Booking Fee (Vatable Service Fee; Not subject to Income Tax)				

S4.5 GUARANTEED PACKAGE (Includes all DPF and all Usages combined) - Yes / No:	
TOTAL DAY FEES: (As per S4.2)	
TOTAL USAGES: (As per S4.4)	
FULL PACKAGE FEE:	
GUARANTEED PACKAGE DISCOUNT @	
TOTAL PACKAGE FEE:	
Performers Package Fee (Non-vatable Service; Subject to Income Tax)	
Agency Booking Fee (Vatable Service Fee; Not subject to Income Tax)	

NOTES:	Y / N
Exclusivity / No Competitive Product - Calculated on Daily Performance Fee:	
Content will be Geo-blocked on-line:	
Usage for Public Relations, Showreels, Directors Cut, Behind the Scenes and use on trade websites and publications is free of charge:	
Archival Usage - As per the Performers Agreement - if "N" is optioned, please specify in Special Provisions:	
Should the performer have been featured, all renewals for guaranteed usages will be undiscounted - discount applies for upfront payment only.	
Should the performer have been featured, all renewals on guaranteed packages will be based on the full package as reflected herein.	
Any and all additional territories and / or adjusted media related to this campaign will be calculated on the Usage Calculation Base Fee, reflected herein.	

Obligation: The parties to the contract are aware of the fact that the practitioner and the client do not have control over the security measures employed by the websites on which the content is published. Therefore, neither the practitioner nor the client warrant that either of them are in a position to prevent persons from making unauthorised copies of the content once published and will accordingly not be liable for payment under this agreement for the unauthorised publication of the materials by a person who is not a party to this agreement. However the client/practitioner to this agreement must make all reasonable effort to remove any and all material published by themselves, any subsidiary, and any third party related in any manner, way, or form to the client/company/advertising agency/product and to prevent the unauthorised uploading and further use of the material falling outside of the period/terms of this contract. Any illegal use of the material outside of the terms of this agreement and due to failure by the client/practitioner to uphold their obligation hereto will result in additional penalties being charged at the contract rate/fee plus 25% penalty fee.

S4.6 EXCLUSIVITY:	
Partial Exclusivity / No Competitive Product Fee:	Y / N:
Total Exclusivity / No Competitive Product Fee:	Y / N:

S4.7 TOTAL FEES:	
Total Daily Performance Fee:	
Total Usages Fee:	
Total Guaranteed Package:	
Other:	
GRAND TOTAL:	
Grand Total Performers Fee (Non-vatable Service; Subject to Income Tax):	
Grand Total Agency Booking Fee (Vatable Service Fee; Not subject to Income Tax):	

NB: The Grand Total excludes any foreign tax payable by Practitioner.
The Facilitator is entitled to make any necessary tax deductions as may be applicable and legally required from time to time in accordance with the laws of South Africa.

S4.8 RENEWAL FEES:	
2nd Usage Period @ 110% of 1st Usage Period	
3rd Usage Period @ 110% of 2nd Usage Period	
Thereafter @ 110% of the Previous Usage Period	

PERFORMER AGREEMENT
FOR
INTERNATIONAL MEDIA CONTENT 2023 V2

Between

(“The Practitioner”)

And

(“The Performer”)

COPYRIGHT NOTICE

© Copyright in this contract is owned by the Commercial Producers Association of South Africa (CPA). This contract may only be used if it has been expressly provided to the parties hereto by a facilitator who is a registered CPA member. Where the facilitator providing this contract is not a registered CPA member any use thereof will constitute a breach of the Copyright Act and may constitute a criminal offence in terms of S27 of the Copyright Act 98 of 1978. All registered CPA members are listed on the website for the Commercial Producers Association (<https://cpasa.tv/members/>). In the event that members of the CPA wish to amend this Agreement, they shall attach an Annex marked “Amendments to the PAIC ST&C”, to the Schedule which sets out all clauses that have been amended.

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1. DEFINITIONS

In this agreement, unless the context clearly requires otherwise:

- 1.1. *“advertiser”* means the person or company referred to in S3.1 of the Schedule, whose product, service, or cause is the subject of the media content. Also referred to as the end-user and/or client.
- 1.2. *“agent/agency”* means the person/business referred to in S1.2 of the Schedule and duly authorized to represent the Performer.
- 1.3. *“agreement”* means this agreement read together with and incorporating the Schedule and any annexures
- 1.4. *“authorized medium”* means the printed, electronic, digital, or audio-visual medium that the material may be broadcast or published in, including any copy, reproduction, or adaptation of the material that is referred to in S4.3 of the Schedule.
- 1.5. *“archive”*: means an accumulation of historical records that have been collected throughout an individual or organization's lifetime and are kept to show the function of that person or organization to the general public”.
- 1.6. An *“Active online Ad”*: means an ad that is current, spending budget and/or reaching an audience with purpose of selling a product, driving traffic to the Advertiser's website or social media pages, or engaging an audience through the use of active marketing or paid promotion.
- 1.7. An *“Inactive online Ad”*: means the ad is not current, nor spending budget, nor reaching an audience. It may remain on the social media history feed, but it cannot be accessed for purchase of the product or to drive traffic to the client's website or social media pages.
- 1.8. An *“Archived online Ad”*: means an ad that is online but inactive and is used not for a commercial purpose, but only to showcase the function of that person or organization to the general public.
- 1.9. *“media content”* means any moving footage and / or stills images produced for the purposes of advertising any product, service or cause and which incorporates the whole or a portion of the material.
- 1.10. *“days”* means calendar days specifically excluding public holidays.
- 1.11. *“daily performance fee”* means the fee payable by the Practitioner for the performance of the Performer for each particular performance day as set out in S4.1-S4.2 of the Schedule.
- 1.12. *“featured”* - The Performer is featured if their image is viewed where they are recognizable. If the Performer is recognizable and their role is integral to the flow of the media content, then they must be seen as a featured artist and usage applies.
- 1.13. *“guaranteed package”* means a fee, inclusive of a daily performance fee and usages, payable to the Performer regardless of whether the Performer is featured or not, as set out in S4.4 of the Schedule.
- 1.14. *“guaranteed usage”* means a usage fee payable to the Performer regardless of whether the Performer is featured or not, as set out in S4.4 of the schedule.

- 1.15. “*facilitator*” means the production service company, who is also a registered member of the CPA, referred to in S1.3 of the Schedule who in signing this Agreement, through its duly authorised representatives, warrants that he/she/they is duly authorised to enter into this Agreement and which has been appointed to produce and/or manage and/or assist and/or oversee the production and/or management of the material and who may/may not engage the Performer and who may/may not be a contact person for the Advertiser.
- 1.16. “*material*” means any audio or visual fixation (moving or still) of a performance by the Performer relating to the authorized medium whether in whole or in part thereof.
- 1.17. “*performance*” means the performance for which the Performer is engaged in terms of this Agreement.
- 1.18. “*performance fee*” means the sum of daily performance fees payable by the Practitioner for the performance of the Performer as set out in S4.2 of the Schedule.
- 1.19. “*performer*” means the person referred to in S1.2 of the Schedule and, if duly represented by an Agent, will also mean the performer’s Agent unless the context indicates the contrary.
- 1.20. “*practitioner*” means the party referred to in S1.1 of the Schedule. For the avoidance of doubt, the Practitioner is the commissioning party, a production company or an advertising agency, as the case may be, who in signing this Agreement, through its duly authorised representatives, warrants that he/she/they is duly authorised to enter into this Agreement and will be the contact person in terms of this Agreement once the Facilitators role in the management, production and/or assistance in respect of the management or production of the material has ceased.
- 1.21. “*product/service/cause*” means the Advertiser’s product/service/cause that is promoted by the content produced under this Agreement.
- 1.22. “*renewal fees*” means the fees and fixed packages set out in S4.7 of the Schedule for the renewal of the usage.
- 1.23. “*renewal period*” means the usage period following the initial usage period or current renewed usage period when the Practitioner, on behalf of the Advertiser renews the Agreement by paying the renewal fees.
- 1.24. “*spillage or signal overspill*” means the receiving of a broadcast signal outside of its geographical target area (which shall be defined as over boarder territories and shall apply to television and radio only) resulting from causes other than the intentional or negligent act of the advertiser or practitioner.
- 1.25. “*testimonial*” means any direct reference or inference in the material that the Performer uses, to support, endorse or recommend the use of the product/service/cause.
- 1.26. “*vignette*” means multiple scenarios playing out in one media content where the Performer is not solely driving the story in the media content.
- 1.27. “*versioning*” means the creation of a version of the media content or content that is identical to the original media content or content in all respects but for such changes that are necessary for its use in a particular territory, such as language or package variation, and which does not include new or additional shots of the Performer. Versioning shall not attract additional fees if the media content or content is licensed for the relevant territory. Versions that include new products or new footage attract additional usage fees and are considered separate media content in their own right.

- 1.28. “*cut down*” means media content that is cut down to a shorter version of the main media content e.g., 45” - 30” - 25”. Cut downs that include new products or new footage will attract additional usage fees and be considered separate media content in their own right.
- 1.29. “*edit*” means a version of the media content that has new or additional footage and is materially different from the original edit. An original edit is the longest version of the media content from which all cut downs, versions and edits are referenced and become applicable. If new or additional footage of the Performer is used in any cut down or version, this will be considered a new edit and additional usage fees will become applicable.
- 1.30. “*usage*” means the right to use, publish, reproduce, perform, exhibit, or otherwise deal with the material featuring the Performer in the authorized medium, for the usage period, in the usage territory.
- 1.31. “*usage period*”, if applicable, means either:
- 1.31.1. generally, a calendar year commencing from the date specified in S3.5 of the Schedule, unless alternative periods are specified in S4.4- of the Schedule for each elected usage; or
- 1.31.2. if no date is stipulated in S3.5 or S4.4 of the Schedule, then the usage period is a calendar year from the date on which the media content is first flighted/published.
- 1.32. “*usage fee*”, if applicable, means the fee paid to the Performer for the use of the material for the usage period and territory.
- 1.33. “*usage territory*,” means the territories as set out in the Schedule, to which any material made in terms of this Agreement may be transmitted, published, or broadcast (see S4.4 of the Schedule) as the case may be.
- 1.34. “*ancillary media*” means the use of the media content on platforms for the purposes of brand-building, public relations, showreels, production and advertising awards, online/print trade and industry publications, company promotion, events, exhibitions, internal presentations, and in-house events. Such usage will be deemed not paid for advertising. This media is free and can be used in perpetuity, applicable to Agency, Talent, Production Companies, and crew members only.
- 1.35. reference to a gender includes all genders.
- 1.36. references to a person include natural persons, legal persons, and associations of persons.
- 1.37. the singular includes the plural and vice versa.
- 1.38. words or phrases not defined in this Agreement will have their ordinary accepted meaning with due regard for meanings customarily attributed to such words or phrases in the film and advertising industries.
- 1.39. clause headings are for convenience only and do not affect interpretation.
- 1.40. whenever a notification is required in terms of this Agreement, then such notification will be on a business day.

- 1.41. references in the Agreement to the CPA, NAMA, PMA, SAPAMA, OSCASA and SAGA means:
- 1.41.1. CPA - Commercial Producers' Association
 - 1.41.2. NAMA - National Association of Model Agencies
 - 1.41.3. PMA - Personal Managers' Association
 - 1.41.4. SAPAMA - South African Performing Artist Management Association
 - 1.41.5. OSCASA - Official South African Casting Association
 - 1.41.6. SAGA – South African Guild of Actors

Agents/Agencies

- 1.42. The Performer's agent/agency must be properly appointed in writing to represent the Performer in concluding this Agreement.
- 1.43. An unrepresented Performer can appoint an agent/agency at any time by providing the Practitioner or Facilitator with a copy of the agent's/agencies written appointment.
- 1.44. When an agent/agency is properly appointed:
- 1.44.1. this agreement automatically refers to the agent/agency where it refers to the Performer;
 - 1.44.2. the agent/agency may conclude this agreement and other related agreements on behalf of the Performer;
 - 1.44.3. all notices and documents must be delivered to the agent's/agency's service address set out in S1.2 of the Schedule and
 - 1.44.4. The agent's/agency's powers in respect of representation of the Performer are limited and will lapse on the death of the agent and/or if the agent/agency is declared insolvent unless an official successor is in place to continue representation. Furthermore, the agent/agency may not cede, assign, or dispose of any of the performer's rights or obligations in terms of this agreement as set out in clause 8.

2. USAGE

Featured Performers

- 2.1 Usage and renewal fees are only payable when a Performer is featured in the relevant authorized medium.
- 2.2 The Practitioner or Facilitator must notify the Performer and/or his/her authorized agent in writing whether the Performer is featured, and when the material will be first broadcast or published.

- 2.3 The information described above must be provided to the Performer and/or his/her authorized agent:
- 2.3.1 within 45 (forty-five) days of the last shoot day; or
 - 2.3.2 if the post-production process is not at a point where the Practitioner or Facilitator is able to identify whether the Performer is featured, or when the material will be first broadcast or published, the Practitioner or Facilitator must provide the Performer and/or his/her authorized agent with a date when the information will be provided. Please refer to clause 2.15 for a breakdown of holding fees for delayed broadcast.
- 2.4 If the Practitioner or Facilitator does not provide the information on or before the expiry of the 45 (forty-five) days, or the extended period set out in clause 2.3.2, the Performer and/or his/her authorized agent must request this information in writing from the Practitioner or Facilitator, which is to be delivered by the Practitioner or Facilitator within 7 (seven) days from date of receipt of the written request.
- 2.5 If the Practitioner or Facilitator does not provide the information within 7 days from the Performer's and/or his/her authorized agent's request, the Performer is deemed featured, and usage will be payable.

Unrecognizable Performers

- 2.6 The usage period is unlimited when the Performer is not recognisable.
- 2.7 A Performer is not recognisable when:
- 2.7.1 a Performer may be seen / noticed as part of a group of persons in a crowd or background shot (minimum 6 persons), without a specific focus on any individual or
 - 2.7.2 only the Performer's outline or silhouette is featured; or
 - 2.7.3 the Performer's facial features cannot otherwise be clearly recognized by the audience at any point in the media content.
 - 2.7.4 Where the Performer is deemed unrecognizable and subsequently not paid a usage, the performer will not be required to include the product/brand in any declarations of work history to future clients.

Disputes Regarding Featured and Unrecognisable Performers

- 2.8 Should any disagreement arise, in respect of whether a Performer is featured and/or recognisable, between any party to this agreement, the party raising the dispute must then immediately give the other party written notice, properly setting out, all the allegations in respect of the possible featuring and/or recognisability of the performer and attach and/or include the media content it relies on, in respect thereof;
- 2.8.1 The parties in respect of this disagreement, must then, in the utmost good faith and in an amicable manner, try to resolve the disagreement, immediately after the aforesaid written notice has been received.

- 2.9 Where the parties are unable to resolve the disagreement within ten (10) calendar days of receipt of the written notice of disagreement, then it shall be deemed to be a dispute.
- 2.9.1 Where the dispute is between members of the CPA, and of NAMA, PMA, SAPAMA, SAGA or OSCASA, in respect of whether a Performer is featured or recognisable, the party who gave such notice will refer the matter to a panel to be appointed within 10 (ten) calendar days from the day the dispute was referred. The identity of the disputing parties involved will remain unknown to the selected panel, to ensure there will be no bias to either party. This panel will consist of the following representatives:
- 2.9.1.1 a member of the CPA appointed by the Association's Executive Committee;
- 2.9.1.2 a member from either NAMA, PMA, SAPAMA, SAGA or OSCASA (or the applicable organization) appointed by the EXCO of the relevant talent association; and
- 2.9.1.3 an independent casting director to be appointed jointly by two panellists referred to in 2.9.1.1 and in 2.9.1.2 above. The decisions of the aforesaid panellists shall be made within 10 calendar days from the date upon which the last of the 3 panellists has been appointed and such decision shall be final and binding upon the parties.
- 2.10 Should any party be dissatisfied with the decision given by the panel, or should no decision be given within the period stated hereinabove, such party may give notice of its dissatisfaction to the other party and to the panel within 10 (ten) calendar days of receipt of the decision or, should no decision be given, within 10 (ten) calendar days of the expiry of the date by which the decision was required to be given. The dissatisfied party shall then refer the dispute to Arbitration.
- 2.10.1 The arbitrator is to be appointed by the Chairperson for the time being of the Association of Arbitrators (Southern Africa) NPC. The rules current at the time when the dispute is declared shall apply.
- 2.10.2 Where the dispute is referred to arbitration the following shall apply:
- 2.10.2.1 The arbitrator shall have the power to appoint an expert in the field of commercial producing or casting director with not less than 10 (ten) years' experience.
- 2.10.2.2 The arbitrator may determine the dispute on the papers and media content referred to him/her;
- 2.10.2.3 The arbitrator's decision shall be final and binding on the parties who shall give effect to it without delay.
- 2.11 The arbitrator shall have the right to order that the unsuccessful party bear the costs of the arbitration including the costs of the expert.
- 2.12 The termination of the PAIC shall not affect the validity of clause 2.8 – 2.10

Date of First Broadcast

- 2.13 The date of the first broadcast or publication of the material must preferably be stipulated on or before the signature date of this agreement but can be stipulated at any time thereafter, subject to clause 2.14 below.
- 2.14 If not so stipulated or *de facto* broadcasted or published within 4 months from the last shoot day, the date of first broadcast or publishing will be deemed to have been stipulated for 4 months from the last shoot day (“deemed date”).
- 2.15 The following compulsory holding penalties will apply in the event that the date of first broadcast or publication is not adhered to:

Holding Penalty (starting 121 days from Shoot Date)	Delay
Total of 10% of the usage fee <i>Invoiced on the 1st day of the 5th month from the last shoot date</i>	5-6 months after the last shoot date
Total of 30% of the usage fee <i>Invoiced on the 1st day of the 7th month from the last shoot date.</i>	7-9 months after the last shoot date
Total of 50% of the usage fee <i>Invoiced on the 1st day of the 10th month from the last shoot date.</i>	10-12 months after the last shoot date

Example:

For this example, the contractual value of the usages is R 10 000.00

1. Unknown air date:

Usages will be bought as per the above schedule. 1st day of the 5th month – R1 000.00 will be invoiced. This buys 2 months and the final air date needs to be before the 1st day of the 7th month. If, at this stage, the air date is still unknown R 2 000.00 will be invoiced on the 1st day of the 7th month. This buys 3 additional months and the final air date needs to be before the 1st day of the 10th month. If, at this stage, the air date is still unknown R 2 000.00 will be invoiced on the 1st day of the 10th month. This buys another three months of holding fees, totalling 50% of contractual usages for the postponed year.

2. Known air date:

If the air date is known at the time of signing the contract, the holding fees will be calculated as per the above schedule and billed at the time of invoicing the full contractual usages. If the air date is in the 6th month from the shoot date R 1 000.00 will be billed. If the air date is on the 8th month from the shoot date R 3 000.00 will be billed. If the air date is 11 months from the shoot date R 5 000.00 will be billed.

3. Constantly shifting air date:

If the air date is known at the time of signing the contract, the holding fees will be calculated and invoiced as per 2 above. However, if the air date is moved beyond this agreed date the applicable fees will adjust as follows – If 6th month moves to 8th month R 2 000.00 will be billed. If 8th month moves to 11th month R 2 000.00 will be billed, totalling 50% of contractual usages for the postponed year.

For the elimination of doubt:

- (a) These holding penalties do not affect the ordinary calculation of usage fees and the escalation thereof. The 1st year of usages agreed to will be applicable as soon as the commercial and/or stills from the commercial is first flighted, and no escalations will be applicable on the aforesaid usage fee where the above penalties are taken into account and/or paid by the party so responsible.
- (b) These holding penalties will not accrue after 12 months, and the talent may hereafter proceed without restriction.
- (c) Should the Advertiser wish to hold the performer for longer than a 12-month period, and Performer and/or his/her authorized agent agree, the above fees would be applicable on the escalated renewal fees.

- 2.16 Should airing dates vary per territory within a package, Advertisers have a 4-month grace period from the shoot date to air the material. All usages to terminate no later than 1-year 4-months after the shoot date, otherwise, penalties/holding fees will be applicable.

Calculation of Usage Fees

- 2.17 The usage payable will be calculated based on the Usage Calculation Base Fee (see PAIC - Usages 2022) as stipulated in S4.4 of the Schedule, regardless of whether the Performer was paid at a higher rate for any reason, for example, for a night shoot. Any and all renewals, additional territories and / or adjusted media will be calculated on the Usage Calculation Base Fee as reflected in the Schedule. A Performer and/or his/her authorized agent will still have the right to refuse any additional usage outside of the contract, as per clause 2.23 below.
- 2.18 A cut-down / version of the footage that features a different or additional product or service than the original broadcast material will be regarded as new content and full usage fees for this content will be charged. This is open to negotiation and should be done at quoting stage.

Unauthorised Usage by the Advertiser

- 2.19 Usages are considered unauthorised when they fall outside the parameters of the agreed to contract. Since usage is, in most circumstances, controlled by the Advertiser/end-user and not by the Practitioner and/or Facilitator, the Advertiser is the party responsible for any unauthorised usage. Where a dispute arises as to unauthorised usage, the Practitioner or Facilitator once notified thereof, will take reasonable steps to notify the Advertiser of the unauthorised usage and request rectification or removal of the unauthorised usage. The Practitioner and/or Facilitator will not be liable for unauthorised usage caused by the Advertiser as they have no control over how the Advertiser uses the material once the Advertiser has ownership thereof. The Performer and/or his/her authorized agent will therefore have no claim against the Practitioner or Facilitator. The Practitioner will, however, be liable for any unauthorised usage where they are the party responsible for the unauthorised usage occurring (i.e., in the rare situations where the Practitioner assumes responsibility for uploading the advertisement and promoting it and where they do so in an unauthorised manner).

Additional Usage

- 2.20 The material may be used in any territory other than that specified in the Schedule, with the Performer and/or his/her authorized agent's written consent, and against additional fees calculated according to the Performers Agreement for International Media contents 2023 - Usages Tables, as may be amended from time to time.

- 2.21 Any and all renewals, additional territories and / or adjusted media will be calculated on the Usage Calculation Base Fee as reflected in the Schedule. The Performer and/or his/her authorized agent will still have the right to refuse any additional usage outside of the contract, as per clause 2.23 below.
- 2.22 If the usage period, territory, or fee for the material initially agreed to in the Schedule differs materially from the Advertiser's final needs, the parties must negotiate a fair market related agreement, as per clause 2.17, to deal with the difference, in good faith. Should agreements be reached, such must be in writing and signed by the parties.
- 2.23 The Performer and/or his/her authorized agent is entitled to:
- 2.23.1 refuse usage in additional territories if a conflicting exclusive usage agreement already exists for that territory; or
- 2.23.2 refuse usage in additional territories and/or for additional periods should the parties fail to reach agreement as set out in 2.22 above.
- 2.24 In the event of a dispute arising between the parties as to the actual quantum of additional usage, then such dispute shall be dealt with in accordance with the Alternative Dispute Resolution Procedures provided for in clause 12 below.

Exclusivity

- 2.25 This Agreement distinguishes between the following forms of exclusivity:

Partial Exclusivity	Total Exclusivity
<ul style="list-style-type: none"> • The Performer shall not, whilst the agreement remains in force, authorise or permit the Performers name, image or likeness to be used in a commercial for the advertising of or promotion of any product that is in direct competition with the product, service, or cause as detailed in S3.2 and as stipulated in S5. • Payable at the minimum guideline: x3 of the applicable usages based on a calculation using the Daily Performance Fee. 	<ul style="list-style-type: none"> • The Performer shall not, whilst the agreement remains in force, authorise or permit his voice, name, image, or likeness to be used for the promotion of any product whatsoever during the term of this agreement. • Payable at the minimum guideline: x 10 of the applicable usages based on a calculation using the Daily Performance Fee.

Piracy

- 2.26 Neither the Practitioner, nor the Facilitator, nor the Advertiser will be liable for any piracy and/or broadcast spillage (as defined) of the material in cases where the spillage cannot be attributed to the intentional or negligent actions or omissions of the Practitioner, Facilitator, Advertiser, or broadcaster.

Archival and Historical Usage

- 2.27 Archival use by the Advertiser/Practitioner, after usage rights have expired, is free of charge provided that the following is adhered to:
- 2.27.1 **Advertisers' website:** Material (commercial and stills) can be viewed on the client's website after expiry of usage rights provided that the material has been moved to a different page of the website and is clearly labelled as "Archival", "Previous campaigns" or "History" and no longer constitutes an active online ad. If the material (commercial and stills) is reposted, is not labelled as archival, or constitutes an active online ad, 100% of the internet usage fee will be applicable.
 - 2.27.2 **Social Media Sites (Facebook, Instagram, Tik Tok, LinkedIn, Twitter and all other social media or social networking sites):** Material (commercial and stills) may remain on social media history feeds after expiry of usage rights provided it is not reposted after the licencing period and is no longer an active online ad. If the material (commercial and stills) is reposted or constitutes an active online ad, 100% of the internet usage fee will be applicable.
 - 2.27.3 **Video Sharing Service Sites (YouTube, Vimeo Ultreon, Dailymotion, Twitch and all other video sharing service sites):** At the end of the licencing period, video content must be made inaccessible to the public by either being removed or set to private. If the material is reposted after the licencing period has expired, remains in the public domain, or if it constitutes an active online ad, 100% of the internet usage fee will be applicable.

3. RENEWAL

Renewal Option

- 3.1 The Practitioner or Facilitator, on behalf of the Advertiser, has an option to renew usage in the authorized mediums on the same terms, with the annual escalation applicable.
- 3.2 After 3 years from the commencement of the first usage period, the Performer is entitled to refuse any further renewals and effectively terminate the Practitioner or Facilitator's option by giving 6 months' written notice.

Conditions for Renewal

- 3.3 The Practitioner or Facilitator, upon instruction of the Advertiser, must give written notice that it intends to renew this Agreement at least 30 (thirty) days before the current usage or renewal period expires.
- 3.4 If the Practitioner or Facilitator fails to give notice of renewal prior to the expiration of the usage rights, the Agent shall prior to the date of expiry of the usage rights or within 7 (seven) days thereafter, provide the Practitioner or Facilitator with a written notice requiring them to confirm their intention to renew or not within 7 (seven) days. The Practitioner or Facilitator can renew the Agreement at any time by written notice to the Performer and/or his/her authorized agent, subject to
 - 3.4.1 The Performer and/or his/her authorized agent agreeing to reinstate the contract in writing; or
 - 3.4.2 The Performer and/or his/her authorized agent not having entered into a conflicting agreement or

- 3.4.3 The Performer and/or his/her authorized agent accepting the conditions and rate of the renewals as calculated by the current agreed industry guidelines or
- 3.4.4 The relevant renewal and applicable penalties are paid, an escalation of 110%, year on year, per annum will be applicable, as per original contract, as well as any additional usage media or territories.
- 3.4.5 Should material be used for the first time in a medium or territory different from that stated on the original contract, the new medium or territory will be subject to 110% compounded annual increments as per (or as if it were part of) the original contract.

Renewal Fees

- 3.5 If the Agreement is:
 - 3.5.1 renewed before the Agreement lapses, the renewal fees in S4.7 of the Schedule will apply; or
 - 3.5.2 revived after the Agreement has lapsed, the renewal fee will be calculated as if the Agreement never lapsed and was properly renewed during the intervening periods.

Example: 1st Contractual Usage Period is Jan 2020 – Dec 2020 @ R 10 000.00.

If the Advertiser / Client lapses contract and then wants to renew for 1 year (01st Jan 2023 – Dec 31st 2023) the calculation would be as follows, if the Performer agrees to the renewal and there are no conflicts:

Jan 2021 – Dec 2021 – Escalation @ 110% = R 11 000.00

Jan 2022 – Dec 2022 – Escalation @ 110% = R 12 100.00

Jan 2023 – Dec 2023 – Escalation @ 110% = R 13 310.00

Total to be paid = R 13 310.00

- 3.6 Renewals on guaranteed usages will be based on the full, original usage applicable, without the 25% discount, should the Performer have been featured.
- 3.7 Renewals on guaranteed packages will be based on the original contractual package and the applicable escalation.

4. PAYMENT

General

- 4.1 Unless otherwise stated herein, the Practitioner must pay all fees due to the Facilitator or its Agent in terms of this agreement and the Facilitator or its Agent must then pay all fees due to the Performer and/or his/her authorized agent on or before the due date/s thereof.
- 4.2 If it is agreed in writing that the Practitioner is liable to pay the Performer and/or his/her authorized agent directly then the Practitioner must then pay all fees due to the Performer and/or his/her authorized agent on or before the due date/s thereof.
- 4.3 Performance Fees become due on the last day of the month following the month in which the performance was completed, or when an invoice/statement is rendered by the Performer and/or his/her authorized agent, whichever date is the latest (“the Due Date”).

- 4.4 Usage fees must be paid before the first broadcast or publication in the authorized medium.
- 4.5 Guaranteed packages and usages must be paid in full, on the same basis as Performance Fees, regardless of whether the Performer is featured or not.
- 4.6 Payments must be made into the designated bank account of the Performer and/or his/her authorized agent through an electronic funds transfer unless stipulated otherwise.

Late Payment

- 4.7 If the Facilitator to pay the Performer and/or his/her authorized agent receives payment from the Practitioner after the Due Date, it must pay the Performer within 7 days of receiving the Performer's fees from the Practitioner.
- 4.8 If the Facilitator and/or Practitioner (per clauses 4.1 or 4.2) has not paid the Performer and/or his/her authorized agent within 30 days of the Due Date, the Performer and/or his/her authorized agent may take such steps as it is entitled to in law to collect the amount/s due from the Facilitator and/or Practitioner.

Interest on Late Payments

- 4.9 Late payments will attract interest of 2% above the annual prime lending rate, calculated daily from the date of default and imposed monthly.

5. THE PERFORMANCE

Rights and Obligations

- 5.1 The Performer must follow the Practitioner or Facilitator's reasonable directions to ensure that the Practitioner or Facilitator obtains the necessary material to produce the advertisement according to the Advertiser's specifications.
- 5.2 The Performer must ensure that the appearance and behaviour exhibited when cast, remains unchanged for the performance.
- 5.3 The performance is not an endorsement, and the Performer must be portrayed as fictitious or anonymous unless the Performer agrees in writing that the performance may be used as a testimonial.
- 5.4 The performance may only be used in connection with the product/service/cause that this Agreement relates to unless the Performer agrees in writing that the performance may be used in relation to another specified product/service/cause.
- 5.5 Performers who are not featured relinquish all rights and claims in or to the material when paid the performance fee.

Fixations and Reproductions necessary for publication and broadcasting

- 5.6 The Practitioner or Facilitator may make a fixation or reproduction of the material as provided for by the Performer's Protection Act, 1967, but may not publish an altered version of the performance without the prior written consent of the Performer and/or his/her authorized agent.

Rejection of Performance

- 5.7 If the performer breaches this Agreement, including without limitation, if the Performer does not or cannot perform as required, fails to perform on time, or if the Performer's appearance or behaviour changes materially since being cast, the Practitioner or Facilitator may:
- 5.7.1 terminate this Agreement without any obligation to pay any amount;
 - 5.7.2 reject any performances or material containing the performance without an obligation to pay any amount; or
 - 5.7.3 reschedule the performance.

6. WORKING REQUIREMENTS

Calls

- 6.1 A call is 11 consecutive working hours including:
- 6.1.1 make-up and wardrobe;
 - 6.1.2 meals;
 - 6.1.3 tea breaks; and
 - 6.1.4 travel time from the call point / pick up point to location or studio and vice versa (if the location/studio is further than 40 kilometres from the call point)
- 6.2 A call starts at the time and place set by the Practitioner or Facilitator and ends when the Performer is released at the time and place agreed.
- 6.3 The Performer must be allowed a break of at least 10 (ten) hours between calls but may agree on a shorter break.

Postponement of a Call

- 6.4 Postponement of a shoot means the postponement of a confirmed shoot to a later date as advised by the producer.
- 6.5 If a confirmed Performer is not available for the new shoot dates, standard cancellation fees as per clause 6.7 will apply.
- 6.6 Calculation of the Cancelled call will always be based on the Daily Performance Fee, regardless of whether the Performer was booked on a guaranteed package.

Cancelling a Call

- 6.7 If the Practitioner, Facilitator or the Performer cancels a call, the person who cancelled the call owes the other the following cancellation fees, unless the innocent party waives the cancellation fee in writing:

Circumstances	Cancellation Fee
72-48 hours' notice	The greater of: <ul style="list-style-type: none"> • 25% of the applicable Day Fee • R500.00
48-24 hours' notice	The greater of: <ul style="list-style-type: none"> • 50% of the applicable Day Fee • R500.00
0-24 hours' notice	100% of the applicable Day Fee
Adverse weather	100% of the applicable Day Fee
Entire shoot cancelled with less than 5 days' notice	An amount to be negotiated which does not exceed 50% of the total fee in paragraph S4.2 of the Schedule.

Meals, Breaks, and Amenities

6.8 The Practitioner or Facilitator must provide the Performer with:

Reasonable Entitlement	Requirement
Meals	Always
Tea breaks	Always
Accommodation and subsistence	If the Performer has to remain on location overnight.
Transport: from the call or pick-up point to the location or studio or vice versa	If the location/studio is more than 40 kilometres from the city closest to the Performer's residence.
Transport: from the call or pick-up point to Performer's residence	If the Performer is returned to the pickup point after 19h00.

Overtime

6.9 If the Performer works more than 11 consecutive hours, the Performer will be paid overtime as follows:

Consecutive Work Hours	Overtime Fee
11-16 hours	10% Initial Day Fee per hour
16+ hours	15% Initial Day Fee per hour

6.10 Children under the age of 15 years, may not work overtime.

Extended Day and Night Shoots

- 6.11 The Practitioner or Facilitator must notify the Performer at the time of confirmation (as understood in the entertainment industry) if the Performer will be obligated to be on set:
- 6.11.1 after 21:00 (“extended day”)
- 6.11.2 after 00:00 (“night shoot”).
- 6.12 If the Practitioner or Facilitator does not properly notify the Performer of an extended day or night shoot, the Performer may leave at 22:00 if the Performer has a call the next day (for any shoot).
- 6.13 For night shoots, the Performer must be paid 150% of the daily performance fee on the first night of a night shoot.

Remake, Additional Calls, and Post-Synchronisation

- 6.14 The Practitioner or Facilitator must pay the Performer 100% of the initial Performance Fee for the following attendances:

Attendances	Fee	Exception
Additional calls to remake material for any reason.	100% Initial Day Fee	The parties may negotiate a different fee, not exceeding the agreed Daily Performance Fee
Post-synchronization of own performance.	100% Initial Day Fee	The parties may negotiate a rate of 50% for calls of less than 2 hours.

Call Back, Hair & Make-Up, Wardrobe Fitting and Rehearsal

- 6.15 The Practitioner or Facilitator may require the Performer to attend the following attendances outside of the period of engagement, subject to professional availability:

Attendances	Fee
First call back	0-1 hour <ul style="list-style-type: none"> No fee More than 1 hour <ul style="list-style-type: none"> 10% of Initial Day Fee per hour
First hair & make-up First wardrobe fitting	0-1 hour <ul style="list-style-type: none"> No fee More than 2 hours <ul style="list-style-type: none"> 10% of Initial Day Fee per hour
Subsequent attendances All attendances by unconfirmed Performers	0-1 hour <ul style="list-style-type: none"> 25% of Day Fee More than 2 hours <ul style="list-style-type: none"> 10% of Initial Day Fee per hour

Rehearsal	0-5 hours <ul style="list-style-type: none"> ● 50% Initial Day Fee 5-7 hours <ul style="list-style-type: none"> ● 75% Initial Day Fee per hour 7-11 hours <ul style="list-style-type: none"> ● 100% Initial Day Fee 11-16 hours <ul style="list-style-type: none"> ● 10% Initial Day Fee per hour More than 16 hours <ul style="list-style-type: none"> ● 15% Initial Day Fee per hour
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- 6.16 The Performer may not make conflicting bookings once a call-back, hair & make-up, fitting, or rehearsal is scheduled unless rescheduled by agreement, which agreement will not be unreasonably withheld.

Dangerous Work

- 6.17 The Performer must consent to every specific hazardous activity in the performance and cannot be forced to do any hazardous activity not specifically consented to.
- 6.16 When the performance involves hazardous activities, the Practitioner or Facilitator must:
- 6.16.1 disclose each hazardous activity in **the Schedule** (paragraph S3.10);
 - 6.16.2 take all reasonable safety and precautionary measures;
 - 6.16.3 communicate these safety measures to the Performer;
 - 6.16.4 ensure that the activity is supervised by a person with adequate training and experience to ensure the Performer's safety if the Performer does not have experience in the hazardous activity; and
 - 6.16.5 insure the Performer against injury or death.

Adverse Conditions

- 6.17 When the Performer must perform under wet or other conditions of extreme discomfort that is necessary for the material and not resulting from unforeseen weather conditions, the Practitioner or Facilitator must:
- 6.17.1 disclose these conditions in advance at the time of confirmation; and
 - 6.17.2 provide adequate facilities for drying or to alleviate the discomfort.

Child Performers

- 6.18 If the Performer is a child, the Practitioner or Facilitator must comply with:
- 6.18.1 the Children's Act No. 38 of 2005;
 - 6.18.2 Sectoral Determination 10 relating to children in the Performance of Advertising, Artistic and Cultural Activities; and
 - 6.18.3 any other relevant legislation, regulation, and by-law.

- 6.19 By concluding this contract, it constitutes a contract of employment with either a parent or legal guardian or an agent if authorised by a parent or legal guardian.

Illness or Accident

- 6.20 If the Performer is absent due to illness or accident, the Performer must make themselves available for a medical examination on the day, or if incapable of doing so, must provide a medical certificate to the Practitioner or Facilitator proving the illness or disability.
- 6.21 The Practitioner or Facilitator is entitled to verify the medical certificate at its own cost by medical examination.
- 6.22 If the disability or illness makes the performance impossible, the Practitioner or Facilitator can:
- 6.22.1 terminate the Agreement and pay the performance fees accrued up to the time of the Performer's incapacity; or
 - 6.22.2 postpone the shoot until the Performer can perform.

Costumes, Scripts, and Properties

- 6.23 The Practitioner or Facilitator must provide all costumes, scripts, and properties, and clean and maintain all costumes worn by the Performer, at its own cost.
- 6.24 The Performer must provide his/her own costume if the Performer is engaged as a specialty.
- 6.25 If the Performer provides his/her own costume, the Practitioner or Facilitator must:
- 6.25.1 approve the costume;
 - 6.25.2 Pay the Performer a reasonable agreed fee; and
 - 6.25.3 replace or reimburse the Performer for costumes damaged while performing.

7. INSURANCE

- 7.1 The Practitioner or Facilitator must adequately insure the Performer (for the benefit of the Performer and his beneficiaries) against loss of life, disability, and proven medical costs due to an accident while performing, caused by the Practitioner or Facilitator or its representatives' negligence. Proof of insurance is attached to this Agreement as **ANNEX 2**.
- 7.2 The minimum insurance cover, unless otherwise agreed, is as follows:

Covered event	Minimum Insurance Cover
Proven medical costs	R150,000.00
Temporary total disability (in excess of 7 days)	R5 000.00 per week for a maximum of 26 weeks
Permanent total disability	R250 000.00

Death	R250 000.00
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- 7.3 The insurance ordinarily obtained in respect of children of certain ages must be obtained for child Performers.
- 7.4 The insured must claim directly from the insurance broker or company. The Practitioner or Facilitator and its representatives must take all reasonable steps to facilitate the settlement of the claim.

8. CESSION AND ASSIGNMENT AND DEBT COLLECTION

Performer

- 8.1 The Performer cannot cede, assign or otherwise dispose of the Performer's rights or obligations arising from this Agreement unless the Performer is ceding and assigning these rights to its duly appointed agent to act on the Performer's behalf.

Agent

- 8.2 If the Performer ceded and assigned its rights and obligations to its Agent, it is agreed that:
- 8.2.1 The Agent cannot cede, assign, or otherwise dispose of the Performer's rights or obligations arising from this Agreement.
- 8.2.2 the Performer remains a party to this agreement and is still personally liable for the granting of usage rights in the material to the Practitioner.

Practitioner and Facilitator

- 8.3 The Practitioner or Facilitator may cede, assign, or otherwise legally transfer its rights and obligations relating to the material only, and if it does so, the Practitioner or Facilitator:
- 8.3.1 must make it a condition of assignment that the assignee be bound by this Agreement by way of written agreement which must be signed by the assignee and
- 8.3.2 will be liable for all obligations owing up to the date of assignment; and
- 8.3.3 that the assignee must provide the Performer or its Agent with their name, address and contact details.

Collection of Debts

- 8.4 In order to maintain a higher degree of professionalism between the Performers and their Agents on the one hand, and Practitioners and Facilitators and Advertisers on the other hand, the parties agree that no party shall be entitled, in terms of this agreement to engage the services of a third-party debt collector who is unregistered in terms of the Debt Collectors Act to collect debts allegedly due to the Performer or Agent. Nothing herein contained shall be construed as prohibiting any Performer and/or his or her agent from themselves endeavouring to collect debts due to them or from engaging the services of any attorney or any registered debt collector.

9. WARRANTIES

9.1 The warranties below are material terms of the Agreement.

Performer Warranties

- 9.2 The Performer or a minor Performer's guardian warrants and undertakes that he/she:
- 9.2.1 is free and able to conclude and comply with the Agreement;
 - 9.2.2 is older than 18 years of age;
 - 9.2.3 will fulfil his/her obligations diligently and professionally and to the best of his/her ability;
 - 9.2.4 will not do, say or publish anything that may discredit or damage the reputation of the advertiser, or the product/service/cause advertised during the usage and renewal periods and for 6 months thereafter;
 - 9.2.5 will comply with the regulations of the studios or locations (provided before the call) including, the prohibition of smoking and consuming alcohol;
 - 9.2.6 will not work under the influence of alcohol or drugs, unless the substance is prescribed by a practicing physician;
 - 9.2.7 has a valid work visa and will provide it to the Practitioner or Facilitator (if a non-resident);
 - 9.2.8 will not disclose, use, or make available any information about the products/services/ cause, or the production of the material;
 - 9.2.9 is not subject to an investigation, litigation, or criminal proceedings which may lead to a jail term without the option of a fine;
 - 9.2.10 does not suffer from a medical or psychological condition that will likely affect the Performers ability to perform or be ready for the call;
 - 9.2.11 if this is an exclusive Agreement, has not granted the right to use its name or image in any form to promote a product/service/cause similar to or competing with the product/service/cause described in **the Schedule** (paragraph S3.2); and
 - 9.2.12 will provide the Practitioner or Facilitator with a signed copy of this Agreement before the job starts.

Practitioner and Facilitator Warranties

- 9.3 The Practitioner and Facilitator warrants and undertakes that it:
- 9.3.1 will fulfil its obligations diligently and professionally and to the best of its ability;
 - 9.3.2 will respect the Performer's privacy and will not disclose the Performer's personal and confidential information in its possession, unless necessary for the performance;
 - 9.3.3 will endeavour to provide the Performer and/or his/her authorized agent with a completed copy of this Agreement at least 24 hours before the performance, or as

soon as possible thereafter if exceptional circumstances make timeous delivery impossible, but no later than 2 hours before the first call time for the Performer; and

- 9.3.4 will provide the Performer with a copy of the studio or location's rules and regulations before the performance.

10. INDEMNITY

- 10.1 Unless the performance is *in fact* a testimonial by design and express agreement between the parties, the performance will not be construed as a testimonial, and the performance must be depicted as that of a fictitious person.
- 10.2 The Performer indemnifies the Practitioner or Facilitator against any claim against the Practitioner or Facilitator relating to the Performer's breach of this Agreement.
- 10.3 The Practitioner or Facilitator indemnifies the Performer against any claim against the Performer relating to the performance or the Practitioner or Facilitator's breach of this Agreement.

11. BREACH

- 11.1 If any party to this agreement, breaches any part of this agreement, specifically excluding the disagreements and disputes dealt with in clauses 2.8 – 2.12 or any other clauses which expressly refer disputes to the Alternative Dispute Resolution provisions hereof, then and in that instance, the aggrieved party must in writing notify to other parties of such breach. The party that is in breach then has 14 (fourteen) working days to remedy this breach.
- 11.2 If the party who is in breach does not remedy this breach in the allotted time frame as contained hereinabove, the other party may by written notice terminate the agreement, without prejudice to any of its rights to claim damages.
- 11.3 Allegations that the Performer worked under the influence of alcohol or drugs must be made at the time of the offence (not later), and the Performer must be given an opportunity to provide a medical certificate disproving the allegation within 3 hours, or as soon as reasonably possible thereafter. The 14-day notice period does not apply to these allegations.

12. ALTERNATIVE DISPUTE RESOLUTION

Internal Resolution

- 12.1 Save as otherwise expressly provided for in this agreement, should any dispute arise between any party to this agreement, then, in such event, the aggrieved party must give written notice to the other party setting out its allegations in respect of the disagreement and attach or include any documentary evidence upon which it relies.
- 12.2 The effected parties must thereupon attempt to resolve the disagreement between themselves amicably and with the utmost good faith by meeting within 10 days after receiving such notice.
- 12.3 Should the parties not be able to resolve the disagreement within the aforesaid period, then it shall be deemed to be a dispute and shall be referred by the aggrieved party to mediation.

Mediation

- 12.4 The Mediator shall be appointed by mutual agreement between the parties, being an independent person with experience of at least 10 years in the entertainment industry in South Africa.
- 12.5 Where the parties cannot reach an agreement on the appointment of an independent mediator, then they shall be deemed to have been unable to resolve their dispute between mediation and the matter shall proceed to arbitration as hereinafter set out.
- 12.6 The mediator shall not be eligible for subsequent appointment as the arbitrator.
- 12.7 The mediator will decide the appropriate nature and format of the mediation.
- 12.8 The mediator's decision shall be binding on the parties who shall give effect to it without delay and until it is subsequently revised by an arbitrator.
- 12.9 Both parties are responsible for the costs of the mediator in equal shares.

Arbitration

- 12.10 Where the dispute is referred to arbitration the following shall apply:
 - 12.10.1 The arbitrator shall be agreed by the parties and failing agreement appointed by the Chairperson for the time being of the Association of Arbitrators (Southern Africa) NPC.
 - 12.10.2 The arbitration shall be conducted by the arbitrator in terms of the Association of Arbitrators (Southern Africa) NPC'S RULES FOR THE CONDUCT OF ARBITRATIONS: 2018 EDITION.
 - 12.10.3 The venue for the arbitration will be Cape Town or Johannesburg, depending on the residences of the parties or shall be conducted electronically in the event of the parties being in separate centres.
 - 12.10.4 external representation will be allowed.
 - 12.10.5 the arbitrator's award:
 - 12.10.5.1 is final and binding on all parties;
 - 12.10.5.2 may be made an order of court;
 - 12.10.5.3 does not limit any party's right to approach a competent court to enforce its rights under this Agreement in matters of urgency; and
 - 12.10.5.4 may award costs.
 - 12.10.6 the parties will take all reasonable steps to complete the arbitration within 30 days; and
 - 12.10.7 the arbitration will be confidential, and the parties will not disclose any details thereof unless they are legally compelled or obligated to do so, for example, by court order.
- 12.11 The parties and their representatives will meet before the arbitration to:

- 12.11.1 arrange for documents exchange;
- 12.11.2 identify and restrict the issues; and
- 12.11.3 agree to powers of the arbitrator and the terms of reference.

12.12 This clause survives the termination or invalidity of this Agreement.

13. NOTICES

- 13.1 All notices must be in writing.
- 13.2 The details provided in **the Schedule** (paragraphs S1) will be the parties' services addresses for all purposes. Any party can change their service address at any time on 14 days' written notice.
- 13.3 Notices will be deemed received;
 - 13.3.1 on the day that it is delivered by hand, or delivered by email; or
 - 13.3.2 if the notice is actually received under any other circumstances.

14. NON-DISCRIMINATION

- 14.1. The Practitioner and Facilitator affirm their commitment to a policy of non-discrimination and fair dealings in the engagement and treatment of Performers based on race, gender, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth, subject to the specific requirements of the script and casting brief.

15. GENERAL PROVISIONS

Governing Law

- 15.1 The Agreement must be interpreted in accordance with the laws of the Republic of South Africa and must be adjudicated by a competent South African court with jurisdiction, or alternatively a duly appointed adjudicator and or arbitrator in terms of this agreement.

No Waiver and relaxation

- 15.2 No indulgence or relaxation of a party's obligations under this Agreement will be construed as amending this Agreement or waiving any rights.

No Variation

- 15.3 This Agreement can only be varied in writing and by all parties signing the amendment.
- 15.4 Special provisions that are in writing and signed by all parties are deemed to be included in paragraph S5 of the Schedule.

Whole Agreement

- 15.5 This Agreement and its annexes are the whole Agreement between the parties, and neither party will be bound by any representation, warranty, promise, or the like not recorded herein.
- 15.6 Notwithstanding anything to the contrary herein contained or implied by law, each and every term and condition of this Agreement shall be deemed to be separate and severable from the other terms hereof. If any term is found by any court of competent jurisdiction to be vague or invalid or unenforceable, that term shall be treated as pro non script and shall in no way affect the validity of the remaining terms and provisions hereof.
- 15.7 If any provision, or any part hereof, is held to be unenforceable because of the wording of such provision, the Parties hereto agree that the arbitrator or court making such determination shall have the power to delete specific words or phrases, such amended provision having full force and effect.

16. ANNEXES

ANNEX A – Performers Agreement for Media Content 2023 – Schedule

ANNEX B – Proof of Insurance Cover

ANNEX C – Mandatory Tax Information

ANNEX D – Performers Agreement for Media Content 2023 – Usages and Definitions

ANNEX E - Sexual Harassment Policy / Complaints

DISCLAIMER

Each individual signing this Agreement warrants that he/she has the requisite authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed and further that it has been expressly provided to the parties hereto by a facilitator who is a registered CPA member.

Practitioner

Date

Performers Agent

Date



ON - CAMERA PERFORMERS' AND STILLS AGREEMENT 2022 - SCHEDULE 1

(To be read in conjunction with the Standard Terms and Conditions and applicable Annexures)

"Kindly take notice that this Agreement with any and all addendums / or schedules and / or attachments should be regarded as a template which sole purpose is to assist and guide contracting parties in concluding a binding and valid agreement between them. This Agreement (which includes any and all addendums and / or schedules and / or attachments) does not in any way, shape or form constitute the terms, conditions, percentages and amounts that needs to be adhered to by any contracting parties. All contracting parties are free and encouraged to negotiate and amend and / or vary and / or supplement and / or omit any terms, conditions, percentages and amounts as set out in this Agreement to ensure that their Agreement reflects the true intentions and terms of the contracting parties which will suit their specific needs and / or circumstances"

Between: _____
(hereinafter called the "PRACTITIONER") and

(hereinafter called the "PERFORMER")

S1.1. PRACTITIONER:

Practitioner: _____
Address: _____
E Mail: _____ Tel Number: _____
Company Registration Number: _____ Company VAT Number: _____
PAYE Number: _____

"Per SARS guidelines for the film industry effective 1 March 2009, we acknowledge that the Performer is a Category C(ii) Independent Contractor and therefore, we as the PRACTITIONER will deduct 25% PAYE from their portion of the fee and issue an IRP5 with code 3616 to the Performer / Performers' Agent"

Member of the ACA: Yes: No:

If NO, it is noted that by signing this agreement the PRACTITIONER will adhere to the best practise code as required by the commercial / stills industry.

S1.2. PERFORMER / PERFORMER'S AGENT:

It is hereby recorded that the PERFORMER is contracted exclusively on a freelance basis for the purpose of fulfilling the specific function as set out in the agreement. Should the PERFORMER make use of an AGENT as a FACILITATION PARTY, the relationship between the PRACTITIONER and the PERFORMER is not altered in any way. The AGENT does not take on the role of principal for either Labour or Tax purposes.

Performer: _____
Performers' Agent: _____
Address: _____
E Mail: _____ Tel Number: _____
Industry Organisation: NAMA, PMA, SAPAMA: _____

If not a member of the above mentioned Associations, it is noted that by signing this agreement the PERFORMER / PERFORMERS' AGENT will adhere to the best practise code as required by the commercial / stills industry.

Performer: Passport / ID Number / Date of Birth: _____
Tax Number: _____
If a Non - Resident, Country of origin: _____

Proof of Work - Permit attached: Yes: No:

S2. COMMERCIAL / STILLS DETAILS:

S2.1. JOB NO: _____ ORDER NO: _____
S2.2. ADVERTISER: _____

Performer: _____

S2.3. PRODUCT / SERVICE / CAUSE: (See clause 1.25): _____

S2.4. TITLE OF COMMERCIAL / STILLS CAMPAIGN: _____

S2.5. LANGUAGES (S): _____

S2.6. NATURE OR DESCRIPTION OF PERFORMANCE: (See clause 2.1.): _____

S2.7. PRODUCTION COMPANY: _____

Tel Number: _____ Email: _____

S2.8. DATE OF FIRST BROADCAST / PUBLICATION: (See clause 2.5.): _____

S2.9. DELAYED BROADCAST / PUBLICATION - HOLDING FEES: (See clause 1.11. and clause 4.6. and clause 4.7.)

Industry Guideline: Calculated at 1/3rd of the total usage fee (3 months usage) or 1/6th of the total usage fee (6 months usage) or 1/12th of the total usage fee (12 months usage) for all the media stipulated in S5.3.and S5.4.per month. The fee is calculated from 60 days from the shoot date and notification from the Practitioner notifying the Agent whether the Performer is featured or not, is accepted upto 90 days from the date of shoot or first broadcast / publication in S2.8. The holding fee is payable if the date of first broadcast / publication is more than 60 days from the last shoot date and payable until Broadcast / Publication commence.

DELAYED BROADCAST / PUBLICATION : Yes: No:

(Applicable if date of first broadcast / publication is more than 60 days for the last shoot date.)

S2.10. DATE (S) AND PLACE (S) OF PERFORMANCE: (See clause 2.1.):

Date: _____ Time: _____

Location / Studio: _____

S2.11. PREPARATION DATES: CALL BACKS: _____

MAKE -UP/ WARDROBE _____

REHEARSALS: _____

TRAVEL: _____

S2.12. SHOOT TYPE:

(i) Day shoot or Night shoot: _____

(ii) Full day or Half day (applicable to Stills shoots only): _____

(Please note: Full shoot days are ten (10) hours after which overtime will be applicable for On - Camera Performers.(Please see S5.20. for ChildPerformers) Full shoot days for Stills are eight (8) hours after which overtime will be applicable and Half Days four (4) hours after which a Full day will be charges. (Please see S5.20. for Child Performers.)

S2.13. DANGEROUS WORK ACTIVITY: _____

S3. BROADCAST / PUBLICATION:

Broadcast / Publication Territories: (See clause 1.8. and clause 7.)

(i) Republic of South Africa: Yes: No:

(ii) Foreign Country / Territory: Yes: No:

S4. APPLICABLE TO SCHEDULE 2 - VOICE RECORDING SCHEDULE.

S5. REMUNERATION:

S5.1. DAILY PERFORMANCE FEE (DPF):(Used to calculate overtime, rehearsals etc.): _____

Daily Performance Fee: (Subject to income Tax, non - vatable service): _____

Booking Fee: (not subject to Income Tax, subject to VAT): _____

Package deals: DPF (for calculating additional usage territories and media): _____

S5.2. PERFORMANCE FEES:

Number of shoot days: Totalling: _____

Number of travel days: (50% of DPF) Totalling: _____

Number of "down" days: (50% of DPF) Totalling: _____

Number of rehearsal days: (50% of DPF) Totalling: _____

Performer: _____

Additional Fees: (Specify)

Totalling:	
Totalling:	
Totalling:	

Total Performance Fees: (Including Booking Fee, excluding VAT)

S5.3. USAGE FEE - PRIMARY MEDIUM: (To be negotiated as a % of the DPF prior to being used) (See Annexure 1)

Media	Territories	Usage Period	Usage %	Usage Fee
Television / Broadcast				
Digital Online / Internet				
Other: (Specify)				
Total: (including Booking Fees)				

(If Television is not the Primary Medium, the Secondary Medium becomes the Primary Medium and the Television % applies)

S5.4. USAGE FEES - ADDITIONAL MEDIA: (To be negotiated as a percentage of the DPF (South Africa) or as a percentage of the Television usage concerned (Foreign Country / Territory) (See Annexure 1 - Usage Tables)

Media	Territories	Usage Period	Usage %	TV %	Usage Fee
All Media:					
All Digital / Moving Media:					
All Stills Media:					
Billboard / Outdoor Poster:					
Cinema:					
Closed Circuit Television:					
Direct Digital Marketing:					
Electronic Billboards:					
Internet / Online:					
Internet / Online: Additional					
In Transit:					
Out of Home:					
Packaging:					
Payable Downloads:					
Per Point of Sale: (Specify):					
Posters: A 0 and bigger:					
Posters: A 1 and smaller:					
Press and Magazine:					
Public Location: 1 Year:					
Public Location: 6 Months:					
Social Media Postings:					
Street Poles:					
Tradefairs:					
Tutorials:					
Other: (Specify):					
Total: (including Booking Fees)					

Performer: _____

Total Usage Fee:

Performers Usage Fee: (Subject to Income Tax / Non - Vatable Service)
Booking Fee: (Not subject to Income Tax, subject to VAT)

S5.5. DELAYED BROADCAST / PUBLICATION - HOLDING FEES:
Number of months: Amount per month:

TOTAL: (Excluding VAT, Including Booking Fee)

S5.6. PARTIAL EXCLUSIVITY / NO COMPETITIVE PRODUCT / TOTAL EXCLUSIVITY: (See Clause 9.)
(Please note: Partial / Total Exclusivity is not included in the payment of usages. Should a Client require Partial / Total Exclusivity an additional amount must be negotiated with the Performer / Performers' Agent to enforce the restriction) (See Annexure 1)

Partial Exclusivity:	Yes:	<input style="width: 50px;" type="text"/>	No:	<input style="width: 50px;" type="text"/>
Total Exclusivity:	Yes:	<input style="width: 50px;" type="text"/>	No:	<input style="width: 50px;" type="text"/>
No Exclusivity:	Yes:	<input style="width: 50px;" type="text"/>	No:	<input style="width: 50px;" type="text"/>

Amount payable in addition for Partial Exclusivity / No Competitive Product:

Amount payable in addition for Total Exclusivity:
TOTAL: (Excluding VAT, Including Booking Fee)

S5.7. TOTAL FEES:
Performance Fee:

Usage Fee: (Primary Medium and Additional Media):
Delayed Broadcast / Publication - Holding Fee:
Partial / No Competitive Product / Total Exclusivity Fee:
Other: (Specify):
TOTAL: (Excluding VAT, Including Booking Fee)

The Practitioner is entitled to make any necessary deductions as may be applicable and legally required from time to time in accordance with the laws of South Africa.

S5.8. THIS SECTION MUST BE COMPLETED BY THE PERFORMER / PERFORMERS' AGENT FOR INVOICING PURPOSES:
(Total performance fee PLUS usage fee (including additional broadcast / publication territories), holding fee and exclusivity fee.)

(i) NAMA / OTHER: (Performers' Agents representing Models, Lifestyle and Children.)
Booking Fee: (Vatable service)

Model Fee: (Including Agency Commission)
PAYE due on this:
TOTAL:

(ii) PMA / SAPAMA / OTHER: (Performers' Agents representing professional Actors.)
Due to Agent: (Vatable service, non - Taxable.)

Due to Performer: (Non - Vatable service, Taxable.)
TOTAL:

S5.9 RENEWAL FEES: (See Schedule 1 - S5.3. and Schedule 2 - S13.2. and Clause 5)
The Provisions of Clauses 4 and 5 of the Standard Terms and Conditions are to be strictly adhered to. Renewals to be advised by the issuing of a purchase order **thirty (30)** days before the expiry of the usage rights period.

S5.9.1. 2ND YEAR:
NAMA: Guideline - 125% of usage fee in S5.3.

PMA / SAPAMA: Guideline - 150% of usage fee in S5.3.
OTHER: Guideline - 125% of usage fee in S5.3.

Performer: _____

S5.9.2. 3RD YEAR:

Industry Guideline: Usage fee as per **S5.9.1.** PLUS **25%** compounded annually.

--

S5.10. POST SYNCHRONIZATION FEE: (See Clause 10.12.) :

Performance fee **ONLY.** Refer to the Standard Voice Over Rate Guidelines.

S5.11. REMAKE / ADDITIONAL CALLS: (See Clause 10.11):

Industry Guideline - **100%** of the fee per call stipulated in **S5.1.**

S5.12. REJECTION FEE: (See Clause 6):

Industry Guideline - **100%** of the fee per call stipulated in **S5.2.**

S5.13. OVERTIME FEE: (See Clause 10.8.):

Industry Guideline - **15%** of the fee per call stipulated in **S5.1.** for every hour or part thereof for the first **four (4) hours.**

Industry Guideline - **20%** of the fee per call stipulated in **S5.1.** for every hour or part thereof for **subsequent hours.**

S5.14. WEATHER CALL: (See Clause 10.9.)

Industry Guideline - **100%** of the fee per call stipulated in **S5.1.**

S5.15. NIGHT SHOOT: (See Clause 10.10.)

S5.16. CALL CANCELATION: (See Clause 10.3.)

S5.17. TRAVEL DAY: Industry Guideline - **50%** of the fee stipulated in **S5.1.**

S5.18. CALL BACK: (See Clause 10.15.and Annexure 1)

1st Call back - No charge (may not exceed **two (2)** hours.)

Industry Guideline - Thereafter **15%** per call per hour or part thereof as stipulated in **S5.1.**

Industry Guideline - 2nd and 3rd Call backs are **15%** of the fee per call er hour or part thereof.

S5.19. WARDROBE: (See Clause 10.15.)

Industry Guideline - **1st two (2)** consecutive hours - No charge. Thereafter **R250** per hour or part thereof.

Industry Guideline - **2nd Fitting R500** and 3rd Fitting **R750.**

S5.20. CHILD PERFORMERS:

All booking of Child Performers must be in accordance with the Department of Employment and Labour's Basic Conditions of Employment Act, Sectoral Determination 10 of 2004

IMPORTANT NOTES:

- (i) **Geo - Blocking:** Internet Content (Corporate Website and You Tube) must be geo - blocked. If not geo blocked, Worldwide internet usage applies.
- (ii) A Performer is "featured" if his / her image is viewed where they are recognizable, and they have fulfilled the role for which they were cast in the Television commercial or advertising stills campaign. If the Performer is recognizable then he / she must be seen as a " featured" Performer and a usage fee becomes applicable.
- (iii) Should the Performer not be featured in any edit of the commercial, but is featured in the "**behind the scenes**" footage, usage fees for internet / social media will become applicable and charged at the Primary Medium rate.
- (iv) Each edit that contains new or additional footage / material of the Performer will be deemed a new commercial and additional usage fees will apply.

Performer: _____

(v) **Archival Use:**

- (i) Usage includes permission to use the material on the Client, Agency and Production Company show reels in perpetuity, however, once usage rights are to expire the material must be removed from the Clients "home page" and placed in a separate archival section clearly indicated as such (i.e. Advertising history, old commercials)
- (ii) An active campaign / commercial cannot be placed into the Archival section.
- (iii) At the end of the licencing period, the material must be removed from You Tube or made inaccessible to the general public.
- (iv) The material can remain on the Social Media (Facebook, Instagram, Tik Tok, Twitter) history feeds without any active promotion or access to purchase of product. The content cannot be linked, pinned, reposted, or new stories made after the licencing period has expired. The content cannot be current, spending budget or reaching an audience.
- (v) Should these conditions be breached, **100%** of the applicable usage fees will be due.

S6. TESTIMONIAL: (See Clause 1.28.) Yes: No:
(If yes, complete Special Provisions S9.)

S7. INSURANCE:
S7.1. General Insurance: (See Clause 12.) Yes: No:
S7.2. Dangerous Activity: (See Clause 10.13.) Yes: No:
(Attach script / storyboard)

S8. GOVERNING LAW: This Agreement shall be interpreted in accordance with the laws of the Republic of South Africa, irrespective of where the Performer renders services and notwithstanding the place of signature and subject to the jurisdiction of the South African courts.

S9. SPECIAL PROVISIONS:

Performer: _____

S10. CONFIDENTIALITY AND DATA PRIVACY:

S10.1. Each Party agrees, during the term of the Agreement and for a period of ten (10) years thereafter, to hold in strictest confidence and not to use, except for the benefit of the Parties or as required by law, or to disclose to any person, firm, or corporation without the prior written authorization of the other Party, any confidential information belonging to the other Party.

S10.2. At the request of either Party or the termination of the Agreement, the other Party shall promptly return all copies of confidential information received from such Party, and must promptly destroy all other confidential information prepared by it in connection with the Agreement, including, without limitation, any notes, reports or other documents, unless the party is required by law or contract to retain these documents, in which case they will inform such party of the requirement.

10.3. Each Party shall, at its own expense, ensure that it:

10.3.1. processes all personal data obtained pursuant to this Agreement in accordance with the terms of The Protection of Personal Information Act; and

10.3.2. complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) any data protection legislation from time to time in force in the Territory.

10.4. The Performer acknowledges that:

(i) Company will collect, use, and store personal data provided by the Performer/ Performers Agent (including but not limited to name, address, email address, cellular number (s), Government ID and / or Passport number, insurance information and sensitive personal data such as race or ethnic origin, health conditions, criminal convictions etc) for purposes connected with this Agreement, as well as Company's legal and regulatory obligations in the normal course of a production (as part of completing customary tax, immigration, work permit and insurance documents) and other customary paperwork.

(ii) This may involve transfer or disclosure to third Parties such as Information Technology service providers, Payroll Companies, the Client of the Company, other Service Providers to the Client of the Company, the South African Revenue Service or other legislative bodies.

(iii) Transfer may be to Countries that may not provide the same level of protection to personal data as that provided by the Performers home Country, but in such instances the Company shall use reasonable efforts to have in place adequate measures to ensure the security of the personal data.

By signing this contract, the parties acknowledge that they accept the Confidentiality and data provisions in Clause 10 of this agreement.

PRACTITIONER: _____

PERFORMER / PERFORMERS' AGENT _____

Disclaimer: The Parties hereto acknowledge that by signing this Schedule 1 they have also read the Standard Terms and Conditions of the Voice - Recording, On - Camera Performers' and Stills Agreement and Annexure 1 and that they accept each and every term and condition embodied therein and are bound by it. In the event of any conflict between the provisions of this Schedule and Terms and Conditions, the provisions contained in the Standard Terms and Conditions and S9 (Special Provisions) shall prevail.

PRACTITIONER:

Thus done and signed at: _____ on the (date) _____

Name in full: _____ Signature: _____
(Practitioner who warrants that he / she is duly authorized to execute this agreement)

Witness 1 (Name in full): _____ Signature: _____

Witness 2 (Name in full): _____ Sinature: _____

Performer: _____

PERFORMER / PERFORMERS AGENT

Thus done and signed at: _____ on the (date) _____

Name in full: _____ Signature: _____

(Performer / Performers Agent who warrants that he / she is duly authorized to execute this agreement or who is assisted by the Performer's Guardian if applicable)

Witness 1 (Name in full): _____ Signature: _____

Witness 2 (Name in full): _____ Sinature: _____

GUARDIAN: (If the Performer is under the age of 18 (eighteen) years):

Thus done and signed at: _____ on the (date) _____

Name in full: _____ Signature: _____

(Guardian who warrants that he / she is the duly authorized guardian of the Performer)

Witness 1 (Name in full): _____ Signature: _____

Witness 2 (Name in full): _____ Sinature: _____

THE ADVERTISER:

The **Advertiser**, by signing this agreement, signifies that the **Advertiser** is aware of all the **Terms and Conditions** and **Annexure Guidelines** between the Practitioner and the Performer and / or his / her Agent in terms of which this commercial / stills is to be made.

Thus done and signed at: _____ on the (date) _____

Name in full: _____ Signature: _____

VOICE RECORDING, ON – CAMERA PERFORMERS’ AND STILLS AGREEMENT – 2022

STANDARD TERMS AND CONDITIONS

Kindly take notice that this Agreement together with any and all annexures and / or schedules and / or attachments should be regarded as a template which sole purpose is to assist and guide contracting parties in concluding a binding and valid agreement between them. This Agreement (which includes any and all annexures and / or schedules and / or attachments) does not in any way, shape or form constitute the terms, conditions, percentages and amounts that needs to be adhered to by any contracting parties. All contracting parties are free and encouraged to negotiate and amend and / or vary and / or supplement and / or omit any terms, conditions, percentages and amounts set out in this Agreement to ensure that their Agreement reflects the true intentions and terms of the contracting parties which will suit their specific needs and / or circumstances.

TO BE READ IN CONJUNCTION WITH THE ON – CAMERA PERFORMERS’ AND STILLS AGREEMENT – SCHEDULE 1 AND THE VOICE RECORDING AGREEMENT – SCHEDULE 2.

ALL THE TERMS AND CONDITIONS CONTAINED IN THESE DOCUMENTS ARE CONSIDERED BEST PRACTISE FOR THE COMMERCIAL INDUSTRY IN SOUTH AFRICA.

1. DEFINITIONS

In this agreement unless the context clearly otherwise requires:

- 1.1 The letter “S” followed by a numeral is a reference to the similarly numbered paragraph in the Schedule, which forms part of this agreement.
- 1.2 “*advertiser*” means the person named in S2.2.
- 1.3 “*agent*” means the person named in S1.2, the facilitating party.
- 1.4 “*agreement*” means this agreement read with and incorporating the schedule.
- 1.5 “*annexure A*” means the Artiste Declaration Form, Annexure A to this agreement and forms part of this agreement.
- 1.6 “*annexure B*” means Annexure B to this agreement and forms part of this agreement containing the particular provisions pertaining to the employment of children younger than 15 years (Child Performer) and which forms part of this agreement.
- 1.7 “*authorized - medium*” means the broadcasting or publishing, as the case maybe, of the material in respect of any printed electronic, digital or audio-visual medium (including, for the avoidance of doubt, a commercial) and including any copy, reproduction or adaptation thereof referred to in S13.2, S5.3, S5.4 and S9.
- 1.8 “*broadcast territories*,” means the territories (as set out in the S3, S5.3. and S5.4.) to which any material made in terms of this agreement may be transmitted, published or broadcast to (see clause 7.1) as the case may be.
- 1.9 “*commercial*” means the advertisement which is made for the purposes of advertising any product, service, or cause and which incorporates any material in terms of this agreement.
- 1.10 “*featured*” means where the Performer is featured if his / her image is viewed where they are recognisable, and they have fulfilled the role for which they were cast in. If the Performer is recognizable and their role is integral to the flow of the commercial, then he / she must be seen as a featured Performer and usage applies.
- 1.11 “*holding fee*” is calculated at 1 / 3 of the usage fee (3 months usage), 1/ 6 of the usage fee (6 months usage) or 1/12th of the usage fee for all the media as stipulated in S5.3. and S5.4. per month. The fee is calculated from 60 days from the shoot date, and notification from the Practitioner is accepted up to 90 days from the date of shoot or first flighting date in S2.8.
- 1.12 “*internet*” means advertising by the Advertiser on their company corporate website, or social media platforms i.e. Facebook, Instagram, Tik Tok, Twitter and You Tube.
- 1.13 “*material*” means any aural or visual fixation of a performance whether in whole or part thereof in any medium now known or hereafter devised, as specified in the schedule, including any copy, reproduction or adaptation thereof.
- 1.14 “*materially different*” means material other than the original material where there is a significant or substantial difference.
- 1.15 “*media*” means any audio visual electronic medium platform (including but not limited to Internet, Mobile platforms. i.e. You Tube, Websites, Audio Visual, Documentaries, Training videos, Promotional or Marketing videos, Audio Recordings, Audio Books, Multimedia Presentations) and any stills medium platform (including but not limited to Press and Magazines, Billboards, Electronic Billboards, Posters, Building wraps, In Transit, Bus stops, Packaging, Brochures, Leaflets, Internet, Mobile platforms i.e. You Tube, Websites, Payable downloads, Direct Digital Marketing, Audio visual, Documentaries, Training videos, Promotional or Marketing videos, Audio Recordings, Audio Books, Multimedia Presentations) as well as any medium to be developed in the future.
- 1.16 “*media territories*” means the territories (as set out in the Schedule) to which any material made in terms of this agreement may be transmitted, published or broadcast to (see clause 7.1.) as the case may be.

- 1.17 “*medium*” means the singular of media as set out in clause 1.15.
- 1.18 “*package deal*” means a reduced rate for multiple usage mediums negotiated, that may or may not include the Performers fee.
- 1.19 “*payable downloads*” means images that are downloadable from the internet / social media platforms where one is required to pay a fee for such images.
- 1.20 “*performance*” means the performance or other services for which the Performer is engaged in terms of this agreement.
- 1.21 “*performance fee*” means for the above-mentioned performance, the Performer will receive a performance fee which is also referred to as a daily performance fee, a call fee or day rate.
- 1.22 “*performer*” means the person indicated in the Schedule who must give the performance, and, for the purpose of this agreement and Annexure A, will include the “*artiste*”.
- 1.23 “*performer’s agent*” means the person more fully set out in S1.2. and who is duly authorized to represent the Performer.
- 1.24 “*practitioner*” means the party engaging the Performer to render the performance. The Practitioner may be the commissioning party, a Production company or an Advertising Agency as the case may be and the person signing this agreement on behalf of the practitioner warrants that he/she is duly authorized to enter into this agreement. In instances where any other person signs this agreement on behalf of the practitioner, then a power of attorney to do so must be attached to this agreement.
- 1.25 “*product/service/cause*” means the product, service or cause being the subject of the commercial / still campaign for which the Performer is engaged, as more fully described in the Schedule.
- 1.26 “*renewal fees*” means the fees set out in S13.4 and S5.9. for the renewal of the usage.
- 1.27 “*renewal period*” means after the usage period, the additional period that the Practitioner wishes to renew the agreement in terms of clause 5 below by paying the renewal fees set out in S13.4 and S5.9.
- 1.28 “*testimonial*” means any direct or indirect indication in any material that the Performer (or members of the Performer’s family indicating the Performers name and / or suburb, town or city in which the Performer is living)personally use, support or recommend the use or support of the product, service or cause advertised.
- 1.29 “*usage*” means, if applicable, if the Performer is featured in the specified media / medium the right to use, publish, reproduce, perform, exhibit or otherwise deal with the material in the authorized media / medium for the usage period.

- 1.30 “*usage fee*” means the fee paid to the Performer for the use of the performance in material to advertise the product, service or cause, for the specified usage period.
- 1.31 “*usage period*”, if applicable, means either: a calendar year commencing from the date specified in S2.8. for the usage unless it is a period as otherwise stipulated in S13.2, S5.3. and S5.4; or if no date is stipulated in S2.8. then a calendar year from the last shoot date of the product/service/cause.
- 1.32 “*writing*” will have the meaning as in the Electronic Communications and Transactions Act 25 of 2002.
- 1.33 references to a gender include all other genders.
- 1.34 references to natural persons include legal person and associations of persons.
- 1.35 the singular includes the plural vice versa.
- 1.36 words or phrases not defined in this agreement will have their ordinary acceptance meaning, with due regard for meanings customarily attributed to such word phrases in the advertising industry. Clause headings are for convenience only and do not affect interpretation.
- 1.37 Broadcast / Exposure/ Flighting / Transmission; means the first date of exposure of material to the public.

2. SUBJECT OF THE AGREEMENT

- 2.1 The Performer shall render the performance in accordance with the provisions of this agreement in such a manner as Practitioner may reasonably require for the purpose of making material for the advertising and / or promoting of the product, service or clause referred to in S2.3.
- 2.2 The Practitioner may make a fixation of the material and a reproduction thereof within the meaning of the Performer's Protection Act 1967 (as amended from time to time).
- 2.3 For the avoidance of doubt, in respect of the performance, during the usage period (as set out in clause 4 below) and any renewal period (as set out in clause 5 below), the Practitioner has usage of the material:
- 2.3.1 In the authorized medium in any form and whether altered, reworked, touched up, dubbed, edited or added to in any manner whatsoever and in composite form and whether imperfect or defective in any way;
- 2.3.2 Notwithstanding the death or incapacity of the Performer or any change in the status or name of the Performer;
- 2.3.3 Subject however to; the Practitioner having timelessly paid the Performer the performance fees, the usage fees and the renewal fees due in terms of this agreement;

- 2.3.4 Cut Downs: In respect to On- Camera Performances and Voice – Recordings and when stills images are being utilized for On – Camera purposes:
- 2.3.4.1 On- Camera Performances:
- 2.3.4.1.1 Should the original commercial be replaced by the cut down, no additional usage for the performance will be payable, the expiry date will remain as per the 1st flighting date of the original commercial.
- 2.3.4.1.2 Provided no new or additional footage featuring the Performer that is not “materially different” is used and the usage falls within the original Contract period, no additional usage fees are applicable, regardless of the number of cut downs flighting. If new footage is used that is “materially different” from the original broadcast material and replaces the original, it would be regarded as a 2nd commercial and an additional usage fee will be applicable.
- 2.3.4.1.3 Should any new or additional footage featuring the Performer that changes the role of the Performer be used or if the cut down is used outside of the original contractual period another usage fee per cut down becomes payable.
- 2.3.4.2 Voice Recording:
- 2.3.4.2.1 The usage fees as stipulated in S13.2 will apply only for the duration specified in S12.2.
- 2.3.4.2.2 Should the recording be used on any cut down of the visuals a usage fee becomes payable per cut down.
- 2.3.4.2.3 Should the original visual be replaced by the cut down, no additional usage for the voice over becomes payable, the expiry date will remain as per the 1st flighting date of the original commercial.
- 2.3.5 Subject to clause 2.2 above and the Performers Protection Act as legislated and amended from time to time.
- 2.4 Unless an agreement stipulates in S6. and S15 for a testimonial, there may be no indication of a testimonial in the material and the Performer will be portrayed as a fictitious or anonymous person.
- 2.5 The usage period commences on the date in S2.8. and runs for the relevant calendar period thereafter. Where no date is inserted into S2.8, the performance date in S2.10. shall apply.
- 2.6 The Performer’s performance shall not be used, in any form in connection with any product, service or cause other than as specified in S2.3. unless the Practitioner has obtained the prior written consent of the Performer.

- 2.7 Matters relating to the Performers Agent:
- 2.7.1 Where a Performer is represented by the Performer’s Agent any reference in this agreement to the Performer, shall be deemed to be a reference to the Performer’s Agent and reference to a Performer’s Agent shall be deemed to be a reference to a Performer save where the context clearly specifies otherwise.
- 2.7.2 The Performer will not be represented by a Performer’s Agent unless a Performer’s Agent is duly appointed by the Performer and named in S1.2. or until the Performer has given written notice to the Practitioner nominating a Performer’s agent and setting forth all the details required in S1.2.
- 2.7.3 If an Agent is appointed by the Performer and is named in S1.2. (for purposes of this agreement defined as the “Performer’s Agent”) or is subsequently appointed to represent the Performer, any agreement or arrangement concluded with the Practitioner arising from the performance in terms of this agreement or payment made to or notice given or statement delivered by such Performer’s Agent on behalf of the Performer in respect of this agreement shall be deemed to have been concluded with or made to, given or delivered by or to the Performer, as the case may be.
- 2.7.4 The address of the Performer’s Agent will be deemed to be the *domicilium citandi et executandi* of the Performer unless otherwise directed by the Performer or the Performer’s Agent in writing at any time.
- 2.7.5 Under no circumstance shall any other person or entity sign on behalf of the Performer unless such person or entity is duly and properly authorized to the satisfaction of the Practitioner, in which case a copy of an authorisation letter will be supplied. i.e. Power of Attorney.
- 2.7.6 If a Performer’s Agent dies, is sequestered or surrenders his / her estate or is liquidated or wound up, each reference to “*the Performer’s Agent*” should be deemed a reference to “*the Performer*” from the date of death, sequestration, surrender, liquidation or winding up as the case may be.
- 2.7.7 The Agents / Artists, will apply for all payments due to the Performer for overtime, hold days, travel days, or any other applicable remuneration.

3. FEES

- 3.1 The performance, usage, renewal and other fees stipulated in the schedule will be paid by Practitioner to the Performer or Agent (if an Agent is named in S1.2)
- 3.2 Payments will be due and payable thirty (30) days from the end of the month in which an invoice / statement has been rendered, correctly setting forth the amount payable, the Agency Official Order Number and the Advertiser / Product / Service /

Cause set out in S2.1, S2.2. and S2.3, provided that the invoice / statement may not be presented prior to the completion of the performance.

- 3.3 Payments shall be made to the Performer or Performers Agent on or before the due date with the submission of a remittance advice provided that the payment will be made to either the Performer or to the Performer's agent as indicated in S1.2.
- 3.4 If any payment is not paid as hereinbefore provided on or before due date, interest will accrue monthly on the sum due from the due date until the date of payment, calculated at a rate being two percentage points above the rate prescribed at the time such interest begins to run by the Minister of Finance in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975.

4. PERIOD OF USE AND RENEWALS

- 4.1 The fees payable in terms of S13. or S5. (as applicable) entitle the Practitioner to use material in any authorised medium during the applicable usage or renewal period for the commercial / stills campaign stipulated in S2.4.
- 4.2 If the agreement is renewed as hereinafter provided, renewal fees will be paid calculated at the rates set forth in S13.4 or S5.9, whichever is applicable.
- 4.3 4.3.1 The provisions of this agreement which provide for the renewal thereof and the payment of renewal fees and those provisions which limit the usage period shall, in relation to visual and On- Camera performances, only apply if the face of the Performer appears in recognisable form in the commercial / stills campaign as one of the central or prominent figures therein.
4.3.2 Where an original usage period is less than twelve (12) months, an increased renewal fee will only apply after twelve (12) months from date of first flighting.
- 4.4 If the Performer appears only as one (1) of a group of people in a crowd or background shot, or if so, stipulated in S5.20. (important notes point ii) the Performer's face, outline or silhouette will, for the purpose of this clause be deemed not to have appeared in recognisable form in the commercial. In such an event the usage period will be unlimited, and the Performer may perform in the commercial for a competitive product, service or cause if partial exclusivity was paid for.
- 4.5 It is recorded and agreed that the payment of usage fees and renewal fees and any provisions in this agreement, which limit the usage period shall only apply if the Performer is featured in the authorized medium. Where there is a dispute in respect of whether the performance of the Performer constitutes being "featured" or not, such dispute shall be referred to a board consisting of one (1) representative from each of the ACA, NAMA or PMA or SAPAMA, and an independent Casting Director. A decision as to whether the Performer is "featured" or not shall be determined by a majority vote of the board and advised thereafter to the parties concerned. Subject

to the rights of either party to approach the courts to protect its rights, any decision by the aforementioned board shall be final and binding on the parties and the provisions of clause 16 hereunder will not apply.

- 4.6 A Holding fee becomes applicable when the date of first flighting is more than sixty (60) days from final date of shoot and usage has not been paid e.g. when date of first flighting has moved or has not been negotiated at time of casting. Notwithstanding the provisions of clause 4.4 above, if after a period of three (3) months from last shoot date; or a flighting date has not been stipulated in S2.8. and the material has not been broadcast or published; and the Performer is featured, a monthly pro rata holding fee of the total usage fee stipulated in S5.3. and S5.4. will become payable every three (3) months for the period before first broadcast or publication in the authorized medium back dated to sixty (60) days from date of shoot.
- 4.7 The procedure for the Performer or the Performer's Agent to be advised as to whether the Performer is featured or not is as follows:
 - 4.7.1 Within ninety (90) days of the last day of the shoot, the Practitioner (or the duly authorized representative of the Practitioner) shall notify the Performer and / or the Performer's Agent of when the material is first to be broadcast, or published (if such date is different to that stipulated in S2.8 or is not stipulated in S2.8.) and whether the Performer is featured or not; or
 - 4.7.2 Should no such notification have been received from the Practitioner within the ninety (90) day period, the Performer and / or the Performer's Agent shall deem the Performer to be featured.

5. RIGHT OF RENEWAL

- 5.1 Practitioner will be entitled to renew the agreement by notice in writing to the Performer given by not later than thirty (30) days prior to the expiry date to the current exposure of renewal period, failing which such rights shall cease subject to the provisions in clause 5.3.
- 5.2 If the agreement is renewed, the renewal fees in S13.4 or S5.9. will be payable.
 - 5.2.1 If S5.9. applies, this agreement may be renewed by the Practitioner at its option. However, after a period of four (4) consecutive years of paid usage as provided for in clause 2.5, the Performer is entitled to give the Practitioner twelve (12) months written notice for legitimate or lawful reasons of his / her intention not to renew.
 - 5.2.2 If S13.4 applies and the agreement is renewed, then the renewal fees for each subsequent renewal period will be as provided in S13.4, until the expiry of twenty-four (24) calendar months after the date in S9 or S11 (See clause 2.5) and in respect of any renewal after such period

the renewal fees payable will be the standard rates at the time of renewal provided that if no such standard rates have been fixed the renewal fees will be negotiable.

- 5.3 If S5. applies and the agreement is not renewed timeously and lapses and provided the Performer has not, since the lapse of the agreement, entered into a conflicting agreement with a third party, if partial exclusivity was paid for, Practitioner may revive and renew the agreement by notice in writing to the Performer, and by payment of the renewal fee relevant to the year in which it is to be renewed, i.e. if renewal lapsed in year two and the Practitioner renews for year three then only year three renewal rate applies.
- 5.4 Unless otherwise negotiated, a “package deal” must be renewed as the full package (See clause 1.18)

6. REJECTION

- 6.1 Practitioner shall have the right to reject any performance and any material made at a performance. (See S5.12.)
- 6.2 If the Performer fails, refuses or is not reasonably able to render the performance as required, or is unreasonably late for the performance, or if the performance or any material is rejected arising from any material breach on the part of the Performer, then in such event the Practitioner shall be entitled to terminate the agreement or reschedule the performance or to reject any material without any obligation to pay performance of rejection fees.

7. BROADCAST / PUBLICATION TERRITORIES

- 7.1 Subject to clause 7.3 and any special provisions in S9, the commercial / stills campaign may only be used in the authorised medium and broadcast territory referred to in S5.3. and S5.4. as applicable. However, neither the Practitioner nor the Advertiser will be held responsible for any piracy or broadcast spillage of the commercial / stills campaign (only applicable to neighbouring countries)
- 7.2 A commercial / stills campaign may be used in electronic media or from a broadcast / publication territory other than those specified in S5.3. or S5.4, subject to written consent from the Performer or Performers’ Agent in which event additional fees will become payable to the Performer. The minimum usage applicable for the new territory cannot be less than the equivalent of the one (1) year Television percentage of that country unless specifically agreed upon by both parties.
- 7.3 For the avoidance of doubt, the usage as contemplated in clause 7.2 may only be withheld by the Performer or the Performers’ Agent if a conflicting usage agreement exists,(if partial exclusivity was paid for) or if the usage period and /

or media differ from the original agreement, in which case this is subject to further negotiation (agreement) between the parties.

- 7.4 Additional usage for 6 months or less than the original one (1) year contract term must be negotiated. For the International usage of a previously South African flighted commercial, no exclusivity applies unless paid for. If a “package” deal is negotiated and the client wishes to renew, the entire “package” deal must be renewed.

8. STILLS

Unless otherwise agreed and recorded in S5.3, S5.4 and S9 the Practitioner shall not be entitled to use any stills photograph, illustration or likeness of the Performer in any printed medium.

9. EXCLUSIVITY

9.1 *Partial Exclusivity*

If a usage fee is payable, then unless otherwise specified in S9 and partial exclusivity was paid for to enforce the partial restriction, the Performer shall not whilst the agreement remains in force authorize or permit the Performer’s name, image or likeness to be used in a commercial / stills campaign for the advertising of or promotion of any product, service or cause, that is, similar in the opinion of the ACA, NAMA, PMA, SAPAMA and SAGA to or in competition with the product, service or cause in S2.3. and as stipulated in S2.8. It is recorded that in the event that the performance is for the voice recording performance only, the Performer shall not be bound by the stipulation as set out in this sub clause.

9.2 *Total Exclusivity*

In the event that Total Restriction (See clause S5.6.) has been agreed upon, the Performer undertakes that he / she will not authorise or permit his / her voice, name, image or likeness to be used for the promotion of any other product, service or cause whatsoever, during the currency of this agreement.

10. WORKING REQUIREMENTS

10.1 *Calls*

ON – CAMERA:

A call comprises ten (10) consecutive hours including make-up and wardrobe, meal and tea breaks, commencing at the time and place fixed by the Practitioner and ending when the Performer is released at the time and place agreed. If the

location is further than forty (40) kilometres from the call point, travel time shall be included in the call.

STILLS:

A call comprises nine (9) consecutive hours including make-up and wardrobe, meal and tea breaks, commencing at the time and place fixed by Practitioner and ending when the Performer is released at the time and place agreed. If the location is further than forty (40) kilometres from the call point, travel time shall be included in the call.

A half day call comprises of four (4) consecutive hours including make-up and wardrobe and tea breaks, commencing at the time and place fixed by the Practitioner and ending when the Performer is released at the time and place agreed. If the location is further than forty (40) kilometres from the call point, travel time shall be included in the call.

10.2 There shall be a break of not less than ten (10) hours between the end of one call and the commencement of the next, unless the Performer otherwise agrees.

10.3 In the event of the cancellation of Performers call:

10.3.1 less than seventy - two (72) hours but not less than forty - eight (48) hours prior to the date of the shoot, the Performer will be paid 25% of the call fee as in S5.2. or R500.00, whichever is the greater.

10.3.2 less than forty - eight (48) hours but not less than twenty - four (24) hours prior to the date of the shoot, the Performer will be paid 50% of the call fee as in S5.2 or R500,00, whichever is the greater.

10.3.3 less than twenty - four (24) hours, the Performer will be paid the full call fee as in S5.2.

10.4 In the event of the entire shoot being cancelled less than five (5) working days prior to the day of the shoot, a cancellation fee will be negotiated, which fee shall not exceed a total of 50% of the total fee in S5.1.

10.5 Meal and Tea Breaks

Performer shall be afforded reasonable meal and tea breaks and Practitioner undertakes to provide the Performer with reasonable meals and refreshments during performance.

10.6 Accommodation

If the Practitioner requires the Performer to remain on location overnight the Practitioner shall provide the Performer with reasonable single accommodation and subsistence.

10.7 Transport

If the Performer is required to perform at a location or studio which is more than forty (40) kilometres from the city closest to the Performers' place of residence, the Practitioner undertakes to provide the Performer with transport

from the call or pick – up point to the location or studio or vice versa or pay the Performer should he / she use his / her own transport.

If the Performer is only returned to the pick – up point or call point after 19H00, the Practitioner shall provide transport, at its own cost, to the place of residence of the Performer.

10.8 Overtime

ON – CAMERA:

If the Performer is required to work more than ten (10) consecutive hours, the Performer will be paid for the excess hours as specified in S5.13. up to a maximum of sixteen (16) hours in any twenty – four (24) hour period. This provision does not apply to children under the age of fifteen (15) years. Should unusual circumstances require the Performer to work beyond sixteen (16) hours this will be specifically subject to the Performers' consent.

STILLS:

If the Performer is required to work more than nine (9) consecutive hours, the Performer will be paid for the excess hours as specified in S5.13 up to a maximum of sixteen (16) hours in any twenty – four (24) hour period. This provision does not apply to children under the age of fifteen (15) years. Should unusual circumstances require the Performer to work beyond sixteen (16) hours this will be specifically subject to the Performers' consent.

10.9 Weather Call

In the event of the cancellation of Performers call:

10.9.1 less than seventy - two (72) hours but not less than forty - eight (48) hours prior to the date of the shoot, the Performer will be paid 25% of the call fee as in S5.2. or R500.00, whichever is the greater.

10.9.2 less than forty - eight (48) hours but not less than twenty - four (24) hours prior to the date of the shoot, the Performer will be paid 50% of the call fee as in S5.2 or R500,00, whichever is the greater.

10.9.3 less than twenty - four (24) hours, the Performer will be paid the full call fee as in S5.2.

10.10 Night Shoots

Will be nine (9) hours (stills) or ten (10) hours (on – camera) regardless of what time the Performer is called. Performer / Performers' Agent must be made aware of the night shoot at the time of casting.

10.11 Remake / Additional Calls

If a performance is not completed or is cancelled for any reason or if the Practitioner rejects any material or for any reason wishes to remake same, the fees stipulated in S5.11. will be paid in respect of the additional calls.

10.12 Post Synchronisation

Where the Performer is required to post – synchronise his / her own

Performance, the fee set forth in S5.10. will be paid in respect thereof.

10.13 Dangerous Performance

- 10.13.1 The Performers' express consent is necessary for the performance of hazardous activity. If such consent is given, the Performers' obligation to participate in hazardous activity will be limited to such activity to which the Performer has consented. The parties record in S7.2. whether or not the performance involves hazardous activity.
- 10.13.2 Where the Performer is required to undertake dangerous or hazardous work in which he / she is not experienced he / she must be supervised by a person(s) with the training and experience to arrange and supervise his / her safety.
- 10.13.3 Where dangerous work is involved, all reasonable safety and precautionary measures shall be taken by the Practitioner and where practical adequate notice that such measures have been taken shall be given to the Performer. The Practitioner shall also obtain insurance as required under clause 12 hereunder, unless otherwise agreed between the parties in advance of performance, and stipulated in S9.

10.14 Child Performers

The employment of children as Performers ("child performer") within the meaning of the BASIC CONDITIONS OF EMPLOYMENT ACT, NO 75 OF 1997 ("BCE") SECTORAL DETERMINATION 10: CHILDREN IN THE PERFORMANCE ADVERTISING, ARTISTIC AND CULTURAL ACTIVITIES, is subject to the terms and conditions contained in Annexure B, which is part of this agreement, provided that:

- 10.14.1 The provisions of this agreement will apply in addition to those of Annexure B, to the extent that the provisions of the agreement are not inconsistent with those of Annexure B and any reference to "Performer" in this agreement will *mutatis mutandis* include a reference to a "child Performer".
- 10.14.2 The parent / guardian is required to sign this agreement, indicating the capacity of the signatory. An Agent, acting on written authority by the parent / guardian may also sign the agreement on behalf of the child. The original written authority or a certified true copy must be attached to this agreement and forms part of the agreement.
- 10.14.3 This agreement is subject to the condition that the parent / guardian or Agent acting on written authority submits to the Practitioner the original or a certified copy of the birth certificate of the child Performer.
- 10.14.4 The provisions of the BCEA as amended and that of statutory instruments or subordinate legislation in terms thereof will prevail in the case of conflicting provisions.

10.15 Wig / Wardrobe Fitting / Rehearsal

- 10.15.1 The Performer may be required to attend a wig / wardrobe fitting of a maximum of two (2) consecutive hours on a day other than the period of engagement, subject to the Performers' professional availability.
- 10.15.2 For such initial attendance the Performer shall receive no fee, should the wig / wardrobe fitting or rehearsal exceed two (2) consecutive hours, then a payment will be due. (See S5.19.)
- 10.16.3 For second and subsequent attendances please refer to S5.19. for a maximum of five (5) hours per call.
- 10.16.4 The Industry guideline for rehearsal fees are fifty (50) percent of the fee stipulated in S5.1.

10.16 Adverse Conditions

In the event of the Performer being required to perform under wet or other conditions of extreme discomfort, such conditions being necessary in order to achieve the performance required and not resulting from unforeseen weather conditions, the Performer shall be notified in advance and shall be provided with adequate facilities for drying or to alleviate such discomfort.

11. COSTUMES, SCRIPTS AND PROPERTIES

- 11.1 All costumes, scripts and properties will be provided by the Practitioner at the Practitioner's cost, except where the Performer is engaged as a speciality, in which case the Performer will, subject to the approval of the Practitioner, supply his / her own costumes.
- 11.2 Where the Performer has supplied his / her own wardrobe, the Practitioner undertakes to pay for the rental thereof and replace any such garments that may be damaged as a result of the Performer fulfilling his / her obligations in terms of this agreement, at the then current market replacement cost of such garment.

12. INSURANCE

- 12.1 The Practitioner undertakes to insure the On – Camera Performer to the benefit of the Performer and his beneficiaries against loss of life, permanent, temporary, total or partial disability and proven medical costs as a result of an accident during the period the Performer is rendering the performance in terms of this agreement, if such accident was due to negligence on the part of the Practitioner (or the duly authorized representative of the Practitioner).
- 12.2 The minimum insurance limits, unless otherwise agreed shall apply as follows:
 - 12.2.1 For proven medical costs – R1 000 000.00 (unless recoverable from any other source.
 - 12.2.2 For temporary total disablement – ninety (90) percent of weekly earnings

up to a maximum of R15 000.00.00 per week for a maximum period of twenty - six (26) weeks (excess of seven (7) days)

12.2.3 Death – R2 000 000.00

12.2.4 Permanent total disablement – R2 000 000.00 based on scale of benefits and percentage compensation.

12.2.5 In respect of children – the insurance ordinarily obtained in respect of children of certain ages from the insurance broker.

12.2.6 Proof of insurance to be attached to the schedule as Annexure 7.

12.2.7 If the Performer consents to any dangerous / hazardous activity the Practitioner agrees to put in place additional insurance cover for the additional risk of a minimum of fifty (50) percent of the general Performer's insurance cover as in 12.2.1, 12.2.2, 12.2.3 and 12.2.4 or as by agreement with the Performer.

2.3 Any claim shall be directed to the Insurance Broker or company by the Practitioner. The Practitioner (or the duly authorized representative of the Practitioner) undertakes to take all reasonable steps to facilitate settlement of the claim.

2.4 The amounts set out above are prevailing rates and will be subject to change in accordance with the prevailing standard rates at the time.

13. CESSION AND ASSIGNMENT

13.1 Performer may not cede, assign or otherwise dispose of his / her right or obligation in terms of this agreement.

13.2 Practitioner may assign its rights and obligations vis – a vis the Performer under the agreement to any person. Copyright in any material may be assigned independently of the right to use.

13.3 The Practitioner undertakes that if it shall assign any commercial / stills campaign made hereunder it shall be a condition of the assignment that the assignee and any person acquiring the commercial / stills campaign or any rights therein directly from the assignees shall comply with the provisions of the agreement.

The original Practitioner assigning the commercial undertakes to be held liable for all fees owing to the Performer to the date of such assignment.

The signing of the agreement by the Practitioner gives effect to the deemed assignment above. Practitioner shall notify the Performer or Performers' Agent indicated in S of the name and address of any assignee or other person acquiring any rights in and to any material as a result of but not limited to the deemed assignment referred to above.

14. UNDERTAKINGS AND WARRANTIES

14.1 The Performer:

14.1.1 Will fulfil his / her obligation in a diligent and professional manner and to the best of his / her ability;

14.1.2 Will not, during the currency of the agreement and for a period of six (6) months after the termination of the agreement, use, utter, publish or cause to be published by way of press, radio, television or otherwise any comments, or act in any manner that is likely to discredit or damage the reputation of Advertiser or the product, service or cause advertised.

14.1.3 Will comply with the regulations of the studios or locations including, without limiting the generality of the foregoing, the "no smoking" and "no consumption of alcoholic beverages" regulations.

14.1.4 Will not have in his possession or take any alcoholic beverage or dependence producing substances save those prescribed by a practising medical practitioner, or supplied by the Advertiser;

14.1.5 Non-residents of the Republic of South Africa to supply certified copies of work permit/passport and tax number.

14.1.6 Will not, without the Practitioner's prior written consent, disclose any concept or technique or other information concerning the product, service or cause or the recording or making of any material or to make available or release any such information to, or allow the use thereof by any person for any purpose whatsoever;

14.1.7 Warrants and represents that he / she is free and able to conclude the agreement and to comply with the obligations and to grant the rights granted by him / her under the agreement.

14.1.8 Warrants that he / she will not, at the time of entering into the agreement, have entered into an agreement whether personally, through an Agent or any other person, for the right to use his / her name or image, whether in the form of a photograph, a film or a television recording, a dimensional likeness, a drawing or a painting for the purpose of or in connection with the material for the advertising or promotion of a product, service or cause similar to or competing with or used for the same purpose as the product, service or cause described in S2.3. This will only be applicable if partial exclusivity is paid for.

14.1.9 For the purposes of a determination under clause 14.1.8 the Performer or Casting Director shall make available at time of casting an Artist Declaration Form (Annexure "A").

This form shall contain complete and accurate details of all featured performances in the past year detailing the Advertiser and the products, services or causes in respect of which he / she has worked on noting each performance and the date of each performance or first flighting. This will be applicable only if it is country, territory and product specific.

The Agent is to submit, at shortlist stage, the Performers CV confirming the past years history of work done and only applicable if it is country, territory or product specific. The CV must include work done for shared Performer Agents, where applicable, to the best of their knowledge.

- 14.1.10. Warrants that he / she is not subject to any investigation, civil litigation or criminal proceedings for which, on conviction, he / she will be sentenced to a jail term without the option of a fine; nor has he / she been convicted of a serious crime (s).
- 14.1.11. Warrants that, to the best of his / her knowledge, he / she would be able to do the performance and that there is no health or personal impediment, which might or is lightly to cause him / her to be unable to perform or to not be ready for the call.
- 14.1.12. Will return a signed copy of this agreement to the Practitioner prior to the date of the performance provided that the Practitioner has supplied a fully completed agreement as prescribed in clause 14.2.2.
- 14.1.13. If signing this agreement warrants that he / she is at least 18 years of age;

14.2 The Practitioner:

- 14.2.1 Will not other than as may be necessary during the performance period, communicate the Performer's contact address and telephone number to any other party and shall at all times respect the privacy of the Performer and the confidentiality of any personal information or details in possession of the Practitioner as stated in S10;
- 14.2.2 Shall ensure that a fully completed agreement shall be in the possession of the Performer or Agent as indicated in S1.2. not less than forty – eight (48) hours before the required performance unless under exceptional circumstances;
- 14.2.3 Warrants that it will endeavour to ensure that the Production House or any sub-contractor with whom the Practitioner may be in a contractual relationship with shall comply with the provisions of this agreement.

- 14.2.4 It is agreed that each of the warranties constitutes material terms of the agreement and should any party at any stage wish to prove the contrary, the onus of such proof shall rest on such party.

15. BREACH

- 15.1 Save for any notification periods that may be relevant in terms of this agreement, should any of the parties hereto breach any terms of this agreement and fail to remedy such breach within fourteen (14) days of receipt of notice in writing calling upon it to remedy same, the aggrieved party shall be entitled, but not obliged to, terminate the agreement, without prejudice to any rights to damages.
- 15.2 Should the Practitioner, on reasonable grounds, make any charge on intemperance or concerning the use of dependence producing substances against the Performer, then such charge shall be made at the time of the offense, provided that the Performer shall be entitled to produce a certificate by a medical doctor, obtained at his / her own expense within three (3) hours of such allegation being made in order to disprove the charge. In the event of such allegation being made, the fourteen (14) day notice period in clause 15.1 will not apply.
- 15.3 If the Practitioner is provisionally or finally liquidated, wound up or declared insolvent the agreement shall be deemed to have been assigned as provided for in clause 13.3.

16. ALTERNATIVE DISPUTE RESOLUTION

- 16.1 Internal Resolution: Any disputes arising under this agreement (save for that dealing with “featured”) see clause 4.5, including but not limited to any disputes relating to the rights granted herein, the rectification, termination or cancellation of this agreement shall be resolved by the parties meeting as soon as reasonably possible after written notice of such dispute or difference arising has been provided to the other party or least within three (3) days after the last shoot date. The parties further agree to use all reasonable endeavours to resolve the dispute amicably.
- 16.2 Mediation: In the event of the parties being unable to resolve a difference or dispute by themselves within a period of fourteen (14) days, any party shall be entitled to request that an attempt be made to resolve the difference or dispute by way of meditation. If the parties cannot agree on a mediator, the mediator shall be, the nominee of the president for the time being of the Law Society of

the Republic of South Africa. In this regard the parties agree that all the parties shall be obliged to attend the mediation and shall only be represented by their executive officers and not be entitled to any other representation. The mediator shall in his absolute discretion determine the nature and format of the mediation with the sole aim of resolving the difference and/or dispute by way of negotiation as soon as possible and the cost of the mediation as determined by the mediator shall be borne by the parties to the dispute in equal shares.

16.3 **Arbitration:** Should the parties be unable to resolve their difference or dispute, the matter in dispute shall be referred to arbitration in accordance with the provisions of the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation. Furthermore, in respect of the arbitration it is agreed that:

- 16.3.1 There shall be one (1) arbitrator;
- 16.3.2 The arbitration shall be conducted on an expedited arbitration basis in terms of which:
 - 16.3.2.1 each party shall be required to submit a brief statement of its case to the other party;
 - 16.3.2.2 no other pleading shall be required;
 - 16.3.2.3 prior to the expedited arbitration, a meeting between the parties and their representatives will be held in order to:
 - 16.3.2.3.1 agree to the terms of reference and powers of the arbitrator;
 - 16.3.2.3.2 arrange for all exchange of documents;
 - 16.3.2.3.3 limit the issues between the parties.
- 16.3.3 The said terms of reference and powers of the arbitrator shall include a clause, which states:
 - 16.3.3.1 "The Arbitrator is hereby empowered to take all steps as may, in his discretion, be necessary to expedite the proceedings and shall be entitled to make an order of costs".
- 16.3.4 The expedited arbitration shall be conducted in Cape Town or Johannesburg unless otherwise agreed between the parties.
- 16.3.5 The parties shall take all reasonable steps to ensure that the said arbitration is completed within thirty (30) days after the arbitration has been requested.
- 16.3.6 The arbitrator's award shall be final and binding on all parties.
- 16.3.7 The parties' consent to the procedure of expedited arbitration or any other forms of mediation and / or arbitration that may from time to time form part of the rules of AFSA.

- 16.3.8 The arbitrator shall be entitled to make an order as to which party or parties' bear the cost of arbitration.
- 16.3.9 Notwithstanding anything to the contrary anywhere else in the agreement, nothing in this clause 16 shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of appropriate proceedings for the enforcement of any rights under this agreement.
- 16.3.10 The parties to the arbitration undertake to keep the arbitration, including the subject matter of the arbitration, confidential and not to disclose it to anyone except for the purpose of an order to be made in terms of this clause 16.
- 16.3.11 The decision of the arbitrator shall, in the absence of manifest error, be final and binding on the parties to the arbitration and may be made an order of Court at the instance of any party to the arbitration.
- 16.3.12 The provisions of this clause are separate and severable from the rest this agreement and, accordingly, shall remain in effect despite the termination or invalidity for any reason of this agreement.

17. NOTICES

- 17.1 Subject to the provisions of clause 17.4, the parties choose as their *domicilium citandi et executandi* for all purposes under this agreement, the address set forth in S1.1. and S1.2.
- 17.2 Any notice or communication required or permitted to be given in terms of the Agreement shall be valid and effective only if in writing.
- 17.3 Any party may, by notice to the other parties, change his *domicilium citandi et executandi* to another physical address, provided that the change shall become effective on the fourteenth (14th) day after the receipt of the notice by the addressee.
- 17.4 Any notice to a party at the addresses set out in the schedule hereto, shall be deemed to have been given:
 - 17.4.1 If posted by prepaid registered post to that party's postal address ten (10) days after the posting thereof or;
 - 17.4.2 If delivered by hand to a responsible person during ordinary business hours at that party's *domicilium citandi et executandi*, on the day of delivery
 - 17.4.3 If it can be proved otherwise that it came to the notice of the other party;

17.4.4 If it is received as in terms of section 23 of the Electronic Communications and Transactions Act 25 of 2002.

17.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was sent to or delivered as provided above.

18. INDEMNITY

18.1 The Performer indemnifies the Practitioner against any claim that may be brought against the Practitioner by any person whatsoever (including Advertiser) relating to or connected with the breach by the Performer of his obligation as recorded in this agreement.

18.2 The Performer or the Performers' Agent as the case may be shall use his / her best endeavours to ensure that the Performer shall comply with the obligations as recorded in this agreement.

18.3 The parties record that in the event of any claim of any nature whatsoever being made against the Performer in respect of any performance given or any testimonial made in terms hereof, that Practitioner indemnifies and hold the Performer harmless in respect of any such claim.

19. NON – DISCRIMINATION CLAUSE

The parties affirm their commitment to a policy of non - discrimination and fair employment in connection with the engagement and treatment of Performers on the basis of sex, race, colour or creed, subject to the specific requirements of the script and casting brief and any statutory requirements.

20. ACCIDENT / ILLNESS

20.1 If the Performer is absent from the studio or location by reason of accident or illness, the Performer must provide a medical certificate to the Practitioner and the Practitioner shall be entitled to require the Performer to submit to a medical examination by a medical practitioner of its choice and its cost.

20.2 If the Performer is unable by reason of accident or illness to fulfil or complete the engagement, Practitioner may, at its discretion either:

- 20.2.1 terminate the engagement forthwith upon payment to the Performer of all fees accrued up to the time of the Performers' incapacity, or;
- 20.2.2 make such other arrangements with the Performer by way of

postponement and the like as may be practicable to fulfil the engagement.

21. GOVERNING LAW

The agreement shall be interpreted in accordance with the laws of the Republic of South Africa, irrespective of where the Performer renders service and notwithstanding the place of signature, and subject to the jurisdiction of the South African courts.

22. RELAXATION

No relaxation or indulgence which any party may give at any time whatsoever in regard to the other party's obligations in terms of this agreement shall prejudice any party's rights hereunder in any manner whatsoever nor shall such relaxation or indulgence be regarded as a waiver of any rights in terms hereof.

23. VARIATION

No variation or notification of the agreement, including this clause, is of any force or effect unless reduced to writing and signed by the parties.

24. MISCELLANEOUS

24.1 No agreement exists between the parties hereto in connection with the subject matter of the agreement, which are not contained in this document. Neither of the parties shall be bound by any representation, warranty, promise or the like not recorded therein.

24.2 Any addenda to the agreement shall be in writing and signed by all parties and shall be deemed to be included in S9.

24.3 Neither of the parties has made any representations nor given any warranties to any other party in connection with the subject matter of this agreement, which are not contained in this document.

24.4 It is recorded that nothing contained in this document restricts the rights of the parties to negotiate other terms of contract.

24.5 If the material does not include a testimonial there may be no indication to the contrary in the material and the Performer's contribution will be depicted or portrayed as that of a fictitious person.

24.6 It is hereby noted that SAGA – South African Guild of Actors will support and adhere to the collectively (ACA, NAMA, PMA and SAPAMA) negotiated agreement and terms and conditions and will support the best practise code as required in the commercial industry.

25. ANNEXURES

Annexure A – Artist Declaration Form.

Annexure B – Sectorial Determination 10 – Children in the Performance of Advertising, Artistic and Cultural Activities in South Africa.

Annexure Guidelines:

- Rate Guidelines.
- Competitive Products.
- Primary Medium / Television Percentages for all Countries.
- Usage Territories for Primary Medium / Television.
- Usage Medium Definitions and Percentages for South Africa and Foreign Territories.
- Usage Media Packages.
- Glossary of the South African Commercial and Stills Industry.
- Voice – Over Percentages.

Proof of Insurance Cover supplied by Practitioner.