

5. **REPEAT BROADCAST FEES**

- 5.1 It is recorded that after the first transmission of the PRODUCTION has been broadcast by the SABC, repeat broadcast fees for the broadcast of the PRODUCTION on both national and regional channels will be payable to certain categories of performers which categories will be determined according to the part(s) that the PERFORMER will play in the PRODUCTION and as a consequence thereof will fall into the definition of a principal performer in terms of clause 2.11. It shall be indicated in schedule III as to whether repeat broadcast fees are to be payable and whether the PERFORMER is regarded as a principal performer.
- 5.2 In the event that repeat broadcast fees are applicable, the SABC shall pay the PERFORMER for each repeat broadcast by the SABC of the PRODUCTION, whether national or regional, on or before the end of the month which follows the month in which such repeat broadcast took place, an additional remuneration of either:
- 5.2.1 25% of the total remuneration payable in terms of this agreement if the repeat broadcast took place during prime time;
- 5.2.2 15% of the total remuneration payable in terms of this agreement if the repeat broadcast took place during non-prime time.
- 5.3 Notwithstanding the provision in clause 5.2, if the SABC is required to repeat a broadcast of the PRODUCTION solely for the reason that the original broadcast was unable to take place or be completed due to a technical reason, such repeat broadcast shall not be regarded as a repeat broadcast for purposes of this clause.
- 5.4 Notwithstanding the provisions of clause 5.2, the SABC shall be entitled without incurring any liability to the PERFORMER, to repeat broadcast the PRODUCTION on national channels within one week of the first transmission of a single programme or within one week of each episode, if the PRODUCTION is a series, or on regional channels within one month of the first transmission of the single programme or within one month of each episode, if the PRODUCTION is a series.
- 5.5 For purposes of this clause, prime time shall mean 18h00-21h00 for Sundays to Thursdays, and 18h00-21h30 on Fridays and Saturdays. Non prime time shall mean all hours outside of those stipulated for prime time.

7. **COMMERCIAL EXPLOITATION**

- 7.1 The SABC shall be entitled to commercially exploit the PRODUCTION in any way whatsoever provided that the SABC has notified PAWE thereof at its earliest possible convenience, and subject only to its legal rights to do so. No right of the PERFORMER shall inhibit the rights of the SABC to so commercially exploit the PRODUCTION, subject only to the terms of this agreement and specifically what is contained in clause 7.2 hereunder.
- 7.2 Should the SABC commercially exploit the PRODUCTION using the likeness/image/photograph/performance of a PRINCIPAL PERFORMER, then in such event:
- 7.2.1 the SABC and such PERFORMER shall agree on a lump sum amount to be paid to the PERFORMER, or
- 7.2.2 failing which, the SABC shall pay such PERFORMER a pro rata share of 2% (two percent) of the GROSS PROFITS received by the SABC by virtue of such exploitation, which pro rata share shall be determined by dividing the said 2%(two percent) of GROSS PROFITS between the PRINCIPAL PERFORMERS of the PRODUCTION in proportion to their total remuneration paid in terms of this agreement.
- In the event of either 7.2.1 or 7.2.2 above, the PERFORMER shall have no further rights in terms of any commercial exploitation.
- 7.3 The term "commercial exploitation" shall include any merchandising related to the PRODUCTION, provided that the PERFORMER's likeness/image/photograph/performance is used in relation to such merchandising.
- 7.4 The SABC shall pay the PERFORMER his share of the GROSS PROFITS on a bi-annual basis.
- 7.5 In the event of any dispute as to the GROSS PROFITS accruing to the PRODUCER for any given period of time, the SABC shall ensure that the PERFORMER, through an accredited firm of auditors shall be entitled to have access to all related books of account, financial statements and documents of account of the SABC to be examined independently by such auditors at the PERFORMER's own expense upon advanced notice in writing.