

1. INTERPRETATION

In this Agreement unless the contrary intention is evident from the context, the masculine shall include the feminine, the singular shall include the plural and vice versa in both instances.

2. DEFINITIONS

The below listed expressions shall be deemed to have the meanings as ascribed to them:

- 2.1 ADR: Additional Dialogue Replacement/post-synchronisation means the voice synchronisation by the PERFORMER of his own voice to his own on camera performance.
- 2.2 Broadcaster: A person or organisation, as a network or station, that broadcasts radio and/or audio visual content on various platforms.
- 2.3 Call: A period during which time the PERFORMER renders services and shall include tea and meal breaks and the time spent in applying make-up and wardrobe to the PERFORMER; as well as return travel time from the location if the location is in excess of 55 km from the production office or accommodation base.
- 2.4 Call Schedule: The schedule attached hereto or which will be issued daily during the production period setting out the details of times, places and dates relative to the calls required to be performed by the PERFORMER.
- 2.5 Dubbing: The voice synchronisation by a PERFORMER off camera to match the performance of another PERFORMER in an existing production originally produced in a different language.
- 2.6 Exclusive Call basis PERFORMER may not be elsewhere engaged and the PRODUCER has exclusive access to his services except during periods of unavailability as set out in the above Schedule III
- 2.7 First Call basis: PERFORMER may be elsewhere engaged but PRODUCER and/or BROADCASTER has priority on his services except during periods of unavailability as set out in the above Schedule III.
- 2.8 Global Fee: A guaranteed total (one-off) fee payable to the PERFORMER for a maximum number of calls stipulated in schedule IV to be performed within the period of engagement as per Schedule III. Such calls shall include travel, wardrobe, additional hours, rehearsals, read through's, standby-days, post production.
- 2.9 Gross Profit: All income received by the PRODUCER from the commercial exploitation of the BROADCASTER / PRODUCTION after deduction of distribution commission and distribution expenses up to a maximum of 35% of gross income.
- 2.10 Minimum Calls: A guaranteed number of calls in respect of which the remuneration for those guaranteed number of calls shall be paid to the PERFORMER, irrespective of whether the PERFORMER in fact had less calls or whether the PRODUCTION is cancelled or curtailed.

- 2.11 Monthly Call basis: PERFORMER shall perform for the PRODUCER a maximum of 23 calls in any period of a month. Although the PERFORMER may be elsewhere engaged, the PRODUCER shall have first call on his services for the performance of the said 23 calls in any one month. This shall include travel and standby days but exclude additional hours.
- 2.12 Post production call: A call, after the shooting period has been completed, during which PERFORMER is required to provide services in connection with editing, post-synchronisation, dubbing or retakes.
- 2.13 Principal Performer: A PERFORMER who has been denoted as such in schedule III above.
- 2.14 Producer: The BROADCASTER, individual, company, corporation or organisation commissioned by the BROADCASTER to control, administer, direct and be responsible for any, whether the individual, company, corporation or organisation is or will be the holder of the copyright of the completed production.
- 2.15 Accommodation: This term shall be deemed to include and have due regard to the location, clean towels and linen, hot water, bathing, heating and cooling facilities, one bed for each PERFORMER and no more than two beds in each room, details of which shall be given to the PERFORMER by the PRODUCER at its earliest possible opportunity. Where practicable, the PRODUCER shall provide single room accommodation.
- 2.16 Rehearsal: When the PERFORMER attends a rehearsal session with or without other cast members for the benefit of the PRODUCER/writer/director.
- 2.17 Second Call basis: PERFORMER is engaged elsewhere, and the PRODUCER does not have priority on his services.
- 2.18 Shooting Period: The period from the FIRST shooting day until the FINAL shots of the shooting scripts have been completed.
- 2.19 Single Programme: A programme being complete in itself and not forming part of a serial or series.
- 2.20 Standby Call: A day on which a PERFORMER is on call, but is required to remain at his place of residence or any other agreed upon venue.
- 2.21 Weekly Call basis: A weekly fee is payable to the PERFORMER for a guaranteed minimum number of weeks as stipulated in Schedule IV and shall include travel and standby days but exclude additional hours.

3. ENGAGEMENT PERIOD

The engagement in terms hereof shall commence on the date indicated in Schedule III hereof and shall, subject to the conditions contained in this Agreement, continue in full force and effect until the termination date reflected in Schedule III unless the parties have agreed in writing prior to the termination date that such date is to be extended or reduced and an alternative termination date is agreed upon between the parties.

4. REMUNERATION

- 4.1 In consideration of the PERFORMER's engagement hereunder the PRODUCER undertakes to remunerate the PERFORMER in accordance with Schedule IV of this Agreement, which remuneration shall be payable as follows:

4.1.1 **Call Basis**

If the PERFORMER is engaged on a call basis, the remuneration due to the PERFORMER shall be payable weekly in arrears, provided an invoice has been received by the PRODUCER, either by Email, fax, post or hand delivery, provided further where a VAT invoice is required, that the original invoice has, in addition, been submitted to the PRODUCER on or before the end of that month;

4.1.2 **Weekly and Monthly Basis**

If the PERFORMER is engaged on a weekly basis, the remuneration for each week shall be payable a week in arrears, or on a monthly basis shall be payable on or before the end of that month, provided an invoice has been received by the PRODUCER, either by Email, fax, post or hand delivery, provided further where a VAT invoice is required, that the original invoice has, in addition, been submitted to the PRODUCER on or before the end of that month.

4.1.3 **Global Fee**

If the PERFORMER is paid a Global (one-off) fee payment will be divided up into a monthly or weekly payment. Should the number of calls performed be in excess of the maximum number of calls stipulated in schedule IV, within the period of engagement, then the PERFORMER shall be paid for the number of calls so performed in excess, at the call rate stipulated in schedule IV. Should the performer be required to perform after the engagement period, the call rate stipulated in schedule IV shall apply.

4.2 **Standby**

If the PERFORMER is on standby but not physically present on set or location he shall be remunerated in respect of such a standby day at the rate of 50% (fifty percent) of the applicable call fee. Any standby days performed by a PERFORMER during any month shall form part of the maximum number of calls in terms of Schedule IV.

4.3 **Payment of Value Added Tax**

The remuneration referred to in Schedule IV hereof does not include value added tax. The PRODUCER shall pay value added tax to the PERFORMER on condition that a VAT invoice shall have been furnished in respect of each payment requested by the PERFORMER. The VAT invoice shall comply with the provisions of the value-added Tax Act, No. 89 of 1991.

4.4 **Procedure of non-payment and Financial Guarantee by PRODUCER/BROADCASTER**

4.4.1 Should the producer default on payment during any week or month, and does not rectify the situation within 3 days after payment is due, the performer can

4.4.1.2 Stop work until such time as payment is made.

4.4.1.3 Contact the financial manager at the BROADCASTER, who will facilitate with the Producer and thus insure artist payment is made timeously.

4.4.2 Should The Personal Managers Association (The PMA) and The South African Guild of Actors (SAGA), hereafter called the Associations, however decide that a letter of financial guarantee is required, or whether the Company must provide moneys to be placed in escrow, The Associations will inform the Company and the BROADCASTER of its decision in writing. This decision will apply in the following situations:

4.4.1.1 Default on payment of a previous production

4.4.1.2 A new company with no previous production records

4.4.1.3 Should there be no confirmation of funding for a production

- 4.4.2. The Company shall either send to The Associations a letter of financial guarantee, a copy of Which must be provided to the Associations or provide sufficient funds to enable the Association to hold in an escrow account, for money on behalf of the PERFORMER engaged in the production. The escrow money shall be an amount equivalent to the PERFORMER's contractual fees as agreed to between the Association and the PRODUCER. Escrow should be lodged with the Associations no later than two weeks prior to the commencement of principal photography. The Associations will only finalise the PERFORMER's contracts once the guarantees are in place.
- 4.4.3 The Associations shall hold the escrow money in a Trust Account that is a separate bank Account operated by the Associations solely for the purposes of providing escrow services. The Associations and the Company shall agree to the terms of the escrow payments in a separate agreement.

5. REPEAT BROADCAST FEES

SEE ANNEXURES A ATTACHED TO THIS CONTRACT

6. BROADCASTER's and PRODUCER's RIGHTS

- 6.1 By virtue of the remuneration paid in terms of Schedule IV and Clause 4 hereof:
- 6.1.1 The BROADCASTER shall be entitled to broadcast the PRODUCTION subject to the provisions of Clause 5 hereof;
 - 6.1.2 The BROADCASTER and PRODUCER shall be entitled to edit the PRODUCTION;
 - 6.1.3 The BROADCASTER and PRODUCER shall be entitled to reproduce and preserve fixations of the PRODUCTION;
 - 6.1.4 subject to the provisions of Clause 35, the BROADCASTER shall be entitled to use the PRODUCTION to promote and advertise the PRODUCTION, including on new media (digital, social media, websites, YouTube, etc.) up to a maximum of 5 minutes per clip. Should the clip be longer than 5 minutes, the clip will be regarded as a repeat of the production, in which case repeat fees will become payable in terms of Clause 5;
 - 6.1.5 The BROADCASTER and PRODUCER may enter the PRODUCTION at any time for any prize contest, film festival or competition, and the PERFORMER hereby undertakes to sign all relevant entry documents provided that any remuneration accruing to the PERFORMER as a result of such entry shall be paid to him on or before the end of the month during which it was received by the BROADCASTER or PRODUCER;
 - 6.1.6 The BROADCASTER and PRODUCER shall be entitled to use the PRODUCTION for internal purposes but not for public viewing;
 - 6.1.7 The BROADCASTER shall be entitled to broadcast extracts of the PRODUCTION in programmes of a commemorative or reminiscent nature up to a maximum duration of ten minutes per extract;
 - 6.1.8 The BROADCASTER shall be entitled to commercially exploit the PRODUCTION subject to the provisions of Clause 7 hereof.
- 6.2 **ADR/Post-Sync**
- 6.2.1 Should the PRODUCER require the PERFORMER for post-production sync/ADR purposes within the period of the PERFORMER's engagement, no additional remuneration shall be paid provided that no additional calls are performed. Should calls, post-sync /ADR calls included, exceed 23 calls in any month during the PERFORMER's engagement, the first post-sync/ADR call thereafter will be free of charge, after which further post-sync/ADR calls will be remunerated as stipulated in Schedule IV hereof, i.e. at 50% of the call rate.
 - 6.2.2 Should such post-production sync calls take place outside the PERFORMER's engagement period, then the PERFORMER agrees to be engaged on a Second Call basis, subject to his professional availability, for which he shall be remunerated under Clause 4.1.1 above and at the post production sync call rate as stipulated in Schedule

IV, i.e. 1 free call if the PERFORMER has worked more than 3 calls thereafter 50%. Should a performer have worked less than 3 calls he will be paid 50% of call rate.

6.3 **Retakes and Extra Scenes**

Should the BROADCASTER or PRODUCER require the PERFORMER for retakes or extra scenes after the engagement period, the PERFORMER shall be obliged to return on a Second Call basis for which he shall be remunerated in terms of Clause 4.1.1 and at the call rate as stipulated in schedule IV.

6.4 **Dubbing of PERFORMER's Voice**

The BROADCASTER or PRODUCER shall have the right to dub or replace the voice of the PERFORMER with any other voice in any language or dialect except the original language or dialect. The BROADCASTER or PRODUCER may not dub the original language or dialect, unless for artistic and/or technical reasons and subject to the consent of the PERFORMER being obtained, which consent shall not unreasonably be withheld. In the event that the PERFORMER is professionally or otherwise unavailable to dub the PERFORMER's own original voice, the PRODUCER shall not be required to obtain the PERFORMER's consent.

7. **COMMERCIAL EXPLOITATION**

SEE ANNEXURES A ATTACHED TO THIS CONTRACT

8. **SCRIPTS**

The PRODUCER shall at its earliest possible opportunity supply the PERFORMER with the scripts of the PRODUCTION. The PERFORMER undertakes to read all scripts of the PRODUCTION in order to acquaint himself with the nature of his role to be performed.

The PERFORMER shall make a proper study of all scripts or scores before the first rehearsal and shall perform his part in a proper, diligent, competent and professional manner, to the best of his ability and in accordance with any reasonable directions given to him by the PRODUCER or director of the PRODUCTION.

9. **REHEARSALS, WARDROBE-FITTING CALLS AND SPECIAL TESTS**

The PERFORMER undertakes to make him available for and to attend punctually all calls, rehearsals calls, wardrobe-fitting calls and special tests calls on such dates and at such places and times as specified in the attached or daily call schedules and to be ready fifteen minutes before each appointed time.

10. **DRESSING ROOM AND SANITARY PROVISIONS**

PERFORMERS may refuse to commence work at any set or location where the PRODUCER fail to provide the following facilities:

- 10.1 A supply of pure drinking water;
- 10.2 A suitable seat for each PERFORMER during rest periods;
- 10.3 Separate dressing room facilities where male and female PERFORMERS may change their clothing in privacy and comfort.
- 10.4 No PERFORMER may be asked to change in a public washroom, unless it is closed to the public at the time the PERFORMER is required to change, nor shall the PERFORMER be asked to change in unsanitary facilities;
- 10.5 separate dressing room facilities for minors of each sex;
- 10.6 a place such as a locker room, dressing room with locks, or a secure area with facilities for checking personal belongings and for the proper safe keeping of the PERFORMER's clothing during performing hours;
- 10.7 clean and accessible toilets and washrooms;
- 10.8 an easy accessible smoke-free area;

- 10.9 make-up facilities with clean make-up and hair equipment and individual make-up sponges;
- 10.10 a craft table with drinking water, tea and coffee throughout the day;
- 10.11 a quiet rest area with seating, separate from non-actors;
- 10.12 Special dietary requirements for PERFORMERS who need it.

11. MAKE-UP

The PERFORMER agrees, if so requested, to be made up in accordance with the requirements of the director by a make-up artist appointed by the PRODUCER. The PRODUCER shall supply such make-up as well as the means to remove same, and shall also exercise its sole discretion as to the type and quality of all make-up and cleansers so used, unless otherwise agreed to in the special conditions (Schedule V). All sponges, brushes and tools used are to be clean and hygienic, each PERFORMER to be supplied with individual sponges and brushes to avoid contamination and skin irritations or skin disorders.

12. COSTUMES

The PERFORMER undertakes and agrees:

- 12.1 To wear all costumes, clothes and other items or accessories provided by the PRODUCER for performing his part in the PRODUCTION;
- 12.2 to take reasonable care to keep the same in good order and condition, fair wear and tear excepted; to protect such items in a clean and neat condition having regard to prevailing circumstances and to return all of these items to the wardrobe department at the end of each call for safe-keeping and necessary maintenance;
- 12.3 to pay to the PRODUCER the replacement value of any costumes, item or clothing or accessory not returned to the PRODUCER; or to pay an amount equal to the monetary value of any damages to any such costume, items of clothing or accessory returned to the PRODUCER except where such loss or damage arises from the PERFORMER's fulfilment of his obligations hereunder;
- 12.4 To provide all items of hosiery, footwear and underclothing but the *BROADCASTER /PRODUCER shall not require the PERFORMER to provide any costumes which are not ordinarily used by the PERFORMER in his private capacity;
- 12.5 to make any costume, item of clothing or accessory owned by himself and required for his PERFORMANCE available for hire to the PRODUCER at mutually agreed rates, provided that the PRODUCER shall, under circumstances where the PERFORMER has exercised due care in the use of any such costume, item of clothing or accessory:
 - 12.5.1 pay to the PERFORMER the replacement value of any costume, item of clothing or accessory supplied by the PERFORMER that becomes lost or destroyed; or
 - 12.5.2 pay to the PERFORMER an amount equal to the monetary value of any damage to any costume, item of clothing or accessory supplied by the PERFORMER; where such loss, destruction or damage results solely from the performance by the PERFORMER of his obligations in terms of this Agreement and not from any reckless or negligent conduct on the part of the PERFORMER.
- 12.6 not to use any costume, item of clothing or other article supplied by either the PRODUCER or the PERFORMER for the PRODUCTION in his private capacity without the prior written consent of the PRODUCER provided where the PERFORMER uses his own clothes as costumes, the PERFORMER shall be entitled to use it in his private capacity after expiry of the engagement period.
- 12.7 The PRODUCER undertake and agree to maintain all costumes worn by the PERFORMER suitably for the duration of the shooting period.

13. CHARACTER RIGHTS AND PSEUDONYMS

The PERFORMER is not entitled to any right in, or to make any claims to, any character or pseudonym which the PRODUCER may provide for him for the purpose of this Agreement and the PERFORMER shall not use this character or pseudonym for any other purpose without the prior written permission of the PRODUCER.

14. CONTRACTUAL COMMITMENTS

14.1 The PERFORMER warrants that he is not at the time of signing this Agreement under any obligation other than as indicated in Schedule V which may contractually or otherwise, restrain him from carrying out his obligations in terms of this Agreement. The PERFORMER agrees not to make any such commitment or enter into any such Agreement during the subsistence of this Agreement without prior consent of the PRODUCER.

14.2 During the period of this Agreement, unless the PRODUCER have given its consent in writing, which consent shall not be unreasonably withheld, any PERFORMER engaged on an exclusive call basis agrees not to:

14.1.1 Take part in any other performance of whatever nature;

14.1.2 Take part in the production of any other film, television or radio programme, or disc or tape recording;

14.1.3 Be a party to any Agreement or arrangement, which conflicts with or may conflict with his obligations in terms hereof.

15. SCREEN TESTS AND AUDITIONS

If the PERFORMER is required by the PRODUCER to take part in any other actor's screen test or audition during the tenure of this Agreement, the PERFORMER shall be paid on the same call basis as that on which he is remunerated for his engagement in terms hereof.

16. NON-PERFORMING ATTENDANCES

For each day on which the PERFORMER attends any session solely for the purposes of make-up, hairdressing, wardrobe, camera tests and the like, the PERFORMER shall be paid as set out in Schedule IV hereof.

17. REGULATIONS

The PRODUCER undertake to provide the PERFORMER with a copy of any relevant regulations and requirements with regard to the studio or location before the commencement of the shooting period. The PERFORMER shall comply with all regulations and requirements of the studios and locations, and with all reasonable instructions that the PRODUCER may give for the PRODUCTION and conduct of the recording or filming operations. Such regulations and requirements may not be in contradiction or replacement of any terms and conditions contained in this Agreement.

See annexure B attached to this contract.

18. PERSONAL HABITS AND HEALTH

18.1 The PERFORMER shall not make use of any alcoholic beverages or intoxicating drugs, save those prescribed by a practising medical practitioner, proof of which shall be submitted on request, immediately before or during any rehearsals or shooting calls and shall at no time relevant hereto act in any manner which might foreseeably place the PERFORMER or the PRODUCER in an embarrassing or ridiculous situation.

18.2 The PERFORMER shall not during the period of engagement stipulated in Schedule III of this Agreement participate in any dangerous or potentially dangerous activity or sport which may result in injury to the PERFORMER thereby preventing him from fulfilling his obligations hereunder.

19 **TRANSPORT**

- 19.1 The PRODUCER shall provide transport to the PERFORMER either from the PERFORMERS residence or from a central pick up point where the location is more than 55km from the production office. Should the production office be outside of the centre of the base town, then a central point shall be agreed to from where the 55km radius shall apply.
- 19.2 All vehicles provided by the BROADCASTER and /or PRODUCER for the transportation of the PERFORMER or otherwise provided by the performer shall be properly licensed, comply with all regulations in force from time to time regarding motor vehicles and shall be operated by a person holding a valid driver's license for that class of vehicle.
- 19.3 When a PERFORMER completes a call between 22h00 and 06h00, the PRODUCER shall, except when the PERFORMER declines, provide transportation to the PERFORMER's residence or an escort until the PERFORMER has reached his residence.

20. **ADDRESS**

The PERFORMER shall keep the PRODUCER informed at all times of his and his agent's residential address and a telephone number at which he or his agent may be contacted, provided such addresses shall be kept confidential by the PRODUCER.

21. **ACCOMMODATION**

If the PRODUCER requires the PERFORMER to remain overnight on Location, for the purposes of this Agreement, then this requirement shall be indicated in Schedule V (Special Conditions). The PRODUCER shall provide reasonable accommodation, including Full board (being breakfast lunch and supper), for the PERFORMER during the period of absence from the PERFORMER's permanent residence. The BROADCASTER and/or PRODUCER shall provide the PERFORMER with per diem to the value stipulated as per Schedule IV. The PERFORMER shall be responsible for settling all extras/incidentals in relation to such accommodation. The PRODUCER will be responsible for all flights, accommodation and transport to and from the base city and to and from location, unless negotiated upfront.

22. **INDECENT PERFORMANCE**

- 22.1 The PERFORMER shall not be required to appear nude, partially nude or perform acts of a sexual nature in the course of the PRODUCTION. The PERFORMER shall not be required to portray a character or use dialogue or actions in portraying the character, which may be offensive, socially unacceptable, discriminatory or morally questionable to a part of, or all of society, unless the PERFORMER has been advised in advance of the full detail of such acts or dialogue and has given written consent which shall be indicated in Schedule V (Special Conditions).
- 22.2 The PERFORMER shall not be required to appear nude or partially nude at any audition, except with his prior written consent.
- 22.3 No still photographs will be taken during the rehearsal or shooting of the scenes where the PERFORMER is required to appear nude, partially nude, or performing simulated sex acts, without the prior written consent of the PERFORMER and provided each photograph shall be endorsed by the PERFORMER.
- 22.4 A stand in or double for the PERFORMER cannot be used in a scene where the stand-in or double is required to appear nude, partially nude or in a simulated sex act, unless the express written consent of the PERFORMER is obtained.

- 22.5 No person not strictly necessary for the filming of the performance involving nudity, partial nudity or simulated sex acts shall be permitted to be present while the shooting of the scene takes place.
- 22.6 With the consent of the fellow PERFORMER, and with the consent of the director, the PERFORMER may have the PERFORMER's personal representative on the set.
- 22.7 Where necessary to verify contractual obligations, the PERFORMER may request to view the footage at the "fine-cut" stage of a scene in which they appear nude, semi-nude, or in scenes of a sexual nature. Permission to view such footage shall not be unreasonably withheld.
- 22.8 After the completion of the transmission copy of the PRODUCTION, the PRODUCER shall destroy all off-cuts containing the images of the PERFORMER in a state of nudity, partial nudity or in which the PERFORMER performed a simulated sex acts.

23. RISK, DANGEROUS PERFORMANCE

- 23.1 The PERFORMER shall be advised in writing by the PRODUCER prior to the signing of this Agreement of any hazardous or dangerous performance which may be required to be performed. Such notice shall set out the general nature and extent of such dangerous or hazardous acts which shall be recorded in Schedule V of this Agreement. For purposes of this Agreement, the term "a dangerous or hazardous performance" shall be any act which creates a risk of injury to the life or limb of the PERFORMER.
- 23.2 Should the PRODUCER be unable to provide notice of the dangerous or hazardous performance at the time of signing this Agreement, or the PERFORMER is required during the engagement period to perform a hazardous or dangerous act which was not reflected in the script at the commencement of principal photography, the PERFORMER has the right to refuse to carry out such performance, which refusal shall not be construed as breach by the PERFORMER of his obligations under this Agreement. In the event that the PERFORMER agrees to perform such dangerous or hazardous performance, under the provisions of this sub-Clause, such consent by the PERFORMER must be recorded in writing.
- 23.3 Should the PERFORMER insist at his own free will to carry out such a dangerous or hazardous performance, and such insistence is recorded in terms of Clause 23.1 or 23.2, the performance will be executed at the PERFORMER's own risk and the PERFORMER absolves the PRODUCER, its agents or representatives, as well as any independent contractor instructed by the PRODUCER, from and against all claims and demands, arising out of injury to the PERFORMER resulting from or caused by or attributable to the execution of the dangerous performance by the PERFORMER.
- 23.4 The PRODUCER reserve the right to refuse the PERFORMER permission to engage in any inherently dangerous activities. In such instance, the PRODUCER's decision shall be final and binding.
- 23.5 The PRODUCER acknowledges that the PERFORMER is engaged as an independent contractor as described in Clause 41.4 and warrants that he is aware that the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993, does not apply to Independent Contractors. The PRODUCER therefore undertake to make provision for insurance to cover any injuries the PERFORMER may suffer in the fulfilment of his obligations under this Agreement. Failing which, the BROADCASTER and PRODUCER acknowledge that they will be liable in their business and/or personal capacity, individually or jointly, for injuries suffered by the PERFORMER in the fulfilment of his obligations under this Agreement.
- 23.6 In the case of a production where hazardous work is planned the PRODUCER shall have a professional stunt/fight coordinator, armorer, animal handler, where required as well as para-medical team present on set.

- 23.7 The PRODUCER shall notify the PERFORMER's agent as soon as possible of any accident, incident or injury to a PERFORMER in the fulfilment of this Agreement and shall send a report setting forth the circumstances of the nature of the accident, incident or injury as well as the necessary claim details for insurance purposes to the PERFORMER and his agent within 2 days of the accident, incident or injury occurring.

24. STANDBY AND TRAVEL CALLS AND ADDITIONAL HOURS (OVERTIME)

- 24.1 A call shall commence at the call time stipulated in the call sheet for the day and shall normally consist of 12 (twelve) consecutive hours for a 5 day shooting week and 10 (ten) consecutive hours for a 6 day shooting week. This shall include make-up time, travelling
Time during a call for production purposes, all meals and tea breaks, as well as return travel time from the pick-up point to location if the location is in excess of 55km from the production office or hotel base. The maximum number of hours on call, including additional hours, shall not exceed 16 (sixteen) hours per day.
- 24.2 Save where otherwise agreed under Schedule V (Special Conditions), the PERFORMER shall not be required to be on call for more than 6 (six) hours without a meal break of 45 (forty five) minutes. Should a meal break be delayed by reason of the requirements of the PRODUCTION, such a delay shall not exceed a period of 45 (forty five) minutes unless the PERFORMER agrees to a delay of a longer period. The PERFORMER shall be afforded two tea breaks during a call at convenient times at the discretion of the PRODUCER of 10 (ten) minutes each.
- 24.3 In the event that the PERFORMER is on STANDBY, the PERFORMER shall be paid as set out in Schedule IV.
- 24.4 In the event that the PERFORMER is required to travel between his place of residence and the location on a day without shooting, the PERFORMER shall be paid one half of the call fee as set out in Schedule IV.
- 24.5 should the PERFORMER be required to travel and shoot on the same day, outside of their base town, the additional hours above shall apply. The time shall be calculated from either the call time on set to arrival time in the base town, or departure time in the base town to wrap time on set, or from departure time in the base town to arrival time in the base town.
- 24.6 With reference to Clause 24.1, when the PERFORMER is required to render services for more than 12 (twelve) / 10 (ten) hours a day, then the excess over 12 (twelve) / 10 (ten) hours shall be additional hours. The first 15 minutes will be free of charge. Thereafter remuneration for additional hours shall be calculated as follows:
- the first hour is calculated at 1.5 times the hourly rate;
 - a period of 2 consecutive hours or part thereof shall constitute 50% of the call rate as per Schedule IV;
 - A period of three or four consecutive hours or part thereof shall be deemed to constitute one further call per Schedule IV.
 - more than 16 hours a penalty of a minimum of a third call rate shall apply
- 24.7 The PRODUCER must provide the PERFORMER at the PRODUCER's cost with breakfast if the call time starts before 07h30, also lunch; and in the event the call continues 6 (six) hours after lunch, also with supper.
- 24.8 There shall be a break of not less than 10 (ten) hours between the end of one call and the commencement of the next call unless otherwise agreed by the performer. Where the PERFORMER agrees to attend a call the following day with less than the prescribed 10 hour break, to a maximum of two hours, a penalty fee of 1.5 times the hourly rate pro rata for every hour or part thereof shall apply.
- 24.9 The PERFORMER shall be entitled to a break of not less than 24 (twenty-four) hours after every 6 (six) consecutive performing days. If for emergency reasons this is not possible then,

by prior agreement with the PERFORMER, a seventh day may be performed at double the agreed call rate as per Schedule IV.

24.10 The PRODUCER shall provide time sheets signed by the PERFORMER on a weekly basis for payment and additional hour's calculation purposes.

25. CANCELLATION OF A CALL

Subject to Clauses 26 and 33 below, regardless of whether the PERFORMER is engaged on a global, monthly, weekly or daily call basis, in the event of the cancellation of a call by the PRODUCER:

- more than 2 (two) weeks prior to the date of the call, the PERFORMER shall not be entitled to any payment in respect of such cancelled call;
- more than 24 (twenty four) hours but less than 2 (two) weeks prior to the date of the call, the PERFORMER shall be paid one-half of the remuneration for the call;
- Less than 24 (twenty four) hours prior to the date of the call, the PERFORMER shall be paid in full for the call.

26. WEATHER CALL

Should the PERFORMER be notified of the possibility of a cancellation of a call because of adverse weather conditions, the PERFORMER shall nevertheless hold him available for the call.

Should the services of the PERFORMER not be required due to such adverse weather conditions, such call shall be treated as a stand-by call and the PERFORMER shall be entitled to the remuneration provided in Clause 4.2 above; provided that should the PERFORMER be notified of the cancellation of a call because of adverse weather conditions less than 12 hours prior to the commencement of the call, the PERFORMER shall be entitled to full remuneration for the call, as if such notification had not been given.

27. SHOOTING SCHEDULE AND CALL SHEET

27.1 The PRODUCER undertakes, wherever possible upon the signing of this Agreement, to give the PERFORMER specific notice of the part to be played, wardrobe requirements, a list of the studios and locations as well as a general shooting schedule of the dates and times indicating where and when he will be on call.

27.2 The PRODUCER undertakes to advise the PERFORMER of his relevant call time by not later than 18:00 on the days preceding the days on which he will be on call.

27.3 The PRODUCER, while making every endeavour to provide the PERFORMER with correct and accurate information, accepts no liability for any reasonable errors that may appear on call sheets.

28. DISCLAIMER OF LIABILITY

The PRODUCER shall not be liable to the PERFORMER for any loss or damage to property during or in connection with this engagement unless caused by the negligence of the PRODUCER and recoverable on that ground.

29. COPYRIGHTS AND LICENCES

29.1 The PERFORMER hereby warrants that any manuscript or unpublished work provided by himself:

29.1.1 is his own original work which he is fully at liberty to use for all purposes required by this Agreement, without a licence or permission of any other person; or

- 29.1.2 Is an original work which he is fully entitled to use for all purposes required by this Agreement, and that he is the holder of all necessary licences or permissions for such use.
- 29.2 The PERFORMER hereby further warrants that any musical work provided and performed by himself shall not be a parody of the original of such musical work or contain any substituted lyrics or any unauthorised translation of the lyrics of the original work.
- 29.3 Where applicable the PERFORMER shall hand the PRODUCER, together with the proposed programme of his performance, a licence obtained from the copyright holder of any such manuscript or unpublished work as well as an authorisation to mimic or represent any person, or for the parody of any musical work, or for the translation or substitution of any lyrics associated with any musical work.
- 29.4 The PERFORMER shall be responsible for all payments regarding rights to any manuscript or unpublished literary work provided by him.
- 29.5 The PRODUCER shall be responsible for copyright payments regarding:-
- 29.5.1 Musical works required by the PRODUCER to be performed by the PERFORMER;
 - 29.5.2 Manuscripts or unpublished works provided by the PRODUCER;
 - 29.5.3 Approved manuscripts or unpublished literary works controlled by DALRO or a similar body unless the PERFORMER is the author thereof, and
 - 29.5.4 Approved published works.
- 29.6 Manuscript material scripts or scores or any part of any manuscript, script or score provided for the PERFORMER by the PRODUCER shall not be used for any performances the PERFORMER may render on behalf of any third party without the express written permission of the PRODUCER in each case.

30. INDEMNITY

- 30.1 The PERFORMER hereby indemnifies the PRODUCER against any claim which may be brought against the PRODUCER as a result of any breach of the warranties or undertakings given by the PERFORMER under Clause 29 together with any reasonable legal expenses.
- 30.2 The PRODUCER hereby indemnifies the PERFORMER against any action by any third party arising out of a script supplied to the PERFORMER by the PRODUCER and performed as directed by the PRODUCER except as provided in Clause 23.3 above, provided that the PERFORMER shall notify the PRODUCER of any threatened action and of the commencement of any proceedings, and shall co-operate in the defence of any such action, and further provided that the PERFORMER shall make no admission of liability without the prior written authority of the PRODUCER.
- 30.3 The PERFORMER warrants that his PERFORMANCE of any work provided or chosen by him shall not contain anything defamatory or anything calculated to bring the PRODUCER into disrepute and that it shall not contain any advertisement or anything of an advertising nature.

31. BREACH

- 31.1 Should either party commit any material breach of any of the conditions of this Agreement, then the party not in breach ("innocent" party) shall give the party in breach ("guilty" party) written notice of such breach allowing the guilty party 7 calendar days within which to remedy such breach, failing which the innocent party may forthwith terminate this Agreement or take such other action in law which may be available as the innocent party may consider most appropriate.
- 31.2 Notwithstanding the provisions of Clause 31.1 above, should the PERFORMER fail to present himself for a specific call or be present but be incapable to effectively render services or be incapacitated whether through abuse of alcohol or drugs then the PERFORMER shall not be paid for that call and in addition, be penalised with one extra call fee, except if the

PERFORMER is able to furnish the PRODUCER with a valid and justifiable reason for the PERFORMER's absence or such conduct within 24 hours.

- 31.3 Such call shall, notwithstanding the fact that the PERFORMER was absent or unable to perform, be deemed an inclusive call for purposes of calculating the minimum calls stipulated in Schedule IV of this Agreement.
- 31.4 Should the PERFORMER be absent without a valid and acceptable reason or unable to perform as envisaged for a subsequent call, then the PRODUCER may summarily terminate this Agreement and/or take such other action in law as the PRODUCER may consider appropriate.
- 31.5 Should there be a dispute between the PRODUCER and the PERFORMER as to the PERFORMER's physical or mental capacity to perform, then the PERFORMER shall submit himself for examination by a medical practitioner approved by the PRODUCER, whose decision shall be final and binding.
- 31.6 Should the PRODUCER make any charge of intemperance or use of any dependence-producing substance against the PERFORMER, such a charge shall be made at the time of the offence, provided that the PERFORMER shall be entitled to produce a certificate by a medical practitioner, obtained at his own expense within two (2) hours of such allegation having been made, in order to disprove the charge.
- 31.7 If a PERFORMER arrives later than his call-time as laid down in the daily production schedules, such PERFORMER will be penalised as follows, unless the PRODUCER, in his sole discretion and upon evaluating the validity of the PERFORMER'S reasons for being late, decides otherwise:

For being:

- half an hour late – 25% will be deducted from his daily rate
- one hour late – 50 %
- two hours late – 75%
- more than two hours late, the Performer will forfeit his full daily rate

The PERFORMER and Agent will be notified about the relevant deductions and will consent in writing to the deduction at the end of the month's payment.

32. REMEDIES/SETTLEMENT OF DISPUTES

Without detracting from either party's right to institute action or motion proceedings in the High Court or other court of competent jurisdiction in respect of any dispute that may arise out of this Agreement, the parties may, by mutual consent, follow the mediation and arbitration procedure as set out in Clauses 32.1 and 32.2. The provisions of this Clause 32 are separate and severable from the rest of this Agreement and, accordingly, shall remain in effect despite the termination or invalidity for any reason of this Agreement.

32.1 Mediation: If a dispute arises, the parties shall first attempt to resolve it by mutual agreement between a representative of the PERFORMER and a representative of the PRODUCER. Should such agreement not be reached, the dispute shall be referred by the parties without legal representation to a mediator. The dispute shall be heard by the mediator at a place and time to be determined by him or her in consultation with the parties. The mediator shall be experienced in the entertainment industry and be selected by agreement between the parties. The mediator shall at his or her sole discretion determine the process. If an agreement cannot be reached upon a particular mediator the mediation procedure shall lapse and the parties may agree to arbitration in terms of Clause 32.2.

- 32.2 Arbitration:** In the event that the Mediation referred to in Clause 32.1 does not resolve the dispute the parties may agree to refer the dispute to Arbitration. The parties agree to arbitration

in accordance with the Rules of the Arbitration Foundation of South Africa (AFSA). The parties shall endeavour to reach agreement as to the arbitrator, who must be an AFSA accredited arbitrator, within 5 days from the date on which agreement is reached to refer the dispute to Arbitration. If the parties fail to reach agreement as to the arbitrator the Arbitration Foundation of Southern Africa (AFSA) shall nominate the arbitrator.

33. CANCELLATION

- 33.1 Notwithstanding any provision to the contrary herein contained, the PRODUCER reserves the right at any time during the production of a series or single production to cancel this Agreement or curtail the PERFORMER's performance subject to payment by the PRODUCER to the PERFORMER of either a fee for completed performances as at date of cancellation or a cancellation fee equal to the remuneration due for the minimum number of calls or for the global amount, whichever is the greater.
- 33.2 Notwithstanding any provision to the contrary herein contained, the PERFORMER as well as the PRODUCER reserves the right, at anytime during the engagement period, in the case of an annual contract for a daily soap series, to cancel this agreement for whatever reason by giving the other party 12 weeks (84 recording days) notice.
- 33.2.1 The notice period may not include any production break as per the production schedule. Only actual recording days may be included in the notice period.
- 33.2.2 No cancellation fee shall be payable to or by either party if such timeous notice is given.
- 33.2.3 In the event that the BROADCASTER and /or the PRODUCER gives the PERFORMER notice less than the required period, the BROADCASTER and/or the PRODUCER shall pay the performer an amount equal to the full notice period required
- 33.3 If the Shooting Period or Period of Engagement is cancelled prior to the commencement of the Period of Engagement for whatever reason then the PRODUCER shall pay to the PERFORMER an amount calculated as follows:
- 33.3.1 if such cancellation should be brought to the attention of the PERFORMER within 30 (thirty) days prior to the commencement of the Period of Engagement, an amount equal to 75% (seventy five percent) of the remuneration due in terms hereof;
- 33.3.2 if such cancellation should be brought to the attention of the PERFORMER between 31 (thirty-one) and 45 (forty-five) days prior to the commencement of the Period of Engagement, an amount equal to 50% (fifty percent) of the total remuneration due in terms hereof; or
- 33.3.3 if such cancellation should be brought to the attention of the PERFORMER more than 45 (forty five) days prior to the commencement of the Period of Engagement, an amount equal to 10% (ten percent) of the total remuneration due in terms of this Agreement.

34 POSTPONEMENT

Should the PRODUCER postpone the period of engagement as recorded in schedule III, and should such postponement result in a conflict between the obligations assumed by the PERFORMER in terms of this Agreement and obligations assumed by the PERFORMER prior to entering into this Agreement, then the PRODUCER shall:

- 34.1 endeavour to reschedule the calls to permit the PERFORMER to comply with such other obligations; or
- 34.2 should the PERFORMER be unable to postpone or withdraw from the conflicting other obligations, compensate the PERFORMER with the fee equal to the remuneration due for the

minimum number of calls or for the global amount, provided that the PERFORMER shall have submitted proof of the conflicting other obligations.

35 PUBLICITY AND PROMOTION

- 35.1 The PERFORMER shall, if so required, furnish the PRODUCER with biographical information and a photograph suitable for publication. The PRODUCER shall be entitled to reproduce and authorise the reproduction of such material.
- 35.2 The PRODUCER shall have the right to use the PERFORMER's name and likeness to publicise and promote the PRODUCTION. The PERFORMER is obliged to co-operate in the promotion of the PRODUCTION and be available during his call schedule for the taking of photographs or conducting of interviews by the PRODUCER for purposes of promoting the PRODUCTION at such times and places mutually agreed upon between the parties.
- 35.3 If the PERFORMER is called during his engagement period specifically for the taking of photographs or conducting of interviews, such call will be regarded as forming part of his calls as envisaged under Schedule IV.
- 35.4 If the conducting of interviews or taking of photographs are to be done after expiry of the PERFORMER's engagement period, the PERFORMER shall make himself available for such interviews or photographs subject to the PERFORMER's professional availability and subject to a reasonable call fee not higher than the initial call fee, to be negotiated between the PERFORMER and the PRODUCER.
- 35.5 A PERFORMER's name or image shall not be used by the PRODUCER in commercial tie-ups between the PRODUCTION and commercial goods or services, other than the PRODUCER's own services to directly promote the PRODUCER, unless specially agreed to between the parties in terms of a separate written agreement.
- 35.6 The PRODUCER's rights under this Clause do not extend to merchandising rights. Such rights shall require the written consent of the PERFORMER.

36 SPONSORSHIP / PRODUCT PLACEMENT

- 36.1 The PERFORMER acknowledges that the PRODUCTION will contain exposure to commercial products in terms of product placement agreements between sponsors and the PRODUCER.
- 36.2 Notwithstanding the provisions of clause 35.5 of this Agreement, the PERFORMER agrees to such exposure, provided that:
- 36.2.1 It shall always be as natural and incidental as possible
- 36.2.2 no product will be associated with one specific PERFORMER.
- 36.3 Should any sponsor request the PRODUCER to associate its product with one specific PERFORMER, or shall the exposure of any product become so frequent in relation to any one PERFORMER with the result that such PERFORMER can no longer associate himself with a similar product, the PRODUCER shall obtain the PERFORMER'S written consent and shall negotiate a separate agreement with such a PERFORMER, pertaining to remuneration for such exposure.

37 BILLING

- 37.1 All PERFORMERS other than extras shall be billed at the end credits unless a front title is given of each episode of the PRODUCTION or unless the parties have agreed otherwise as set out in the Special Conditions (Schedule V). The PRODUCER shall have the right to determine, unless otherwise agreed in Schedule V (Special Conditions), the position, the size, nature and type set of the PERFORMER's name on the screen credits.
- 37.2 No PERFORMER'S image or name shall be featured in the title sequence of a programme that he was not contracted to perform in.

37.3 All credits will be presented in readily readable colour, size and speed, subject only to the requirements of the BROADCASTER, unless otherwise negotiated and recorded in Schedule V (Special Conditions).

38. MEDICAL EXAMINATION

If so required by the PRODUCER for Insurance purposes the PERFORMER shall, at the cost of the PRODUCER, submit himself for a medical examination by a qualified medical practitioner of his own choice. The contents of such report shall be dealt with in the strictest confidence.

39. FORCE MAJEURE

39.1 If the PRODUCTION is prevented or interrupted or stopped by reason of any cause beyond the control of the PRODUCER, including national mourning, civil unrest, fire, war, natural disaster, disruption or interruption of essential services and utilities due to force majeure, any order of any licensing or other public authority having jurisdiction, then the PRODUCER may:-

39.1.1 Suspend the operation of the PERFORMER's engagement during the period of prevention or stoppage of production without remuneration, in which case on resumption of performance on the production, the PERFORMER's engagement shall be resumed and;

39.1.2 whether or not the PERFORMER's engagement shall have been suspended pursuant to sub-Clause 39.1.1 above, cancel the PRODUCTION and terminate the PERFORMER's engagement as from the prevention or stoppage of PRODUCTION by notice in writing within five working days of the prevention or stoppage and upon pro rata payment of all fees for services already rendered prior to the date of prevention or stoppage.

39.2 If any suspension under the provisions of this Clause shall continue for three consecutive weeks the PRODUCER shall no longer be entitled to retain first call upon a PERFORMER after such three weeks unless the PRODUCER prior to the expiration of such three weeks, have notified the PERFORMER that the *BROADCASTER / PERFORMER wishes to retain first call on the PERFORMER at the end of the suspension, in which case:

39.2.1 If the suspension continues for more than three consecutive weeks, the PRODUCER shall pay to the PERFORMER during each week of continued suspension the weekly pro rata amount the PERFORMER would have received on first call.

39.2.2 At the end of the suspension, if the PERFORMER is retained on first call, the guaranteed period will be extended by the period of suspension, unless the PERFORMER is thereby prevented from performing an engagement entered into before the suspension, in which event the PRODUCER shall retain second call on the PERFORMER's services.

39.2.3 If during the period of the suspension the PERFORMER, who is on first call basis, wishes to enter into any other engagement, the PERFORMER shall consult with the PRODUCER so as to ensure his availability to complete the part.

40. Child Artist:

40.1 "Child Artist" means a person under the age of 18 years as defined in the Children's Act 38 of 2005. Accordingly, if the PERFORMER is a Child Artist, he/she shall be assisted by a parent or legal guardian to complete this Agreement.

40.2 An adult supervisor or tutor shall accompany the Child Artist to the studio or location where he/she is required for the production of the Film and shall, insofar as may be

necessary to ensure the well-being of the Child Artist, remain present for every period during which the Child Artist renders services.

40.3 A Child Artist required to shoot away from their home base shall be accompanied by an adult supervisor of their own choice.

40.4 For the purposes of this clause "night work" means work performed after 22h00 and before 05h00 the next day. Unless agreed otherwise in writing, the Company shall not require or permit the Child Artist to perform night work on more than three occasions per week.

40.5 In addition to the foregoing, the following provisions of the Sectoral Determination 10: Children in the Performance of Advertising, Artistic and Cultural Activities, South Africa ("Sectoral Determination 10") shall govern the rendering of the Services by a Child Artist who is under the age of 15 years:

40.5.1 The Company shall procure, where required by law, the licence or special permissions necessary for engagement of the Child Artist, at its own cost;

40.5.2 A Child Artist under the age of fifteen years (15), but older than ten (10) years shall not be required to be present on set for more than ten (10) hours per day;

40.5.3 A Child Artist under the age of ten (10) years, but older than five (5) years shall not be required to be present on set for more than eight (8) hours per day;

40.5.4 A Child Artist under the age of five (5) years shall not be required to be present on set more than six (6) hours per day;

40.5.5 A Child Artist under the age of fifteen years (15), but older than ten (10) years may work without a break for a maximum of four (4) hours per day;

40.5.6 A Child Artist of ten (10) years or younger may work without a break for a maximum of three (3) hours per day.

40.5.7 All other provisions of the Sectoral Determination 10 shall apply to the rendering of services by a Child Artist under the age of fifteen (15).

40.5.8 Should the Child Artist work longer hours than stipulated above, the additional hours clause 24 shall apply.

41. GENERAL

41.1 The paragraph headings and sub-headings herein are used for reference purposes only and shall not have any persuasive force in interpreting this Agreement.

41.2 For all purposes hereunder the PRODUCER chooses as its domicilium citandi et executandi

Whilst the PERFORMER chooses his address as it appears in Schedule I hereof.

41.3 The provisions of this Agreement shall for all purposes be interpreted in accordance with the Laws of South Africa.

41.4 It is hereby recorded that the PERFORMER is contracted exclusively on a freelance basis as an independent contractor for the purpose of fulfilling the specific function set out in this Agreement. On termination of this Agreement the PERFORMER shall have no right to claim employment by the BROADCASTER or the PRODUCER in any capacity on the strength of the legal bond created between the parties in terms of this Agreement. The PERFORMER specifically agrees that he has no claim whatsoever against the BROADCASTER or the PRODUCER in respect of any pension, leave, medical or other service benefits normally afforded by the BROADCASTER and PRODUCER to their permanent staff members.

- 41.5 PAYE tax will be deducted from the PERFORMER'S contract fee as per SARS tax regulations and the tax code 3616 will be used on the tax certificates issued to him.
- 41.6 This Agreement constitutes the whole Agreement between the parties hereto and no addition to, or alteration of any of the terms hereof, shall be of any force or effect, save for those Clauses that specifically allow for alternative written arrangements and which are recorded under Schedule V (Special Conditions).
- 41.7 Neither the BROADCASTER and/or the PRODUCER, nor the PERFORMER has made any representation nor given any warranties to the other in connection with the subject matter of this Agreement, which are not contained in this Agreement.
- 41.8 This Agreement represents the minimum contractual conditions and shall not restrict the right of the PERFORMER to negotiate for more favourable terms and conditions, which terms must be recorded in writing and reflected under Special Conditions (Schedule V).
- 41.9 The PRODUCER shall require the observance of this Agreement by any sub-contractors with whom it may be in contractual relationship
- 41.10 The PRODUCER shall at all times provide safe and healthy working conditions at the studio and or on location. The BROADCASTER and/or PRODUCER shall provide a fully equipped first aid kit in every studio and on location and shall furnish such a kit in accordance with a list of requirements from the S.A. Red Cross Association. The PRODUCER shall ensure that a person who has competent knowledge of first aid is available at the studio or on location to use such first aid kit and to administer first aid.