

INTERNATIONAL PERFORMER'S AGREEMENT

STANDARD TERMS & CONDITIONS FOR ON-CAMERA PERFORMANCE

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.
- 1.2 "advertiser" means the person named in S4.
- 1.3 "agent" means the person named in S2.
- 1.3 "agreement" means this agreement read with and incorporating the schedule.
- 1.5 "authorised medium" includes any medium referred to in S10.3, S10.4, and S10.16
- 1.6 "broadcast origin," means the place from which any commercial made in terms of this agreement may be transmitted or broadcast (see clause 7. 1).
- 1.7 "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.
- 1.8 "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.
- 1.9 "medium" means any audiovisual electronic medium and cinema as presently understood as well as to be developed in future.
- 1.10 "performance" means the performance or other services for which the Performer is engaged in terms of this agreement.
- 1.11 "testimonial" means any direct or indirect indication in any material that the Performer or members of the Performer's family indicating the Performer's 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.
- 1.12 "product/service/cause" means the product, service or cause being the subject of the commercial for which the Performer is engaged, as more fully described in the schedule.
- 1.13 "usage period" means the period from the first scheduled usage date during which the performance will be used in material to advertise the product, service or cause which period shall be twelve (12) months unless otherwise stipulated in S10.3 and S10.4.
- 1.14 "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.
- 1.15 reference to a gender includes the other gender.
- 1.16 references to a natural person include legal persons and associations of persons.
- 1.17 the singular includes the plural and vice versa.
- 1.18 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 advertising industry.
- 1.19 clause headings are for convenience only and do not affect interpretation.
- 1.20 if an agent is named in S2 or is subsequently appointed to represent the Performer, any agreement or arrangement concluded (including this agreement) with or payment made to or notice given or statement delivered by such agent on behalf of the Performer shall be deemed to have been concluded with or made to, given or delivered by or to the Performer, as the case may be. The Performer will not be represented by an agent unless an agent is named in S2 or until the Performer has given written notice to Practitioner nominating an agent and setting forth all the details required in S2. If the Performer is represented by an agent, the address of the agent will be deemed to be the *domicilium citandi et executandi* of the Performer unless otherwise directed by the Performer at any time.
- 1.21 if an agent is nominated in S2 and such agent dies, is sequestered or surrenders his estate or is liquidated or wound up, each reference to "the 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. SUBJECT OF THE AGREEMENT

- 2.1 The Performer shall render the performance in accordance with the provisions of this agreement in such manner as Practitioner may reasonably require for the purposes of making material for the advertising and/or promoting of the product, service or cause referred to in S5.
- 2.2 The Practitioner may make a fixation of the performance and a reproduction thereof within the meaning of the Performer's Protection Act 1967 (as amended from time to time).
- 2.3 During the usage period and any renewal period, the Practitioner has the right to use, publish, reproduce, perform, exhibit or otherwise deal with the material and may do so subject to the Practitioner having timeously paid the Performer all fees due in terms of this agreement:
 - 2.3.1 In any medium specified in the schedule 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.
- 2.4 Unless an agreement stipulates in S 10. 16 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 S8 and runs for the relevant calendar period thereafter. Where no date is inserted into S8, the performance date in S9 shall apply.
- 2.5 Notwithstanding the provision of 2.3. 1, Practitioner may not depict the performance in any commercial in which the nature of the performance has been materially altered unless Practitioner has obtained the prior written consent of the Performer.
- 2.7 No part of the Performer's performance shall be used, published, reproduced, performed, exhibited, transmitted or otherwise dealt with in connection with any product, service or cause other than such product, service or cause specified in the schedule unless Practitioner has obtained the prior written consent of the Performer.

3. FEES

- 3.1 The performance, usage, renewal amid other fees stipulated in the schedule will be paid by Practitioner to the Performer in accordance with the provisions of this clause 3.
- 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 and the Advertiser/Product/Service/Cause set out in S4 and S5, provided that the invoice/statement may not be presented prior to completion of the performance.
- 3.3 Payments shall be made to the respective physical or postal address of the Performer or Performer's agent or by means of Electronic Funds Transfer on or before the due date.

- 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 Justice in terms of section 1 (2) of the Prescribed Rate of Interest Act, 1975.

4. PERIOD OF USE OF MATERIAL, AND RENEWALS

- 4.1 The fees payable in terms of S 10 (as applicable) entitle Practitioner to use the material in any authorised medium during the applicable usage or renewal period for the commercial stipulated in S6.
- 4.2 If the agreement is renewed as hereinafter provided, renewal fees will be paid calculated at the rate set forth in S10, whichever is applicable.
- 4.3 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 as one of the central or prominent figures therein.
- 4.4 If the Performer appears only as one of a group of persons in a crowd or background shot, or if it is so stipulated in S 10.16, the Performer's face, outline or silhouette will, for the purposes of this clause be deemed not to have appeared in recognisable form in the commercial. In such event the usage period will be unlimited.
- 4.5 Should the terms of clause 4.3 apply, the Practitioner shall notify the Performer in writing within forty five (45) days from the date of the performance.

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 of the current exposure or renewal period, failing which such rights shall cease subject to the provisions of clause 5.3.
- 5.2 If the agreement is renewed, the renewal fees in S10.5 will be payable.
- 5.2.1 This agreement may be indefinitely renewed by Practitioner as its option. However, after a period of four years from date of first usage, as provided for in 2.5, the Performer is entitled to give Practitioner twelve (12) months notice for legitimate or lawful reasons of his/her intention not to renew.
- 5.3 If SIO 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, Practitioner may revive and renew the agreement by notice in writing to the Performer, and by payment of the renewal fee within the period set out in clause 3.2 that would have been payable for the renewal period that would have been current had the agreement been renewed for each renewal period during the intervening period. The provisions of this clause may apply each time the agreement lapses for the purposes hereof "*conflicting agreement*" means an agreement in respect of a performance by the Performer which is subject to exclusivity.

6. REJECTION

- 6.1 Practitioner shall have the right to reject any performance and any material made at a performance. If any performance or material is so rejected after completion of the performance, or if it is decided not to publish the material, Practitioner shall notify Performer within forty five (45) days of the completion of the performance, in which case the rejection fee stipulated in S10.9 (as applicable) will be paid.
- 6.2 The Practitioner shall notify the Performer within forty five (45) days of completion of the performance if his performance is not used in any commercial for which a performance is rendered, in which case the performance will be deemed to have been rejected as contemplated in 6.1 above.
- 6.3 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 Practitioner shall be entitled to terminate the agreement or to re-schedule the performance or to reject any material without an obligation to pay performance or rejection fees.

7. MEDIA AND BROADCAST ORIGIN

- 7.1 Subject to 7.3 and any special provisions in S10.16 the commercial may only be used in the authorised medium and broadcast origin referred to in S10.3 and S10.4 as applicable. However neither the Practitioner nor the Advertiser will be held responsible for any piracy or broadcast spillage of the commercial.
- 7.2 A commercial may be used in electronic media or from a broadcast origin other than those specified in S10.3, as may be applicable, if the Practitioner gives written notice in that regard to the Performer not less than thirty (30) days prior to such use, in which event additional fees will become payable to the Performer, calculated according to the schedule in Addendum 1, as amended from time to time.
- 7.3 Any use or origin extension other than as specified in 7.2 is subject to further agreement between the parties.

8. STILLS

Unless otherwise agreed and recorded in S 10.16 the Practitioner shall not be entitled to use any still photograph, illustration or likeness of the Performer in any printed advertising. In the event that such consent is given, a separate agreement must be negotiated between the parties.

9. EXCLUSIVITY

In the event that a Total Exclusivity fee, as specified in S10.6 has been agreed upon, the Performer undertakes that he will not authorise or permit his 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

The provisions of this clause apply only to visual / on-camera performance.

10.1 CALLS

A call comprises eleven (11) 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.

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 a cancellation of performer's 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 in S 10. 1 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 S 10. 1 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 S10.1.

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 S 10.7.

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 the performance.

10.6 ACCOMMODATION

If the Practitioner requires the Performer to remain on location overnight the Practitioner shall provide the Performer with reasonable 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 Performer's 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.

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

If the Performer is required to work more than eleven (11) consecutive hours, the Performer will be paid for the excess hours as specified in S10.10 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 (see clause 10.10)

10.9 WEATHER CALL

In the case of a visual / on-camera performance, the Practitioner is entitled to cancel the call on any day if the Practitioner is of the opinion that the performance should be terminated on that day due to adverse weather conditions. In this event, 100% of the fee specified in S10. 1 will be payable unless it is within 1 hour of the call time, in which case it will be 70%.

10.10 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 other reason wishes to remake same, the fees stipulated in S10.8 will be paid in respect of the additional calls.

10.11 POST-SYNC IRONISATION

Where the Performer is required to post-synchronise his own performance, the fee set forth in S10.16 will be paid in respect thereof.

10.12 DANGEROUS PERFORMANCE

10.12.1 The Performer's express consent is necessary for the performance of hazardous activity. If such consent is given the Performer's obligation to participate in hazardous activity will be limited to such activity to which the Performer has consented. The parties record in SIO.16 whether or not the performance involves hazardous activity.

10.12.2 Where the Performer is required to undertake dangerous or hazardous work in which he is not experienced he must be supervised by a person(s) with the training and experience to arrange and supervise his safety.

10.12.3 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. Practitioner shall insure the Performer against injury or death for a maximum of R75 000,00 unless otherwise agreed between the parties in advance of performance and as stipulated in S10.16.

10.13 CHILD PERFORMERS

The employment of children as Performers within the meaning of the Child Care Act No. 74 of 1983 shall at all times be in accordance with the appropriate government legislation, regulation and by-laws and is further subject to the consent of the legal guardian or parent.

10.13.1 A child, a person up to age of fifteen (15) years, may not perform for more than eight (8) hours in any one day and may not perform for more than two (2) consecutive hours without a reasonable break period.

10.13.2 The parent / guardian must remain on set while the child is performing.

10.13.3 In the event that the parent /guardian is unable to be present on set at all times, the Practitioner shall ensure that there is a suitable person who is responsible for the safety and welfare of the child.

10.13.4 The Practitioner shall ensure that there is a safe and secure place for the child to rest and play.

10.13.5 If the child is on location, the child shall leave the location as soon as reasonably possible following the end of his call and may not be delayed for transportation reasons.

10.13.6 No dressing room shall be occupied simultaneously by a child and adult Performer without the consent of the parent / guardian and the adult Performer.

10.13.7 No child may commence a call earlier than 05h00. The call must end no later than 22h00 on evenings preceding school days.

10.13.8 The parent / guardian is required to sign this agreement.

10.14 WIG / WARDROBE FITTING / REHEARSAL

The Performer may be required to attend wig / wardrobe fitting or a rehearsal on a day other than the period of engagement, subject to the Performer's professional availability For such initial attendance the Performer shall receive no fee. For second and subsequent attendances, the Performer shall be paid a mutually agreed fee.

10.15 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 Practitioner at 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 own costumes, which shall be hired by Practitioner at a mutually agreed fee.

11.2 Practitioner will, at his cost, clean all costumes worn by the Performer and maintain them suitably for the duration of the performance. Where the Performer has supplied his own wardrobe, Practitioner undertakes to replace any such garments that may be damaged as a result of the Performer fulfilling his obligations in terms of this agreement, at the then current market replacement cost of such garments.

12. INSURANCE

Practitioner undertakes to insure the Performer to the benefit of the Performer and his beneficiaries against loss of life, permanent, temporary or total or partial disability and full proven medical costs as a result of an accident during the engagement period up to R75 000,00, unless otherwise agreed.

Any claim in respect of total or partial disability, loss of life, or medical costs will be limited to R75 000,00 unless otherwise agreed and shall be directed to the Insurance Broker or company. The Practitioner undertakes to take all reasonable steps to facilitate settlement of the claim.

13. CESSION AND ASSIGNMENT

13.1 The Performer may not cede, assign or otherwise dispose of his rights or obligations in terms of this agreement.

13.2 Practitioner may assign its rights and obligations viz a viz 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 made hereunder it shall be a condition of the assignment that the assignee and any person acquiring the commercial or any rights therein directly or indirectly 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 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 obligations in a diligent and professional manner and to the best of his ability.

14.1.2 will not, during the currency of this agreement and for it 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 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. A copy of such regulations shall be furnished to the Performer before commencement of a call:

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 if a non-resident of the Republic of South Africa, warrants that he is in possession of a valid work permit;

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 is free and able to conclude the agreement and to comply with the obligations and to grant the rights granted by him under the agreement;

14.1.8 warrants that he will not, at the time of entering into the agreement, provided that the provisions of clause 9 have been invoked by the Practitioner), have entered into an agreement whether personally, through an agent or any other person, for the right to use his 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 a commercial 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 S5;

14.1.9 warrants that he is not subject to any investigation, civil litigation or criminal proceedings for which, on conviction he will be sentenced to a jail term without the option of a fine; nor has he been convicted of serious crimes;

14.1.10 warrants that, to the best of his knowledge, he will be able to do the performance and that there is no health or personal impediment, which might or is likely to cause him to be unable to perform or to not be ready for the call;

14.1.11 will return a signed copy of this agreement to the Practitioner prior to the date of performance provided that Practitioner has supplied a fully completed agreement its prescribed in clause 14.2.3.

14.2 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;

14.2.2 shall ensure that a fully completed agreement shall be in the possession of the agent / Performer not less that 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 shall comply with the provisions of this agreement.

14.3 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 Should any of the parties hereto breach any term 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 right to damages.

15.2 Should the Practitioner make any charge of intemperance or concerning the use of dependence producing substances against the Performer, then such a charge shall be made at the time of the offence, provided that the Performer shall be entitled to produce a certificate issued by a medical doctor, obtained at his 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 15.1 will not apply.

15.3 If 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. DISPUTES

Any dispute between the parties for a monetary value of less than R15 000,00 in regard to any matter arising out of this agreement, or its interpretation of their respective rights and obligations under this agreement or its cancellation or any matter arising out of its cancellation shall be decided in the following manner:

16.1 If the dispute has not been resolved between the parties within seven (7) days of it having arisen, either party may declare a dispute by giving the other party written notice of the declaration of the dispute and in that notice the party declaring the dispute shall set out the nature of the dispute.

16.2 The parties shall meet within three (3) days of receipt of the notice of declaration and shall, at this meeting, consider the application of any other form or forms of dispute resolution, other than litigation.

16.3 If both parties cannot agree on the form of dispute resolution, then the dispute shall be submitted to expedite arbitration conducted under the auspices of ADRASA (The Alternative Dispute Resolution Association of South Africa) in accordance with the rules currently in force.

16.4 There shall be one arbitrator who shall be selected from the Register of Arbitrators of ADRASA.

16.5 The process of expedited arbitration shall include, inter alia the following:

16.5.1 each party shall be required to submit a brief statement of its case to the other party;

16.5.2 no other pleading shall be required;

16.5.3 prior to the expedited arbitration, a meeting between the parties and their representatives will be held in order to:

16.5.3.1 agree to the terms of reference and powers of the arbitrator;

16.5.3.2 arrange for all exchange of documents;

16.5.3.3 limit the issues between the parties;

16.5.4 The said terms of reference and powers of the arbitrator shall include a clause, which states:

"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 orders."

16.6 The expedited arbitration shall be conducted in the City of Johannesburg unless otherwise agreed between the parties.

16.7 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.

16.8 The arbitrator's award shall be final and binding on all parties.

16.9 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 ADRASA.

16.10 The parties consent to the jurisdiction of the Magistrate's Court and the Witwatersrand Local Division of the High Court of South Africa for the enforcement of any award as contemplated herein

16.11 The arbitrator shall be entitled to make an order as to which party or parties bear the costs of arbitration.

17. GOVERNING LAW

The 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.

18. 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.

19. VARIATION

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

20. MISCELLANEOUS

20.1 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.

20.2 Any addenda to the agreement shall be in writing and signed by all parties and shall be deemed to be included in SIO.16.

20.3 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.

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

21. NOTICES

21.1 Subject to the provisions of 1.4, the parties choose as their *domicilium citandi et executandi* for all purposes under this agreement, the addresses set forth in S1 and S2.

21.2 Any notice or communication required or permitted to be given in terms of the agreement shall be valid and effective only if in writing.

21.2 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 receipt of the notice by the addressee.

21.3 Any notice to a party contained in a correctly addressed shall be deemed to have been given:

21.4 Any notice to a party contained in a correctly addressed shall be deemed to have been given

21.4.1 If posted by prepaid registered post to that party's postal address ten (10) days after the posting thereof or,

21.4.2 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.

21.5 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 to it as provided above.

22. INDEMNITY

22.1 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.

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

22.3 The Performer's agent shall use his best endeavours to ensure that the Performer shall comply with the obligations as recorded in this agreement.

22.4 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.

23. 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 or, the basis of sex, race, colour or creed subject to the specific requirements of the script and casting brief.

24. ILLNESS

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

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

24.1 terminate the engagement forthwith upon payment to the Performer of all fees accrued up to the time of the Performer's incapacity, or;

24.2 make such other arrangements with the Performer by way of postponement and the like as may be practicable to fulfil the engagement.