

INTERNATIONAL PERFORMER'S AGREEMENT

Between, Saatchi & Saatchi mbH Werbeagentur GWA,
(Hereinafter called "Practitioner")

And _____
(Hereinafter called "Performer")

SCHEDULE

S1. PRACTITIONER: Saatchi & Saatchi GmbH Werbeagentur GWA
Address: Uhlandstr. 2, 6 0314 Frankfurt, Germany
Tel No.; +49 - 69 - 71420 Fax; +49 - 69 - 7142 296
Contact M.v. Schmidt-Pauli Designation; Senior TV Producer

S2. PERFORMER;

Address: _____, 8005
Tel No: 021 Fax: 021 409 7050
Contact: Alan Designation: Parent

Facilitator;

South Africa (Pty) Ltd
Address: _____, Cape Town, 8001, South Africa,
Email: af
Tel No: 021 487 Fax: 021 487 3840
Contact: Alex Designation: Producer

S3. Practitioner's Job No: Pampers Practitioner's Order No: _____

S4. Advertiser Saatchi & Saatchi

S5. Product/Service/Clause (See Clause 1.11) Nappy

S6. Title of Commercial: Imagination

S7. Nature/ Description of Performance (See Clause 2.1) Baby

S8. Date of First Flighting To be advised by Client see clause 10.16

S9. Date/ Place of Performance (See Clause 2.6) 12, 13 & 15 March 2004, Cape Town, South Africa

S10. Remuneration (excl. VAT); Visual/ On-Camera (See Clauses 3 and 4)

S10.1. Daily Performance Fee (including booking fee) R 1 500.60

S10.2. Number of Shoot Days 3 TBC Totalling R 4 500.00

Number of Travel Days 0 Totalling R _____

(50% of daily Performance Fee)

Additional Fees,

Total Performance and Additional Fees (Excl VAT) R 4 500.00

S10.3. Usage Fee- Television (See clause 1.13 and 2.5)

Description	Territories	Usage Period	Usage	Total
Option A: Television	Western Europe	1 year	800 % based on R 1 200.00 Including In-store	R 9 600.00 (TBC)
Option B: Television	Scandinavia	1 year	300% based on R 1 200.00	R 3 600.00 (TBC)
Internet		1 year	250% based on R 1 200.00	R 3 000.00 (TBC)
In-store	Scandinavia	1 year	75% based on R 1 200.00	R 900.00 (TBC)

S10.5. Renewal Fees (See Clause 5) 2nd Year @ 110% of 1st Year R see clause 10,16

3rd Year @ 110% of 2nd Year R see clause 10,16

S10.6 Exclusivity or No Competitive Product (If any) (See Clause 9.1)

To be negotiated with Performer's Agent prior to Shoot, RN.A.

S107	The Nett Contract Price is made of (a): Performance Fees	R 4 500 00
	(b): Usage Fee	R TBC
	TOTAL (EXCL VAT)	R 4 500-00

NB This Total is the Total AFTER the Practitioner has deducted any withholding required to be deducted in terms of the fiscal Laws governing their jurisdiction, or the Dual Taxation Agreement

This EXCLUDES South African income Tax

Should the client need to deduct any Tax amount must be added onto the above Total.

- S10.8 Remake / Additional Calls (See Clause 10.1)
100% of the Daily Performance Fee stipulated in 10.1
- S10.9 Rejection Fee (See Clause 6)
100% of the Total Performance Fee stipulated in 10.2 (i.e. no usage fee payable)
- S10.10 Overtime Fee (See Clause 10.8)
10% of the Daily performance fee stipulated in 10.1 for every hour or part thereof worked overtime (11 Hours Adults, 8 Hours Children)
- S10.11 Call Cancellation Fee (See Clause 10.3)
100% of the Fee per call. Cancellation period to be equal to the length of booking (i.e. 3 day booking- 3 days before)
- S10.12 Weather Call (See Clause 10.9)
50% of the Daily Performance Fee stipulated in 10.1 if not called to the set. 70% of the daily Performance Fee stipulated in 10.1 if called to set and released within 1(one) hour. 100% of Daily Performance Fee stipulated in 10.1 thereafter.
- S10.13 Governing Law.
The agreement shall be in accordance with laws of the Republic of South Africa irrespective of where the performer renders service notwithstanding the place of signature.
- S10.14 Practitioner must advise agency within 45 days of shoot date whether artist has been featured or not. The practitioner hereby guarantees that that in the event of the practitioner not notifying the agency/facilitator within the 45-day period as to whether or not the artist is featured. It shall be acknowledged by the practitioner that such omission to notify the agency/facilitator confirms that the artist does feature and a usage fee deemed payable. Daily fees and usage (only if applicable) to be paid within 7 days of receipt of invoice (See Clause 3.2)
- S10.15 Final edited copy to be flighted must be sent to the local facilitator before 1st (first) flighting. A copy must also be made available to the Performer and the agency.
- S10.16 Special provisions: Terms S10.14 to be strictly adhered to. Renewals to be advised 30 days before expiry of the contract provided to the performer for promotional/portfolio purposes only within 30 days of first usage.

- 1) Usage only applicable if artist is featured in the final cut and the commercial is flighted.
- 2) Facilitator, _____, to advise performer of first flighting before 26 April 2004 and which option will be used.
Option A; R 9600.00 per year with relevant interest in this period,
Option B; R 3600.00 per year with relevant interest in this period,
Option C, R 3000.00 per year with relevant interest in this period,
Option D; R 900.00 per year with relevant interest in this period.
- 3) Each country will have a different airing date. The 1 year usage period will apply to each respective country's first date of flighting.
- 4) All and any usage must be communicated in detail (geography, specific media and specific timing) to the performer within 30 days of first usage.
- 5) Not with standing the fact that Saatchi & Saatchi are the Practitioner, _____ South Africa is facilitating the payment of statements and invoices for the daily rate and usage fee.

Practitioner

Thus done and signed at Frankfurt _____ On the 13 Day of April 2004
 Name in Full Simon Sinclair Signature _____
 Practitioner warrants that he is duly authorised to execute this agreement.
 Signed together with company stamp

Performer

Thus done and signed at Cape Town _____ On the 14 Day of April 2004
 Name in Full Alan Levin (father/guardian) Signature _____
 Practitioner warrants that he is duly authorised to execute this agreement.