



Faces4Film

Tel: +27 021 557 2808 | Cell: +27 084 557 2308 | Fax: +27 021 557 2397 | Email: info@faces4film.com | Web: www.faces4film.com

Featured, Background and Performing Artistes for Movies, Stills and Commercials

MANDATORY AGREEMENT

This agreement is concluded between Faces4Film Agency CC

And

_____ (Full Name)

1. DEFINITIONS

- 1.1. "COMPANY" means FACES 4 FILM AGENCY CC of 7 Canary Crescent, Table View, 7441, Cape Town.
- 1.2. "ASSIGNMENT" means services requested by a Client in connection with any form of modeling, commercial, photographic, promotional or marketing as well as movie shoots proposed to the Artiste to undertake.
- 1.3. "ARTISTE" means you, or in the case of a minor, the minor duly assisted by his/her guardian.
- 1.4. "CLIENT" means any third party, organization, company, individual or Leisure Company which contracted the Company to provide them with Artistes.
- 1.5. "FEES" means any money due to you as a result of engaging in any assignment.

2. ARTISTE'S OBLIGATION

- 2.1. The ARTISTE is to provide his/her services in accordance with the terms on each AVAILABILITY CHECK which constitutes a contract for service between the ARTISTE and the COMPANY in respect of the ASSIGNMENT and into which the terms of this agreement shall be deemed to be incorporated.
- 2.2. The rate of pay for each ASSIGNMENT is communicated by the Company to the Artiste for each respective ASSIGNMENT and is subject to satisfactory completion of the ASSIGNMENT.
- 2.3. Under no circumstances, without the COMPANY's written consent, is the ARTISTE permitted to expose, reveal or publish any information related to the business of the Company, all of which is regarded as strictly confidential between the ARTISTE and the COMPANY.
- 2.4. Failure to complete the full ASSIGNMENT, or any misrepresentation as to your skills and/or qualifications, may result in a deduction of FEES and, in the event of a serious breach, shall entitle the COMPANY to cancel the contract without further notice.
- 2.5. As compensation for the COMPANY's efforts in procuring ASSIGNMENTS for the ARTISTE, the COMPANY shall be authorized to deduct:
 - 2.5.1. 25% of the ARTISTE's FEES paid by the CLIENT
 - 2.5.2. 5% plus VAT to be paid by the ARTISTE additional to 2.5.1 on work above FEES of R1000.00
 - 2.5.3. 25% P.A.Y.E (Legal requirement), to be deducted by CLIENT, which is in accordance with the tax directive provided. IRP5 can be requested at the financial year end, at which time the CLIENT's contact details will be handed over if the COMPANY has not yet received it.
 - 2.5.4. The COMPANY is not responsible for the submission and/or delivery of IRP5 for PAYE if forwarded by the CLIENT. The CLIENT must make IRP5 available to the ARTISTE who has been on set for the CLIENT.
 - 2.5.5. A Membership Fee of R250 per year is payable via debit order or from payment received of work done (FEES increasing by 10% each year).
- 2.6. We endeavor to pay the ARTISTE inner 10 days of receipt of payment from the CLIENT to the COMPANY, but not later than 30 days. According to industry standards, the COMPANY has the right to charge additional FEES to a Client which is not to be considered as part of the FEES paid for the ASSIGNMENT of the ARTISTE. (Finance Charges)

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- 2.7. Once the ARTISTE has been booked to do work for any CLIENT, he/she is strictly prohibited to work, at any time directly for that CLIENT or any associated companies or persons within a two year period from the last date of the ASSIGNMENT with that CLIENT, which restriction the ARTISTE acknowledges as being necessary for the protection of the COMPANY's legitimate business interests and the time period of which he agrees as being reasonable.
- 2.8. The ARTISTE is required to keep a record of the production/date/time /hours worked, and to follow PAYE up on his own account.
- 2.9. Should the ARTISTE be unable, through sickness or injury, to undertake the ASSIGNMENT, the COMPANY must be informed immediately via telephone numbers: TEL: 0215572308, MOBILE1: 0845572308 or MOBILE2: 0822100498.

3. ARTISTE'S ACKNOWLEDGEMENT

- 3.1. The ARTISTE hereby assigns to the Company all rights, title and interest of any pictures the COMPANY takes of the ARTISTE. The COMPANY may reproduce, copy, or distribute all images of the ARTISTE, including photos that are, upon this date, in the possession of the COMPANY or are later acquired by the COMPANY, for the sole purpose of furthering the ARTISTE's career.
- 3.2. All FEES earned by the Artiste while on an ASSIGNMENT from the COMPANY shall be paid directly to the COMPANY. In the event that the ARTISTE is paid directly by the CLIENT during the course and scope of performing in terms of an ASSIGNMENT, the ARTISTE agrees to recompense the COMPANY (as per 2.5) of all remuneration received from such CLIENT.
- 3.3. If the COMPANY is unable to collect fees due and owing from a CLIENT, the ARTISTE shall assume the loss of the ARTISTE FEES in respect of the ARTISTE's ASSIGNMENT for that CLIENT and the COMPANY will assume the loss of any expenditure incurred by the COMPANY in the process.
- 3.4. The ARTISTE agrees that he/she will hold the COMPANY harmless for any loss or liability that the ARTISTE may suffer as a result of any act or omission of the COMPANY, its employees, CLIENTs or other associated entities or persons, negligent or otherwise, in connection with the ASSIGNMENTS, training, wardrobe or rehearsals provided through the COMPANY including but not limited to personal injury and/or loss of income.
- 3.5. Should the ARTISTE, through the effort of the COMPANY, be placed with another Agency/CLIENT, the COMPANY will become entitled to 15% of the ARTISTE's earnings for a period of two years from the date of placement. Alternatively the COMPANY may propose a once-off placement fee.
- 3.6. A fine of 75% of the ARTISTE's agreed FEES for an ASSIGNMENT shall be imposed or deducted from monies outstanding to the ARTISTE from the COMPANY, or the COMPANY holds the right to cancel the contractual agreement with the ARTISTE if he/she:
 - 3.6.1. Cancels an ASSIGNMENT, previously accepted and confirmed by the ARTISTE, within 48 hours of commencement.
 - 3.6.2. Fails to turn up for an ASSIGNMENT. (The COMPANY will ensure that these ARTISTES are penalized for any losses they cause to the COMPANY or other ARTISTES.
 - 3.6.3. Fails to arrive to an ASSIGNMENT on time. a penalty equivalent to 5% of gross FEES shall be enforced against the ARTISTE in respect of the first 15 minutes that he/she is late, and thereafter, a penalty equivalent to 10% of gross FEES shall be enforced against the artiste in respect of each subsequent period of 15 minutes that he/she continues to be late. The COMPANY shall be entitled to deduct the aforesaid penalties from the Artiste's fee for such ASSIGNMENT.
- 3.7. The failure to supply banking details, the incorrect supply of banking details, or the will attract a penalty equivalent to any bank charges thereby unnecessarily incurred by the COMPANY, but not less than R30 (increasing by 10% each year). The COMPANY is not required to verify the bank details and the ARTISTE indemnifies the COMPANY against any claims for losses as a result of delays in making payment due. In addition, missing ID's, expired passports, SARS income tax number or any other documentation that the Company has requested is the Artistes responsibility. Failure to supply us with any of the above will incur a R50 fine on the next ASSIGNMENT's FEES. Expired Work Permits will automatically disqualify the ARTISTE from any ASSIGNMENTS.



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- 3.8. The ARTISTE agrees to be available for at least 3 days (unpaid) a year to the Company for the purposes of enhancing the Artiste's confidence in the industry during which he/she could be sent to product demonstration and other industry related courses.
- 3.9. The ARTISTE acknowledges that nothing in this contract or any conduct or representations made by the COMPANY shall create or be deemed to create or imply the relationship of an employee and employer between the ARTISTE and the COMPANY. In addition, the ARTISTE acknowledges that the COMPANY is not in a position to guarantee ASSIGNMENTS and this confirms that no representation in regards to this nature have not been made to the ARTISTE by the COMPANY.

4. GENERAL

- 4.1. The ARTISTE hereby assigns to the Company all rights, title and interest of any pictures the COMPANY takes of the ARTISTE. The COMPANY may reproduce, copy, or distribute all images of the ARTISTE, including photos that are, upon this date, in the possession of the COMPANY or are later acquired by the COMPANY, for the sole purpose of furthering the ARTISTE's career.
- 4.2. This agreement can be cancelled at any time but should the ARTISTE render any of the services mentioned to a CLIENT to whom he/she has been introduced by the COMPANY through ASSIGNMENTS or information made available by the COMPANY, within one year from the date of cancellation, the ARTISTE then agrees to pay the Company 15% of all gross remuneration that the ARTISTE may receive from the CLIENT. One year after the written cancellation of this contract, the ARTISTE may obtain performing ASSIGNMENTS from all and any sources. Notwithstanding any cancellation of this agreement, this clause shall continue to remain in operation.
- 4.3. This agreement is the entire agreement and may not be expanded, modified, altered, or assigned except in writing and such change having been signed by both the COMPANY and the ARTISTE. The ARTISTE hereby confirms that he or she has read and understands this Agreement and acknowledges having received a copy of the same.

CONFIDENTIAL



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