

# CASTING AGENCY AGREEMENT

Entered into by and between

CELEBRITY CASTING AND MODELLING AGENCY CC

(Registration No. 2003/003583/23) NOBLE PARK SHOPPING CENTRE, Unit 17 c/o Old Paarl, BELLVILLE MAIL P O BOX 15163, PANORAMA, 7530 ("The Agency")

And

Person/Parent/Guardian SUBMITTING their application form on the website

www.celeb.co.za

("The Artist")

## 1. PARTIES

The parties to this independent Artist Agreement are -

1.1. Celebrity Casting and Modelling CC, with registration number 2003/003583/23, a close corporation duly incorporated in terms of the company laws of South-Africa, having its registered office at Shop No 17, Ground Floor Nobel Park Centre, Old Paarl Road, Belville, Cape Town, South Africa, hereinafter referred to as ("The Agency"); and

1.2. The Person/ Artist/ Guardians name whose name is on the submitting form ("the Artist").

## 2. PREAMBLE

WHEREAS, the Agency provides Services for purposes of modelling and casting on behalf of Artists. AND WHEREAS the Agency, by reason of the Agency's contacts, experience and background, is qualified to render such Services to the Artist. AND WHEREAS the Artist wishes to make use of such Services. AND WHEREAS the purpose of this agreement is to clearly identify the roles and responsibilities of each party to the agreement. AND WHEREAS, this agreement shall not be used or copied for any reason than submitting artists to Celebrity Casting and Modelling CC. Using this agreement as for any other purpose shall be seen as stealing intellectual property of Celebrity Casting and Modelling CC.

3. DEFINITIONS AND INTERPRETATIONS 3.1. Definitions In this Agreement, unless the context otherwise requires, the following capitalized terms shall have the meanings assigned to them below and cognate expressions shall have corresponding meanings: "Agreement" this Artist Management Agreement "Commencement Date" means the "joining date" submitting the Artists information and referred to in clause 4 below;

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"Law" the common law and any applicable constitution, statute, bylaw, proclamation, regulation, rule, notice, treaty, directive, code of practice, charter, judgment or order having force of law in South Africa, and any interpretation of any of them by any court or forum of law; "Party" or "Parties" means the Agency or the Artist (person / guardian whom are submitted to CCA Celebrities, or both of them, as the context may require; "Website" www.celeb.co.za "The Agency" means the Party referred to in clause 1.1 above; "The Artist /The member" means the Party referred to in clause 1.2 above and can be divided into one of the following memberships:  Enrolled Artist- refers to an Artist that, are required to provide to the Agency, every six months, five updated images (two headshots, two full length shots and a character shot) as well as current measurements; or  Listed Artist- refers to Artists that are 18 years and older and are used mainly as extras. They are responsible for maintain their own portfolio's and to ensure that their measurements are sent to the Agency once a year. "The Services" refers to the Agency assisting Artists' with casting and modelling and referring their Portfolio to various Third Parties for purposes of assignments. "Option" means the Artist is on the final shortlist for an assignment/shoot and the Third Party has indicated their intention to use the Artist. During this period the artist must be available on call till the options expiry date. "Restraint Period" means a period of 6 (SIX) months. "The Portfolio" means a collection of an Artist's photo images in the Agency's database and which are sent to Third Parties; "Third Parties" means CCA clients, production houses that require Artists for purposes of assignments "Jurisdiction" Cape Town South Africa

### 3.2 Interpretation

This Agreement shall be interpreted according to the following provisions, unless the context requires otherwise: 3.2.1 Unless otherwise defined herein, any phrase or word defined in the Act, has the same meaning in this Agreement. 3.2.2 References to "Parties" shall include the Parties' respective successors-in-title and, if permitted in this Agreement, their respective cessionaries and assignees. 3.2.3 References to a "person" shall include an individual, firm, company, corporation, juristic person, and any trust, organization, association or partnership, whether or not having separate legal personality. 3.2.4 References to "clauses", "sub-clauses" and "schedules" are references to the clauses, sub-clauses and schedules of this Agreement. 3.2.5 Words in parentheses and italics appearing after a clause reference or a reference to a Schedule are inserted for ease of reference only. If there is any discrepancy between the clause reference and the words in parentheses and italics, the latter shall prevail. 3.2.6 The headings of clauses, sub-clauses and schedules are included for convenience only and shall not affect the interpretation of this Agreement. 3.2.7 The schedules to this Agreement are an integral part of this Agreement and references to this Agreement shall include the schedules. 3.2.8 The Parties acknowledge that each of them has had the opportunity to take legal advice concerning this Agreement and agree that no provision or word used in this

Agreement shall be interpreted to the disadvantage of either Party because that Party was responsible for or participated in the preparation or drafting of this Agreement or any part of it. 3.2.9 Words importing the singular number shall include the plural and vice versa, and words importing either gender or the neuter shall include both genders and the neuter. 3.2.10 References to "this Agreement" shall include this Agreement as amended, varied, novated or substituted in writing from time to time. 3.2.11 General words preceded or followed by words such as "other" or "including" or "particularly" shall not be given a restrictive meaning because they are preceded or followed by particular examples intended to fall within the meaning of the general words. 3.2.12 The number of days indicated to commit an act or indicated for any other purpose, is calculated by excluding the first day and including the last day. 3.2.13 If any definition in clause 3.1 contains a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to such provision as if it was a substantive provision in the body of this Agreement. 3.2.14 Words defined in a specific clause have the same meaning in all other clauses of this Agreement.

3.2. If any provision of this Agreement is or may be held to be unlawful, invalid or unenforceable in terms of any Law, such provision or provisions shall to the extent possible, be regarded as severable from the remainder of this Agreement which shall still remain enforceable between the Parties.

#### 4. APPOINTMENT

4.1 The term of this Agreement will commence on date of online submitting the Artists information to CCA Celebrities on the website and will endure for a fixed term of 24 (TWENTY-FOUR) calendar months (the initial period), giving production the opportunity to make use of you in a following season, for you may have been spotted for upcoming project. 4.2 After the initial period, this Agreement will automatically continue on a month to month basis unless the Artist provides the Agency with a 1 (ONE) month notice of termination (the renewal period).

5. RIGHTS AND OBLIGATIONS OF THE AGENCY The Agency agreed to render the following: 5.1 to represent and protect the rights of the Artist to ensure that they are not exploited. 5.2 to make payment to artist on all money received according to the agreement. 5.3 to provide Third Parties with the Artist's true profile and provide standard non-digitally enhanced "as is" photo images in accordance with the assignments requested. 5.4 to do their utmost to find assignments for the Artist and to forward the Artist's portfolio to all relevant parties in order to enable all Artists to be given an opportunity to be selected. 5.5 to post all urgent messages onto their social media platforms. 5.6 to keep the website accessible to potential clients for the artists to be selected 5.7 to contact the artist when they are selected by the client, via their given email address. 5.8 to ensure that they work in accordance with industry standards and as an official member of OSCASA and NAMA utilize their expertise and approval over various production houses.

#### 6. RIGHTS AND OBLIGATIONS OF THE ARTIST

6.1 The Artist agrees that the Agency may contact them in addition to receiving telephonic notification for castings by, mobile/cell phone Short Messaging Service (SMS), WhatsApp or e-mail. The Artist must always include their full name, contact details when responding to an SMS or email. The Artist understands that due to deadlines and the nature of the business, the Artist can be contacted late after hours.

6.2 The Artist understands that they are entitled to decline to attend a casting or audition. When the Artist has been chosen for the actual shoot or shortlist after the casting. CCA will confirm availability of the artist and put the artist on Option for production to make the advert. If the Artist agrees to attend to be put on Option, they agree that they are obliged to be present at the assignment. If the Artist does not attend the assignment, they can be held liable for the costs thereof or help liable for the agencies loss of income occurs.

6.3 The Artist undertakes to provide personal details whenever contact numbers are requested for invoicing and security reasons.

6.4 The Artist agree not to display any irresponsible behavior whenever representing the Agency nor any comments which will discredit the Agency.

6.5 After the shoot, the Artist will provide the Agency with shoot details, Job Card/Chit/Call Sheet, and will e-mail it to the relevant booker with the Job Name, Shoot Date/s, Correct arrival and Departure times and confirm their working hours on a daily basis for each assignment, in order for the Agency to invoice the Third Party. As well as their updated bank details, tax no and physical address.

6.6 The Artist understands and accepts that all classifications are not for discriminatory purposes but are there to facilitate efficient database searches.

6.7 The Artist agrees that the Agency may use images of the Artist to promote the Agency with no remuneration accruing or owing to the Artist.

6.8 The Artist undertakes to follow the "Guidelines for Artist" as seen on the Agency's website, being [www.celeb.co.za](http://www.celeb.co.za) and further agrees to like the Agency's Facebook page.

6.9 The Artist confirms that they may only belong to one Agency at a time.

6.10 The Artist may not use the company's name as a logo without pre-approval.

6.11 The Artist shall and must declare any previous competitive commercials at an audition /casting. If the Artist does not declare all the past work he/she shall be held liable for any costs/damages of any nature, should they appear in a competitive shoot.

6.12 Should the Artist be contacted directly for any assignments of whatever nature; the Artist is to immediately refer the necessary person to the Agency. The Artist will under no circumstances contact the Third Party for any reason whatsoever and keep protocol.

#### 7. PAYMENT TERMS

7.1 The Artist shall pay to the Agency for the services rendered the amounts as per Annexure A and dependent on the package selected.

7.2 Payment shall be deducted from the Artist's bank account in the form of a debit order, the consent to which is attached hereto as Annexure B.

7.3 In lieu of the Services rendered by the Agency to the Artist, the Agency shall be entitled to deduct an amount of 35% (THIRTY-FIVE) percent commission from the amount paid by the Third Parties. The Agency shall thereafter pay the remaining amounts to the Artist and same shall be paid into their bank account. Note the 35% maximum commission is applicable to all types of CCA members.

7.4 The Agency shall only make payment to the Artist upon receiving such payment from the Third Party.

7.5 The artist will supply CCA, there relative bank details, and update any change.

7.6 All fees payable to the Agency in terms hereof shall be made free of exchange and or set-off and may not be withheld for any reason whatsoever.

7.7 It is specifically recorded that any certificate or statement issued by the Agency and/or any of its authorized representatives evidencing the amount due by the Artist during any specified month shall be prima facie proof thereof.

7.8 The Artist agrees that should the debit order for any reason be returned, a penalty fee of R50.00 (Fifty Rand) will be levied and such penalty amount as well as the monthly instalment may be deducted from the Artist's account on their next debit order date. Any outstanding payments towards the Agency shall be deducted before any payments for assignments completed, and failing the latter, in respect of any subsequent assignment.

8. APPOINTMENTS / ASSIGNMENTS In the event of the Artist confirming acceptance of a casting attendance to the Agency, and in the further event of the Artist subsequently deciding to withdraw from such casting, Failure to attend shall entitle the Agency to deduct a double commission from any fee due and owing in respect of any completed assignment. Not attending a casting after committing to attend, taking opportunity from other artist and putting CCA in a bad light is a serious matter – for production is waiting upon you.

## 9. RESTRAINT

9.1 In order to protect the Confidential Information and Trade Secrets of the Agency and its successors-in-title and assigns in its business, the Artist irrevocably undertakes in favour of the Agency that they shall not: 9.1.1 at any time during the subsistence of this Agreement and during the Restraint Period; and 9.1.2 whether in their personal capacity, as proprietor, principal, member, agent, partner, representative, nominee, shareholders, director, manager, employee, consultant, adviser, financier, administrator, trustee or beneficiary of a trust and/or in any other like capacity, be directly or indirectly associated and/or concerned with, interested, employed and/or engaged by or in and/or interest himself in any firm, business, undertaking, company, close corporation or other association ("Any Concern") which renders any Competing Services. 9.2 Without derogating from the obligations otherwise imposed on the Artist by clause 9.1, the Artist undertakes in favour of the Agency and its successors-in-title and assigns, that neither he/she, nor any Concern, during the subsistence of this Agreement and/or during the Restraint Period, will directly or indirectly, whether as proprietor, principal, member, agent, partner, representative, shareholder, director, manager, employee, consultant, nominee, joint venture party, adviser, financier, administrator, trustee or beneficiary of a trust and/or in any other like capacity, and whether for remuneration or not:- 9.2.1 for any cause whatsoever, become employed by or render Competing Services to other Agencies or any person or entity of whatsoever nature rendering any Competing Services; The Artist undertakes to pay a once-off founders fee of R3000.00 (THREE THOUSAND RAND) to the Agency should they breach clause 9 of the Agreement and leave before the completion of the minimum 24 months agreed upon by both parties.

10. BREACH OF CONTRACT 10.1 If either party to this agreement:

10.1.1 Breaches any material term of this Agreement and fails to remedy such breach within 7 (SEVEN) days after receipt of a written notice from the other party;

10.1.2 Commits any act of insolvency;

10.1.3 Endeavors to compromise generally with its creditors or does or causes anything to be done which may prejudice the other party's rights hereunder or at all;

10.1.4 Allows any judgment against it to remain unsettled for more than 10 (TEN) days without taking immediate steps to have it rescinded and successfully prosecuting the application for rescission to its final end; or

10.1.5 Is liquidated, whether provisionally or finally or commences business rescue proceedings,

the other party may, without prejudice to any other right which it may have against the defaulting party, cancel this agreement and claim damages for the remaining membership fees due and owing in terms of this Agreement

10.2 The party claiming breach shall be entitled to recover all legal costs incurred by it, including Attorney and Agency scale costs, as it is obliged to pay to its attorneys, from the defaulting party.

10.3 In the event that one party institutes legal action against the other party as a result of this agreement, the party instituting the legal action shall have the right, but shall not be obliged, to institute legal action in any Magistrates court having jurisdiction irrespective of the quantum of such claim and/or action.

## 11. CONFIDENTIALITY

11.1 The Agency acknowledges that it may, in the course of the performance of the Services, gain access to and become acquainted with the techniques, methods and processes, trade secrets, data, information technology, software, business associates, Agencies, and other private, sensitive and confidential information ("Confidential Information") of The Artist.

11.2 The Agency accordingly undertakes, for the duration of this Agreement as well as after the termination thereof, not to directly or indirectly, utilize, disclose or make public to any third party any Confidential Information of The Artist and to keep any Confidential Information secret and confidential at all times, unless such disclosure takes place in the ordinary course of the rendering of the Services in terms of this Agreement.

11.3 The Confidential Information shall not include- 11.3.1 information which was known to the Agency prior to its receipt from The Artist;

11.3.2 information which is or lawfully becomes generally available to the public;

11.3.3 information which is lawfully acquired from third parties who have a right to disclose such information;

11.3.4 information which by mutual Agreement is released from confidential status; and

11.3.5 information which is required to be disclosed in response to a valid order of court or other governmental agency or if disclosure is otherwise required by law, and the Agency will provide Artist with prompt written notice if such disclosure is required, and shall limit the disclosure to the minimum necessary to comply with the law.

11.4 It is specifically recorded that the provisions of this clause 14 shall survive the termination and/or expiration of this Agreement.

## 12. INDEMNITY

The Artist understands that the Agency provides no guarantee of placement, employment or assignments with any Third Parties. The Agency provides its Services on a commercially reasonable basis and does not guarantee that the Artists will be able to access or use the Services at times or locations of their choosing. The Agency reserves the right to modify or

discontinue rendering the Services with or without notice and the Artist confirms that they will not hold the Agency liable for any modification or discontinuation of the Services. The Artist agrees that the Agency places Artists' with Third Parties in good faith and shall not be held responsible for their credentials, guarantees and actions made to the Artists'. The Artist confirms that they shall not hold the Agency responsible for any late or non-payments due to them by the Third Party. The Artist hereby declares and indemnifies that he/she will not hold the Agency or its employees responsible for any and all losses, injury (including in transit) damage, misdirection notification attempts as well as unsuccessful auditions/castings, penalties and/or claims of whatsoever nature and howsoever arising from entering into this Agreement or occurrence on location/studios, in transit before, during or after castings.

## 13. MISCELLANEOUS

13.1 The Artist shall not, without the prior written approval of the Agency assign, cede, delegate, transfer or otherwise dispose of any right or obligation under this Agreement to any other person. The Agency may at its own discretion, cede, delegate, transfer or otherwise dispose of any right or obligation under this Agreement to any other person.

13.2 No provision of this Agreement, subject to clause 13.2.1 read with Annexure A, may be amended, substituted or otherwise varied, and no provision may be added to or incorporated in this Agreement, except (in any such case) by an Agreement in writing signed by the duly authorized representatives of the parties.

13.2.1 The Agency reserves the right to change these terms and conditions in regards to the membership fees as per Annexure A subject to notice of such changes being sent to the Artist. The Agency will consider the changes to be accepted if there is no feedback provided by the Artist within 21 (TWENTY-ONE) days from date of notice.

13.3 Any relaxation, indulgence or delay (collectively referred to as "Indulgence") by either party in exercising, or any failure by either party to exercise, any right under this Agreement shall not be construed as a waiver of that right and shall not affect the ability of that party subsequently to exercise that right or to pursue any remedy, nor shall any Indulgence constitute a waiver of any other right (whether against that party or any other person).

13.4 The waiver of any right under this Agreement shall be binding on the waiving party only to the extent that the waiver has been reduced to writing and signed by the duly authorized representative(s) of the waiving party.

13.5 This Agreement supersedes all prior Agreements, representations, communications, negotiations and understandings between the parties concerning the subject matter of this Agreement.

13.6 Whenever possible, each provision of this Agreement shall be interpreted in a manner which makes it effective and valid under applicable law, but if any provision of this Agreement is held to be illegal, invalid or unenforceable under applicable law, that illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force.

13.7 This Agreement may be executed in any number of identical counterparts, all of which when taken together shall constitute one Agreement. Any single counterpart or a set of counterparts taken together which, in either case, are executed by the parties shall constitute a full original of this Agreement for all purposes.

13.8 All notices and any other communications whatsoever (including, without limitation, any approval, consent, demand, query or request) by either party in terms of this Agreement or relating to it shall be given in writing, and shall be sent by registered post, or delivered by hand, or transmitted by facsimile or electronic mail to the recipient party at its relevant address set out below:

13.8.1 if to the Agency, at the address supplied on the website. [www.celeb.co.za](http://www.celeb.co.za)

13.8.2 if to the Artist, at the address provided on the, online submission form, on [www.celeb.co.za](http://www.celeb.co.za) Either party may, by written notice to the other party, change any of the addresses at which, or the designated person for whose attention those notices or other communications are to be given.

13.9 Any notice or other communication given by any party to the other party which –

13.9.1 is sent by registered post to the addressee at its specified address shall be rebuttably presumed to have been received by the addressee on the 7th (SEVENTH) day after the date of posting; or

13.9.2 is delivered by hand during the normal business hours of the addressee at its specified address shall be rebuttably presumed to have been received by the addressee at the time of delivery; or

13.9.3 is transmitted by facsimile copier to the addressee at the addressee's specified facsimile number shall be rebuttably presumed to have been received by the addressee on the date of transmission as indicated on the sender's facsimile transmission report; or

13.9.4 is transmitted by electronic mail to the addressee at the addressee's specified electronic mail address shall be rebuttably presumed to have received by the addressee on the date of transmission as reflected on the sender's electronic mail records.

13.10 The parties choose their respective physical addresses in clause 13.8 as their respective domicilia citandi et executandi at which all documents relating to any legal proceedings to which they are a party may be served. If that address is changed to another address which is not a physical address in the Republic of South Africa, then the original address shall remain the domicilium citandi et executandi of the relevant party until it nominates a new physical address within the Republic of South Africa in writing, to be its new domicilium citandi et executandi. The parties choose that all agreements shall fall under the jurisdiction of the magistrate court of Cape Town, South Africa.

13.11 The parties agree to perform, or procure the performance, of all further things, and execute and deliver (or procure the execution and delivery) of all further documents, as may be required by law or as may be desirable or necessary to implement or give effect to this Agreement and the transactions contemplated therein.

#### 14. Electronic Signature

I have read the agreement and fully understand what I read. No interpreter was necessary and I hereby fully, approve the electronic method as my signature. I agree and commit to the above agreement, by ticking the block of the online submitting, step 5 / terms and conditions of the agreement and this shall be treated as if the AGREEMENT have been personally authorized and signed by me/us personally.

HERBY MY AUTOHRASION IS GIVEN TO BE A CCA MEMBER.

#### ANNEXURE A

MEMBERSHIP FEES: The Agency offers different MEMBERSHIPS.

(Payment differs according the artists membership decision)

An Artist can join Celebrities Casting and Modelling Agency, on two different membership bases. One, Enrolment or two, just get Listed.

Listed is for all the people/artists that would like to experience, how it is to play an extra in a movie.... Or get enrolled if you want to be in a commercial or believe you stand a change in the modelling world. Enrolled people will be able to update new images twice a year. Seeing that your pictures are current, production knows that you look like your photos, are therefore be more likely to be selected. Due to the fact that children keep changing, all children, fall under the category enrolled.

a. ENROLLED MEMBERSHIP (All ages)

Enrolled membership is for people who wants to be in commercials, or believe they stand a change in the modelling world. As an enrolled member, you have a change to feature in commercials, fashion catalogues and may even have a few lines. Due to the fact that children keep changing, all children, fall under enrolled membership.

R150 Joining Fee "Once Off" per artist to upload his/her portfolio. Payable by CLICKING, step 6 of the ONLINE SUBMISSION, as payment terms on the website. This amount is non-refundable.

R50 Membership Fee per Month starting on the 1st day of the month after the online submission. The debit order date of each month after agreeing on the website and your portfolio has been uploaded, irrespective if the agency has obtained images from the artist. Deducted by debit order instruction for a minimum duration of 24 months, continuing on a month to month basis.

R250 annual registration fee paid annually on the 1st of December yearly by debit order. Payable yearly until you end the contract. Cancelled via e-mail and received a confirmation e-mail from info@celeb.co.za with confirmation.

b. LISTED MEMBERSHIP/ARTISTS (Only 18 years and above)

Listed membership is for artists that would like to experience a day or two on set in a commercial or as a movie extra. Listed people may update their portfolio, once a year.

R150 Joining fee paid upon signing up.

R250 annual registration fee paid annually on the 1st of December yearly by debit order. Payable yearly until you end the contract. Cancelled via e-mail and received a confirmation e-mail from info@celeb.co.za with confirmation.

Listed Artists are responsible to keep their portfolio updated once a year as per website

Listed Artists have the option to upgrade to Enrolled Artist. The main purpose for Listed Artists is for Extras work in movies and advertisements.

Enrolled Artists will have a greater chance at bigger roles since they have regular updated portfolios.

Artists will receive payment as per chit/production pay slip, which is a payment slip provided by the Production, calculated time, you would have worked for.

Benefits of being enrolled:

Enrolled members can upload more photo than listed members.

Enrolled members have 5 photo images presenting themselves, where listed members have only 2 images (headshot and full length) to present themselves.

Enrolled people can update their portfolio twice a year; therefore, the pictures are current. Production knows that your photos are resent and have more exposure.

Enrolled people can also add a small video clip to their portfolio

DECIDE WHICH KIND OF MEMBERSHIP and make YOUR DECISION under JOIN US, STEP 1 by joining the agency by completing the online SUBMISSION

ANNEXURE B

DEBIT ORDER INSTRUCTION:

I, Accountholder authorised and SUBMITTING below hereby give permission for a debit order instruction to:

CELEBRITIES CASTING AND MODELLING AGENCY CC / 2003 / 003583 / 23

TEL (+27) (0)21 826 8268 EMAIL info@celeb.co.za WEB www.celeb.co.za H.Q. NOBLE PARK SHOPPING CENTRE, Unit 17 c/o Old Paarl, BELLVILLE, Cape Town, SOUTH AFRICA MAIL P O BOX 15163, PANORAMA, 7530, South AFRICA

Authority and Mandate for payments Instruction: Electronic and Written Mandates

Abbreviated Name as Registered with the Bank: CCA WEB CASTING

This signed Authority and Mandate refers to our contract dated as the day of submission ("the Agreement").

I / We hereby authorise you to issue and deliver payment instructions to your Banker for collection against my / account as submitted on my submission form as per CCA website, www.celeb.co.za at my / Bank (or any other bank or branch to which I / we may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to in the Agreement and commencing on first month AFTER my photo images appeared on cca@celeb.co.za , website and continuing until this Agreement, Authority and Mandate is terminated by me, after the minimum period / us by giving you notice in writing after the expiring date, not less than 30 ordinary working days, and sent by prepaid registered post or delivered to your address as per agreement/registration form, receiving and confirmation of the receipt of your cancelation when cancelation was emailed to info@celeb.co.za.

AGREEMENT AND INSTRUCTIONS I/We agree to pay any bank charges relating to this debit order instruction as an Enrolled or Listed member, as indicated by my choice of membership.

Celebrities shall be authorized, where funds in my/our account are sufficient on the payment date, to collect the specified amount plus interest at any later stage when funds are available or ceded party. Celebrities or ceded party shall be authorized to amend the frequency, number of payments, should I fall in arrears adding R 50 penalty fee.

Bank details or changing bank details must be supplied within (30) days of signing this agreement. If not informing (CCA ) it will be seen as cancelation and the artist agrees to pay any legal cost to obtain the outstanding amount due. I agree not to stop this debit order for any reason without following Celebrities cancellation steps. I am fully aware of the cancellation procedures.

I / We agree that the onus shall be on me / us to prove that any amount apparently withdrawn and credited to the credit account in terms of this authorization was not due or was affected contrary to this authorization. In this regard I / We waive benefits of the legal exceptions no cause of debt, no money receiving or owing, error in calculation, and revision of accounts, the contents of operation of which I am fully familiar.

I /We acknowledge that the party hereby authorized to affect the drawing(s) against my / our account may not cede or assign any of its rights to any third party without my /our prior written consent. I / We not delegate any of my / our obligations in terms of this contract authority to any third party without prior written consent of the authorized party.

The individual payment instructions so authorised to be issued must be issued and delivered as selected membership, enrolled or enlisted membership:

**ENROLLED MEMBER** I / We hereby request, instruct and authorize Celebrities to draw against my / our account from the banking details submitted by region on website ( or any other bank or branch to which I / We to transfer my /our this account ) the sum of:

R 50, Fifty Rand per artist,

on the 1st, of each month commencing on the first day of the upcoming month, after submitting your comprehensive detail and continuing after 24 months on a month to month basis, until written cancellation. All such withdrawals from my / our bank account by Celebrities shall be treated as though they had been signed by me / us personally. When your debit order date is on a Sunday or a public holiday the amount can be deducted two days before/after the debit order date. This authorization shall remain in force at any other bank or branch to which the above account shall be transferred. This authority may be cancelled by me /us after the minimum period of 24 months, by giving Celebrities ( 30 ) days notice in writing, sent by prepaid registered post or email ( info@celeb.co.za ) for which you should receive confirmation and acceptance of cancellation. I / We understand the I/We

shall not be entitled to any refund of amounts which Celebrities has withdrawn while this authority was in forced such amounts were legally owing to them regardless if the artist update their portfolio. Receipt of this instruction by Celebrities shall be regarded as receipt therefor by my/our Bank (whichever it is or will be). I/ We hereby authorise that the withdrawals will be processed by computer through a system known as the ACB Magnetic Tape Service, and I also understand that the details of each withdrawal will be printed on my bank statement or on an accompanying voucher, where the abbreviated name as registered with the bank will ALWAYS include the letters "CCA" . , which will be included in the said payment instruction to enable you to identify the Agreement.

**LISTED MEMBER** I agree that R 250 may be deducted annually by Celebrities Casting Agency from the given bank account as per registration. The deduction will occur annually on the 1st December every year, continuing yearly, until Celebrities Casting Agency receives written notice, or cancellation.

In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the preceding ordinary business day, or two day before or after the initial date.

I / We understand that the withdrawals hereby authorized will be processed through a computerized system. This authorization shall remain in force at any other bank or branch to which the above account shall be transferred. This authority may be cancelled by me /us after the minimum period of 24 months, by giving Celebrities ( 30 ) days notice in writing, sent by prepaid registered post or email ( info@celeb.co.za ) for which you should receive confirmation and acceptance of cancellation. I / We understand the I/We shall not be entitled to any refund of amounts which Celebrities has withdrawn while this authority was in forced such amounts were legally owing to them regardless if the artist up-date their portfolio. Receipt of this instruction by Celebrities shall be regarded as receipt therefor by my/our Bank (which ever it is or will be). I/ We hereby authorise that the withdrawals will be processed by computer through a system known as the ACB Magnetic Tape Service, and I also understand that the details of each withdrawal will be printed on my bank statement or on an accompanying voucher, where the abbreviated name as registered with the bank will ALWAYS include the letters "CCA" . , which will be included in the said payment instruction to enable you to identify the Agreement.

**Mandate** I / We acknowledge that all payment instructions issued by you shall be treated as if the instructions have been issued by me/us personally.

**Cancellation** I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this, CCA Agreement, authority was in force, if such amounts were legally owing to you.

**Assignment** I / We acknowledge that this Authority may be ceded I / assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

ONCE SUBMIT, this agreement will be seen as signed, and fall under the jurisdiction of Cape Town South Africa.

# I have read the debit order instruction and agreement and fully understand what I read. No interpreter was necessary and I hereby fully, agree and commit to the above agreement on submitting.

Electronic Signature I hereby agreed by selecting and ticking the boxes supplied under step no5 of the web registration, and this shall be treated as if the instructions have been issued by me/us personally.

HERBY MY AUTOHRASION IS GIVEN TO BE A CCA MEMBER.

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