

PBA

PROFESSIONAL BACKGROUND ARTISTS

DANIELLE NAUDE

Company Registration: 2015/361065/07

Contact Number: 081 700 2060

Email Address: info@professionalbackgroundartists.co.za

MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN

PROFESSIONAL BACKGROUND ARTISTS (PTY) Ltd
(herein after referred to as Agent)

AND

Name and Surname

(herein after referred to as Performer)

ID no/Passport No

(Clear copy to be submitted)

Contents

1.	INTRODUCTION	3
2.	AGENCY REPRESENTATION	3
3.	PRIORITY COMMITMENT	5
4.	AGENCY FEES AND USAGE RENEWAL FEE	5
5.	PAYMENT OF FEES	6
6.	PERFORMER OBLIGATIONS	6
7.	AGENT OBLIGATION	8
8.	DISPUTE RESOLUTION	8
9.	CONFIDENTIALITY	8
10.	TERM & TERMINATION	9
11.	EFFECT OF TERMINATION OF CONTRACT ON REPRESENTATION	9
12.	REPRESENTATION & WARRANTIES	9
13.	ACCEPTANCE AND APPROVAL	10

1. INTRODUCTION

- 1.1. Please carefully read and understand the terms and conditions outlined in this agreement between the Agency and the Performer. By signing below, the Performer confirms their acceptance of these terms, which will govern their relationship with the Agency.
- 1.2. Any changes to this agreement must be made in writing and mutually agreed upon
 - This agreement does not affect any legal remedies or warranties implied by law or regulation to which either party may be entitled too.
 - This agreement does not create a partnership or joint venture between the parties.
 - The Performer acts as an independent contractor
 - This agreement will form a contract between the Agency and Performer until formally terminated in writing by either party.
- 1.3. Definitions

For the purpose of this agreement, the following terms will be used:

 - The Agency refers to the agent **PROFESSIONAL BACKGROUND ARTISTS (PTY) Ltd**
 - The Performer refers to the applicant or signatory parent/guardian.
 - The Client refers to any company (production house) that subcontracts the services of the Performer through the Agency.
 - Assignment(s) refers to any work, audition, or casting arranged by the Agency for the Performer.
 - Contract refers to a legally binding agreement between The Agency and The Performer that outlines the terms, conditions, and obligations of their relationship.
 - Performance fee refers to the remuneration agreed upon for the Assignment.
 - Commission is the fee paid to the agent for their services, and calculated as a percentage of the performance fee

2. AGENCY REPRESENTATION

- 2.1. The Performer hereby appoints the Agency as their representative agent, but not as their sole and exclusive agent.
- 2.2. The Performer's relationship with the Agency is that of an independent contractor, and this appointment does not create an employment or exclusive arrangement.
- 2.3. This means that the Performer retains the right to:
 - Contract with other agents or parties
 - Negotiate their own work
 - Register with other agencies
- 2.4. The Performer authorises the Agency to:
 - Act on their behalf in negotiating and finalising agreements with clients regarding specific assignments.
 - Negotiate, quote, and finalise agreements related to commercial engagements including usage renewals for assignments secured by the Agency during the contract term.
 - For clarity, the Agency's right to negotiate and finalise commercial usage renewals, as outlined in this clause, will persist even after the contract is terminated in writing.

- 2.5. The Performer grants the Agency exclusive authority to collect and receive all gross income derived from any Assignment undertaken by the Performer during the contract term. This authority extends to income arising from Assignments negotiated and concluded by the Agency during the term, even after the contract has expired. The Agency will collect and receive such income on behalf of the Performer, both during and after the contract term, to the extent that it relates to Assignments secured by the Agency during the term.
- 2.6. The Agency commits to providing expert management services to secure background work Assignments in the film industry, specifically for commercials, TV and film productions. The Agency will work to meet the requirements of the client, using its expertise to procure suitable Assignments for the Performer.
- 2.7. The Agency agrees to provide professional management services to secure auditions and castings for the Performer, in accordance with the requirements of the client (production companies and advertising agencies) seeking talent for the assignment. The Agency will work to identify and procure suitable audition and casting opportunities for the Performer.
- 2.8. The Agency is dedicated to acting in the best interests of its Performers, negotiating and securing fair and reasonable opportunities that align with their career goals. The Agency is committed to fostering a supportive and inclusive environment, ensuring that its Performers receive equitable treatment and maximum exposure in the industry.
- 2.9. The Agency does not guarantee a minimum number of assignments or engagements for the Performer on any productions. While the Agency will strive to secure opportunities for the Performer, it cannot ensure any assignments, as the industry is subject to various factors and uncertainties.
- 2.10. The Agency shall not be held liable for any loss or damage suffered by the Performer, whether personal or professional, arising from its services.
- 2.11. The Agency is authorised to display the Performer's photographs, images, and information to secure Assignments and share relevant information with potential clients and industry professionals to promote the Performer's career and secure potential job opportunities.
- 2.12. Upon reaching an agreement, the Agency, as the Performer's duly appointed agent, is legally authorized, to execute and sign all contracts on behalf of the Performer. This includes any and all agreements related to Assignments, castings, and other opportunities secured by the Agency for the Performer. In other words, the Agency has the Power of Attorney to sign contracts on behalf of the Performer.
- 2.13. The Agent is required to provide the Performer with access to all contracts signed on their behalf before the performer's first call or commencement of work on an Assignment. This is a standard practice to ensure transparency and to protect the performer's interests.

3. PRIORITY COMMITMENT

- 3.1. The Performer agrees to enter into a priority arrangement with the Agency on a first-call basis, whereby the Performer commits to prioritising the Agency's booking or casting offers above all other opportunities.
- 3.2. By accepting this arrangement, the Performer understands and agrees to the following terms:
 1. The Performer agrees to prioritise the Agency offers above all else
 2. The Agency shall provide the Performer with priority access to booking or casting offers.
 3. The Agency shall be the first point of contact for any project or job opportunities.
 4. The Performer shall accept The Agency offers, subject to availability, before considering other opportunities.
- 3.3. This priority commitment shall form an integral part of this Agreement and shall be binding upon the Performer.
- 3.4. To confirm please sign in the space below or if you need to decline, please stipulate

AGREED : _____ signed

NOT AGREED (please specify concerns or proposed amendments)

Notes to decline:

4. AGENCY FEES AND USAGE RENEWAL FEE

- 4.1. No Registration Fee: The Agency does not charge a registration fee to the Performer.
- 4.2. Agency Fee: The Performer acknowledges that the Agency is entitled to a payment for its services as an agent, which will be deducted from the Performer's earnings.
- 4.3. Agency Fee Rate: The Agency fee will be determined on an Assignment-by-Assignment basis, ranging from 15% to 25% of the gross income earned from each Assignment, at the Agency's discretion.
- 4.4. Commercial Usage Renewal Fee: For each usage renewal, the Agency will be entitled to a fee ranging from 15% to 25% of the gross income earned from the usage renewal, deducted from the Performer's payment for their performance work, at the Agency's discretion.

5. PAYMENT OF FEES

- 5.1. The Agency will collect fees from the contracting client for all assignments and commercial usage renewals.
- 5.2. The Agency will deduct the commission and advances (if applicable) from the gross income received as agreed to by the parties.
- 5.3. The Agency will pay the Performer within 30 days of receiving the gross income from the contracting client for the assignment or commercial usage renewal.
- 5.4. The Performer acknowledges that the Agency acts as a facilitator between the Performer and contracting client, and payment to the Performer is conditional upon the Agency receiving the aforementioned remuneration. The Agency is not obligated to make payment until the contracting client has paid the Agency. Thus, no advance payment on the due money will be paid.
- 5.5. The contracting client may take an indefinite period to pay, however payment is usually paid within 30 to 90 days from invoice.
- 5.6. The Performer acknowledges that the Agency cannot be held liable for non-payment by The Client in cases where the Performer has either misrepresented their appearance or been found guilty of misconduct.
- 5.7. As required by current legislation, PAYE deductions are mandatory for all earnings. To comply with tax regulations, the Performer must provide necessary tax information. This information will be shared with the contracting client at the time of invoicing to facilitate the issuing of IRP5s by the Client. A tax rate of 25% will be applied by the contracting client, unless the Performer provides an applicable directive or alternative documentation to modify this deduction.
- 5.8. As a self-employed individual, the Performer is solely responsible for paying income tax, PAYE, and other statutory deductions, as well as value added tax (VAT) where applicable. The Agency disclaims any liability for the Performer's failure to fulfill these tax obligations, and the Performer indemnifies the Agency against any losses or penalties resulting from such failure.

6. PERFORMER OBLIGATIONS

- 6.1. The Performer agrees to fulfill their obligations in a diligent and professional manner, as outlined in the Agency's code of conduct. Failure to comply may result in immediate termination.
- 6.2. The Performer is responsible for arranging and paying for their own transportation to auditions and Assignments, unless otherwise agreed in writing with the Agency or Contracting Client.
- 6.3. The Performer must notify the Agency of any changes to their personal details, including contact information, telephone numbers, and bank details.
- 6.4. The Performer must inform the Agency of any significant changes in appearance, including hairstyle, color, measurements, weight loss or gain, tattoos, or piercings, and

cooperate with requests for updated information and photographic images at their own cost.

- 6.5. The Performer agrees to provide accurate photos that truthfully represent their current physical appearance. The Performer understands that excessive editing or manipulation of photos to hide physical flaws is not permitted.
- 6.6. The Performer undertakes to disclose any disability and/or limitations, which can include relevant health issues.
- 6.7. The Performer shall maintain confidentiality regarding the Agency's business and contracts and shall not disclose any information without written consent from the Agency.
- 6.8. The Performer shall make themselves available to work regularly on Assignments, and acknowledges that the Agency cannot guarantee securing such Assignments, and has made no representations to this effect.
- 6.9. The Performer acknowledges that the Agency is not their employer, and that nothing in the Contract or conduct of the parties shall imply an employer-employee relationship.
- 6.10. The Performer must complete the Assignment in full for the contracted fee, otherwise they will be liable for any loss incurred.
- 6.11. The Performer must give notice by 18:00 the night before for an ad-hoc Assignment , and could be liable for 100% of the Performer fee if cancellation is after the cut-off time. (Unless in the case of an emergency)
- 6.12. The Performer must give at least 2 days' notice to withdraw from an Assignment which has been booked by the contracting client, for feature or continuity and may be liable for additional costs incurred by the Agency or Client if they fail to comply. It is the Performers responsibility to be available for the full duration of the Assignment.
- 6.13. The Performer must ensure timely arrival for all Assignments. Failure to do so may result in penalty fees being charged at the agency's discretion but limited to
 - half an hour late – 25% deducted from the daily rate
 - one hour late – 50 % deducted from the daily rate
 - two hours late – 75% deducted from the daily rate
 - more than two hours late, the Performer will forfeit their full daily rate
- 6.14. The Performer shall not interfere with, solicit, or entice any of the Agency's clients or persons with whom the Agency is in consultation, during the Assignment.
- 6.15. If the Performer breaches clause 6.14, the Agency shall be entitled to recover fees that would have been paid by the Client had the employment been arranged by the Agency.
- 6.16. The Performer shall not authorise the use of any document or media created by the Agency without prior written consent.

- 6.17. The Performer must immediately notify the Agency of any direct offer of employment by a Client for whom they have carried out an Assignment while represented by the Agency.
- 6.18. The Performer shall not engage in dealings with productions that exclude the representing Agency, and shall not sign contracts proffered by the Production or Client unless authorised by the Agency.
- 6.19. The Performer shall not make any comments that could discredit or damage the reputation of the Agent, Client, product, service, or any other cause.
- 6.20. The Performer acknowledges that by accepting any assignment, they do so voluntarily and at their own discretion, understanding that they assume all risks and liabilities associated with such work. The Performer hereby releases and holds harmless the Agency and its affiliates from any claims or damages that may arise from their participation in such work.

7. AGENT OBLIGATION

- 7.1. The Agency will use its best efforts to secure suitable Assignments for the Performer.
- 7.2. The Agency will provide representation with skill, care, and in accordance with industry best practices and statutory obligations.
- 7.3. The Agency will take reasonable steps to ensure that Clients and other workers involved in Assignments are professional and courteous, but cannot be held responsible for the conduct of third parties
- 7.4. The Agency confirms that it will only seek to find industry related Assignments for the Performer, and not any other type of work.
- 7.5. The Agency's authority to act on the Performer's behalf includes:
 - Facilitating opportunities for Assignments and representing the Performer to achieve this.
 - Negotiating and concluding contracts with Contracting Clients for Assignments and commercial Usage Renewals.
 - Concluding artist release forms and/or contracts.
- 7.6. The Agency will contact the Performer and offer a contractual assignment with a conditional verbal or written description. Upon acceptance, the Performer is liable to fulfill the contract in full. The Agency will provide the Performer with Assignment details, including time, location, date, and commission. Each contract is specific to the offered Assignment and cannot be applied to other offers, past or present.

8. DISPUTE RESOLUTION

- 8.1. The Contracting Client may contact the Agency to report any issues or grievances related to the Performer's performance on an Assignment. The Contracting Client reserves the right to adjust the fee payment accordingly, should the situation require it.

- 8.2. The Performer agrees to promptly notify the Agency of any problems or disagreements that arise during an Assignment, and shall not attempt to resolve the issue independently. Instead, they shall allow the Agency to address the matter and find a resolution.

9. CONFIDENTIALITY

- 9.1. The Performer agrees to maintain confidentiality and not disclose any information related to the Agency's business or the Contract without prior written consent from the Agency.
- 9.2. The Performer acknowledges that all Casting Assignments and product information are confidential and shall not be publicly disclosed (including on social media) until the project has been officially released and aired. This includes, but is not limited to, casting calls, production details, and project announcements.

10. TERM & TERMINATION

- 10.1. The Contract shall commence on the Commencement Date and continue indefinitely until terminated by either party in writing.
- 10.2. The Agency reserves the right to terminate the Contract with immediate effect if the Performer:
- Fails to behave professionally on an Assignment.
 - Fails to attend an Assignment without notifying the Agency.
 - Fails to behave in a professional and courteous manner towards the Agency and its staff.
 - Divulges details about Assignments to the press, radio or social media.
 - Posts derogatory or slanderous remarks on social media or public forums.
- 10.3. The Performer may terminate the Contract at any point during the Term by providing written notice, subject to the condition that they complete any Assignments agreed upon prior to notification of termination. Termination of the Contract shall not prejudice any accrued payments, rights and liabilities of the parties arising from the Contract as of the date of termination.

11. EFFECT OF TERMINATION OF CONTRACT ON REPRESENTATION

- 11.1. Upon termination, the Agency shall cease to represent the Performer for new Assignments.
- 11.2. The Agency shall continue to represent the Performer for:
- Any existing Commercial Usage Renewals at the time of termination.
 - Any Commercial Usage Renewals that occur after termination, related to Assignments concluded during the Contract term.
- 11.3. The Performer acknowledges that any contracts signed during the Contract period remain in effect, and the Agency retains the right to receive commission from any renewals or extensions of those contracts, even after the Contract has been terminated. The Agency's rights to commission survive termination of the Contract, and apply to renewals or extensions of contracts signed during the Contract period.

12. REPRESENTATION & WARRANTIES

- 12.1. Both parties represent and warrant that they have the full authority to enter into this Contract and have obtained all necessary approvals to do so.
- 12.2. The Performer represents and warrants that the information provided to the Agency in the Contract is complete, truthful, and accurate.
- 12.3. The Performer declares that they are not subject to any ongoing investigation, criminal or civil proceedings, and have not been convicted of any crime.
- 12.4. The Performer undertakes to provide the necessary documentation to legally reside and work in South Africa, if they are not a natural citizen of South Africa, and warrants that they are eligible to work in South Africa. It is understood that the agency is not responsible to ensure documents are valid. Performers cannot hold the agency liable in the event of non-payment due to invalid documents.

13. ACCEPTANCE AND APPROVAL

- 13.1. The Performer acknowledges that they have read, understood, and accepted these Terms and Conditions in their entirety.
- 13.2. The Performer confirms that they did not require an interpreter to understand the contents of this Contract and hereby approves the electronic submission method as their signature (where applicable).
- 13.3. The Performer warrants that they are legally authorised (being above 18 years of age) to enter into this Contract and, by signing below and submitting their details, agrees to the Terms and Conditions of the Contract.
- 13.4. The electronic submission of the Performer's details to the Agent shall be deemed equivalent to a personal authorization and signature, binding them to the Terms and Conditions of this Contract.

Thus, signed at _____ on the _____ day of _____ 20__

SIGNED: _____ The Performer

SIGNED: _____ The Agent/Manager

SIGNED: _____ Legal Guardian/Parent if The Performer is a minor

SIGNED: _____ Witness

POWER OF ATTORNEY

I _____ (full legal name as per ID/Passport),

hereafter referred to as the Performer

ID/Passport number _____ hereby authorise and empower

AGENCY NAME:

PROFESSIONAL BACKGROUND ARTISTS (PTY) Ltd

COMPANY REG NO:

2015/361065/07

hereafter referred to as The Agent, as the official representative, to negotiate and conclude any agreement/s and/or contract/s relating to the engagement of my services as a Performer pertaining to the entertainment and advertising industry.

This includes, but is not limited to stage, screen, television, voice, publicity, commercial and corporate work, on such terms and conditions as The Agent may deem fit. The Agents are hereby empowered to sign all documentation on behalf of The Performer where necessary or incidental to the conclusion of such agreements.

The Performer hereby authorizes the Agents to sign, negotiate, accept, complete and facilitate all opportunities for The Performer's career where the contents of such offers, requests and contracts have been previously discussed and agreed to between both parties, The Agent and The Performer.

It is recorded that in all such negotiations The Agent acts as the facilitator and shall incur no personal liability arising out of any agreement/s concluded on behalf of The Performer or any other party to such agreement.

Per the Department of Labour definitions, the SARS interpretation note 17 of the income tax act and subsequent amendments, The Performer qualifies as an Independent Contractor and therefore this contract does not constitute an employer/employee relationship. The Agent merely facilitates the agreement between the artist and the client and therefore does not take on the role of principle in any agreements concluded between The Performer and any Contracting Party.

Thus, signed at _____ on the _____ day of _____ 2025__

SIGNED: _____ The Performer

SIGNED: _____ The Agent/Manager

SIGNED: _____ Legal Guardian/Parent if The Performer is a minor

SIGNED: _____ Witness

PERFORMER INFORMATION SHEET

(PER SARS REQUIREMENTS)

PERSONAL INFORMATION		BANK DETAILS	
SURNAME		BANK NAME	
FIRST NAMES		BRANCH NAME	
INITIALS		BRANCH CODE	
ID NUMBER		ACCOUNT TYPE	
DATE OF BIRTH (YYYYMMDD)		ACCOUNT HOLDER	
PASSPORT NO		ACCOUNT NUMBER	
PASSPORT COUNTRY OF ISSUE		ACCOUNT HOLDER RELATIONSHIP	
TAX NO			
CONTACT DETAILS			
TEL HOME		CELL NO	
ALTERNATE TEL		E-MAIL	
NEXT OF KIN		NEXT OF KIN CONTACT	

RESIDENTIAL ADDRESS		WORK ADDRESS		POSTAL ADDRESS	
UNIT NO		UNIT NO		P.O.BOX NO	
COMPLEX NAME		COMPLEX NAME		SUBURB	
STREET NUMBER		STREET NUMBER		CITY/TOWN:	
STREET NAME		STREET NAME		POSTAL CODE	
SUBURB		SUBURB		SUBURB	
CITY/TOWN		CITY/TOWN		CITY/TOWN	
POSTAL CODE		POSTAL CODE		POSTAL CODE	
GENERAL INFORMATION					
HOME LANGUAGE		HAIR		CHEST	
OTHER LANGUAGES		EYES		COLLAR	
SPECIALITIES		HEIGHT		HIP	
		WEIGHT		WAIST	
		SHOE SIZE		DRESS SIZE	
DIETARY REQUIREMENTS		JACKET SIZE		SHIRT SIZE	
DRIVER'S LICENSE		PANTS SIZE		OTHER	
ADDITIONAL INFORMATION					
HEALTH RELATED ISSUES					
DISABILITY/LIMITATIONS					
OTHER					