



MEDIA (FEATURE FILM) WEBSITE DEVELOPMENT AGREEMENT

his instrument constitutes the whole Agreement between the signatory parties and sets out herein (as contained in the memorandum) all rights and obligations arising from the legal relationship created hereby.

It is thus hereby understood that this document, with all of its terms (and annexures, if any) constitutes an offer to

.....
(Full name)

.....
(Capacity)

(Web site developer, hereinafter referred to as "Developer")
(or his/her/its duly authorised Trustee/Representative)

by

.....
(Full name)

.....
(Capacity)

(Film producer, hereinafter referred to as "Producer")

(or his/her/its duly authorised Trustee/Representative)

hereinafter referred to as the parties

and that upon the initialling of every page and the full signature on the last page of this document by both mentioned parties, the Web Site Developer unconditionally accepts this offer, thereby making the terms of this document legally binding on both parties.

It is also hereby understood that the annexure (if any) attached to this document will only become part of this Agreement if and when it is signed in full by both parties hereto on the last page of the said annexure.

It is hereby also explicitly stated and guaranteed that both signatory parties hereto have extensively perused the terms of this Agreement and have reconciled themselves therewith, thus accepting it as a true reflection of the full meeting of their minds.

Both parties must add their individual signatures hereunder to affirm and guarantee having perused and accepted the above declaration.





SIGNED at (place) on (day, month, year)

Witnesses:

1

2

(Initials and surname) (Signatures of witnesses)

(Full signature)

(Web sit developer or his/her/its duly authorised Trustee/Representative)

SIGNED at (place) on (day, month, year)

Witnesses:

1

2

(Initials and surname) (Signatures of witnesses)

(Full signature)

(Film producer or his/her/its duly authorised Trustee/Representative)

1 Interpretation, definitions and jurisdiction

1.1 Interpretation

The headings in this instrument are used for ease of reference only and will have no bearing on the interpretation of the terms of this Agreement. Such headings shall not be deemed to govern, limit, modify, or affect the scope, meaning or intent of the provisions of this Agreement or any part of it; nor shall such headings otherwise be given any legal effect.

1.2 Definitions

1.2.1 Elements

As used herein, the term “elements” shall include, without limitation, all literary material written for the Creation, if any, acquired by Producer, all stills, artwork and designs used in connection with the Creation, all media/film clips, recordings, trailers, sound tracks, and all other tangible and intangible property relating to the Creation, and all rights in and to the foregoing, exercisable throughout the universe, in perpetuity, and all





subsidiary, ancillary and related rights, performing rights, publishing rights, merchandising and commercial tie-up rights, and the right to use the names, likenesses, and voices of all persons rendering services in connection with the Creation.

1.2.2 Internet

Any system for exhibition and/or distribution of a production by means of wired and wireless computer mediated and publicly accessible interconnected networks integrated through the use of any protocol now known or hereafter in existence, including without limitation, the TCP/IP or WAP protocols or any successor or similar technology used to access such networks for display on any viewing/output device (including without limitation, liquid crystal devices, plasma screens, hand held viewing devices including cell/mobile phones, video display monitors, television sets (with or without setup boxes), personal computer monitors and the like) now known or hereafter in existence. This interconnected system is a worldwide collection of smaller domestic, academic, business and government networks, which together carry various information and services, including, electronic mail, online chat, file transfer, interlinked web pages, media streaming, and access to the documents of the World Wide Web.

1.2.3 Internet play

A literary work destined to be produced for exhibition and performance on the medium of the Internet, but also includes general literary works that can be destined for exhibition on a number of media-forms.

1.2.4 Breach conduct

Conduct perpetrated by one or both of the parties to this Agreement that may necessitate arbitration proceedings as set out in this Agreement.

1.2.5 Multimedia

Any computer program or cinematograph film, or combination thereof that involves an audio-visual output and includes (without limitation) the concept of a computer game, whether performed on a personal computer, television, mobile phone, ipod or any other output device now known or in the future.

1.2.6 Multimedia play

A literary work and/or adaptations thereof destined to be produced in the form of a computer program or cinematograph film, or a combination thereof, for exhibition and performance on the medium of a personal computer, television, mobile telephone, ipod or any other output device now known or in the future, but also includes general literary works that can be destined for exhibition on a number of media-forms.

1.3 Choice of law

This Agreement shall be governed by and construed according to the laws of the Republic of South Africa.

2 Purpose

The Producer will produce/ have produced one or more of the following Creations:

- motion picture(s) of any length;
- television film(s) of any length;
- television programmes of any length;
- theatrical play(s) of any length;
- radio broadcast(s) of any length;

about (insert theme)
tentatively titled (insert name)

and desires the creation of a web site on the Internet that serves the following purpose in relation to the Creation:



- Forms an integral part of the Creation with relevant cross-references and interactivity between the Creation and the web site; and/or
- Forms an ancillary information, marketing and interactive division of the Creation.

3 Rights and obligations

3.1 Producer's rights/Developer's obligations

3.1.1 Web site development

Developer shall use all sums advanced hereunder for the sole purpose of furnishing the web site development services in relation to the Creation in accordance with:

- the approved concept, business model, architecture, branding, look and feel and elements as outlined in Annexure "A"; and
- the production schedule as outlined in clause 3.1.3.

3.1.2 Scope of authority

3.1.2.1 Producer shall have the right of designation and approval in relation to all business, creative and other elements, including without limitation (as outlined in Annexure "A"):

- The web site purpose;
- The web site concept;
- The web site business model;
- The web site architecture;
- The web site elements.

3.1.2.2 Producer shall have the final editorial and creative control over the presentation of the web site, including but not limited to the look, feel and branding of the content and design of the site.

3.1.3 Delivery

Delivery shall take place as follows:

Phase 1:

- Delivery of documented web site concept, architecture, business plan, branding, look and feel and elements (set out in Annexure "A") by (insert date);
- (insert any other deliverables);

Phase 2:

- Delivery of Beta version coded web site by (insert date);
- (insert any other deliverables);

Phase 3:

- Delivery of final version of coded web site and all related documents by (insert date);
- (insert any other deliverables).



3.1.4 Specific duties of Developer

Developer will ensure:

3.1.4.1 All elements will be accessible with any standard Internet browser, including, but not limited to:

- Netscape (all versions);
- Internet Explorer (all versions);
- WAP enabled mobile phones and related or successor wireless technologies;
- Any Java-based application;
- Any Linux-based application;
- Any other prevalent browser and/or wireless technologies, like (insert name).

3.1.4.2 All elements will be compatible with any major operating systems, including, but not limited to:

- Linux (all versions);
- Microsoft (all versions);
- Unix (all versions);
- Apple (all versions);
- OS (all versions);
- Any other prevalent operating system, like (insert name).

3.1.4.3 Any and all animation will be designed and executed with:

- Java; and/or
- Flash; and/or
- Any other prevalent web site animation suite.

3.1.5 Quality of the content

3.1.5.1 Creation

Developer undertakes to create the web site as per the specifications outlined in this Agreement and related annexures. Should any specification not be executable due to software incompatibilities and/or any other technological exigencies, Developer will duly notify Producer and both parties will co-operate in order to devise an alternative on the basis of consensus. Should the inexecutable specification infringe upon the core of this Agreement, any of the parties may give written notice of the impossibility of performance in terms of this Agreement and terminate the Agreement, unless the other party can validly show, within 7 days of receipt of the termination notice, that the specification problem can be overcome.

3.1.5.2 Delivery

Developer undertakes to use its reasonable endeavours to deliver the film clip elements as follows:

- high quality narrowband streaming up to and including 120 kilobits per second, in multiple bitrate format; and/or
- high quality broadband streaming up to and including 1 gigabyte per second, in multiple bitrate format whether enabled by MPLS and or related technologies.



3.1.5.3 Quality

Producer reserves the right to reject the web site or any part thereof on the grounds that the quality does not conform to the standards required by it in terms of this Agreement and in such case Developer shall have no claim against Producer arising out of such rejection of the web site provided that:

- in the event of a dispute as to Producer’s rights in terms of this clause, the matter shall be referred for determination to an expert agreed to by both parties, in the online industry (“the Expert”) on the basis that the decision of the Expert shall be final and binding on the parties; and
- in the event of the Expert confirming Producer’s right to reject the web site or parts thereof, the service Developer shall be afforded no more than 14 days from the decision by the Expert, to remedy the defective quality of the web site or the defective parts thereof; and
- should Developer not be able to rectify the qualitative defects within the 14 day period, this Agreement shall be terminated with the following provisions:

.....

.....

.....

3.1.6 Copyright and proprietary rights

3.1.6.1 Producer will remunerate Developer a pro rated amount as determined by the Expert;

Developer will release all elements and the web site to Producer that will establish ownership of the created web site.

Copyright

Developer hereby assigns the full and complete copyright in and to the existing and/or future website and all its constituent parts and components to Producer.

3.1.6.2 Proprietary rights

The Developer will cause to be delivered to Producer all physical storage devices that will contain the source code to the web site and upon delivery, all proprietary rights therein will pass from Developer to Producer. In addition, Developer will electronically transfer the web site to the servers of Producer.

3.1.7 Third party development agreements

3.1.7.1 Developer shall include in its agreements with third parties engaged to render services on the web site, a provision that the results and proceeds of all the services rendered in connection with the web site shall upon rendition automatically be the sole property of the Producer and/or Developer. In the case that Developer becomes the owner, Developer hereby transfers all property rights to Producer.

3.1.7.2 All Agreements for the web site development, inter alia:

- personnel;
 - studio hire;
 - purchase or hire of goods and services;
 - laboratory work; and
 - all other licences, agreements and obligations in connection with the development of the web site by Developer,
- shall be made and entered into by Developer in its own name as principal and not as agent for Producer and





no obligations whatsoever shall be imposed upon Producer thereunder.

- 3.1.7.3 All such Agreements or undertakings shall be consistent with the provisions of this Agreement and industry custom and practice.
- 3.1.7.4 Such Agreements and undertakings shall not be terminated, cancelled, modified or rescinded in any manner which would or might prejudice the rights of Producer hereunder.
- 3.1.7.5 All such Agreements shall be assignable to Producer without restriction.
- 3.1.7.6 Developer shall have all responsibilities of an employer with respect to those personnel engaged by Developer, including those arising under any present or future legal requirements relating to Workers' Compensation, insurance, UIF, tax withholding, pension, health and welfare plans under any legal requirements or any applicable collective bargaining agreement.
- 3.1.7.7 Developer shall use due care in the selection and purchase of any items to be used in connection with the production of the Creation and shall assign Producer on demand all rights which Developer shall obtain, by warranty and otherwise, from the supplier of such items.
- 3.1.7.8 Developer shall acquire warranties on the workmanship and quality of the products and services delivered by third party contractors and shall assign to Producer on demand all such rights.

3.1.8 Insurance

Developer shall carry and pay for appropriate insurance consistent with the requirements of Producer to cover all customary risks, theft, fire, vandalism, loss, damage and other like risks in connection with the web site during all developmental stages, upon the understanding that both parties will be indemnified in the case of damages. All risk in the web site, except for liability on the grounds covered by errors and omissions insurance, which insurance Producer will procure, will rest with Developer until delivery thereof to Producer in accordance with this Agreement.

3.1.9 Use of web site

Producer shall have no obligation to exploit the completed web site, provided Producer indemnifies Developer against any loss from Agreements with third parties entered into with Producer's prior consent and knowledge.

3.2 Developer's rights/Producer's obligations

3.2.1 Developmental financial compensation

3.2.1.1 Except as provided below, on the condition that Developer fully and completely performs all of its obligations hereunder, Producer shall pay Developer as per the following stages:

- Phase 1: (insert amount and date);
- Phase 2: (insert amount and date);
- Phase 3: (insert amount and date).

3.2.1.2 Developer shall have the right (without prejudice to any other rights or remedies in terms of this Agreement) to:

- charge Producer interest on all payments outstanding beyond the due date for payment, such interest to be charged from the date that payment fell due until payment in full is received by Developer and to be calculated at the rate of (insert percentage) percent per annum; and/or
- withhold delivery of the web site if payments due under this Agreement have not been received by Developer by the due date.

3.2.2 Developmental intellectual capital compensation: credit titles



The Developer will be accorded credit titles in the web site as is standard industry practice, and more specifically as follows:

(insert details).

3.2.3 Duties of Producer

- 3.2.3.1 Producer shall deliver or cause to be delivered to Developer all elements to be included in the web site. This delivery shall take place during Phase 1 of development.
- 3.2.3.2 The web site shall be presented by Producer as “powered by (insert Developer’s name)” and include the Developer’s logo on each web page. Developer shall provide Producer with the Developer’s logo for use with the attribution.
- 3.2.3.3 Producer shall provide Developer with its full co-operation and timeous input and approval of presented web site work by Developer so as to adhere to the agreed development term as per this Agreement.
- 3.2.3.4 Producer is not entitled to change, add, edit or delete the content of the web site itself as long as it is in development and copyright still vests with Developer.
- 3.2.3.5 Producer shall host the web site as supplied by Developer on its own servers, however procured, except insofar as a separate hosting agreement has been entered into with Developer.
- 3.2.3.6 Producer will serve the web site from its servers and will provide Developer with secure access to its Internet infrastructure to enable Developer to transfer the web site to the Producer’s servers, in addition to the physical delivery thereof by Developer by means of physical storage devices.
- 3.2.3.7 The web site shall not, to the best of Producer’s knowledge, contain any offensive, illegal, libellous, blasphemous or any other inappropriate material. In the event that any part of the web site is considered by Producer to contain any of the above material then:

- Producer undertakes to permit Developer to withdraw that part of the web site containing the material as soon as practicable after it has been brought to Producer’s attention by Developer or vica verca; and
- Producer authorises Developer to remove or make inaccessible such material on the web site.

3.2.4 Content subject to third party ownership

If Producer makes available elements, which it later transpires that Producer was not legally entitled to provide, then Developer may withdraw these elements from the web site and will cease to use this as if it had never been provided. Developer will use its best endeavours to timeously return these elements to Producer.

3.2.5 Insurance

Producer shall carry and pay for appropriate errors and omissions insurance consistent with the requirements of Producer to cover all customary risks of exposure, publicity, libel, blasphemy and related risks in connection with the web site during all developmental stages and during the whole term of Internet exhibition, upon the understanding that both parties will be indemnified, in the case of damages, by the insurance policy.

4 Representations and warranties

4.1 Developer’s representations, warranties and indemnity

Developer hereby represents, warrants and agrees as follows:

- 4.1.1 Developer is a corporation, duly incorporated and existing under the laws of South Africa, and has the right to grant all rights granted herein, and is free to enter into and fully perform in terms of this Agreement.
- 4.1.2 No liens, encumbrances, attachments or other matters constituting or possibly constituting any



impediment to the clear marketable title and unrestricted commercial exploitation or disposition of the web site or any rights therein or pertaining thereto shall be permitted to occur which shall or may arise by reason of any acts, omissions or activities of Developer in connection with the performance or enforcement of this Agreement, or attachments by Developer in connection with any litigation which Developer shall be plaintiff against Producer or any other party whatsoever. Developer will not create, make, cause or permit any lien, encumbrance, pledge, hypothecation or assignment of or claim against:

- 4.1.2.1 the web site, or any rights therein, or upon the copyrights thereof; or
- 4.1.2.2 upon the literary material upon which the web site is based; or
- 4.1.2.3 any other rights, interests or property therein or pertaining thereto.
- 4.1.3 Developer will take all reasonable steps to ensure that the web site and any and all of Developer's hardware and software are capable of recognising, distinguishing and processing dates relating to years before, during and after the year 2000 and neither its functionality nor performance will be affected by an inability to recognise, distinguish or process such dates.
- 4.1.4 Developer shall at all times indemnify, defend, and hold harmless Producer, and the partners, officers, directors, employees, licensees, shareholders, subsidiaries, and agents of each of the foregoing, and their heirs, executors, administrators, successors and assigns, from and against any and all claims, damages, liabilities, actions, causes of action, costs and expenses, including reasonable attorneys' fees, judgments, penalties of any kind or nature whatsoever arising out of:
 - 4.1.4.1 Developer's production and delivery of the web site;
 - 4.1.4.2 any act or omission by Developer or any person whose services or facilities shall be furnished by Developer in connection with the web site; and
 - 4.1.4.3 any breach by Developer of any representation, warranty or agreement made by Developer hereunder.
- 4.1.5 Developer warrants that to the best of its knowledge the following will be fully paid for or discharged:
 - 4.1.5.1 all claims and rights of any persons to anything used in the making of the web site; and
 - 4.1.5.2 all costs of producing and completing the web site;
 - 4.1.5.3 the use of the concept and format, as advised by Developer, of the web site by Producer will not infringe any copyright or other rights of any third party.
- 4.2 Producer's representations, warranties and indemnity

Producer hereby represents, warrants and agrees as follows:

- 4.2.1 Producer is a corporation, duly constituted and existing under the laws of South Africa, and has the right to grant all rights granted herein, and is free to enter into and fully perform this Agreement.
- 4.2.2 Producer will not provide for inclusion in the web site any elements without obtaining all necessary authorisations of the proprietors and/or copyright holders of such elements.
- 4.2.3 Producer will not provide for inclusion in the web site any elements that contain any offensive, illegal, libellous, blasphemous or any other inappropriate material.
- 4.2.4 Producer shall at all times indemnify, defend, and hold harmless Developer, and the partners, officers, directors, employees, licensees, shareholders, subsidiaries, and agents of each of the foregoing, and their heirs, executors, administrators, successors and assigns, from and against any and all claims, damages, liabilities, actions, causes of action, costs and expenses, including reasonable attorneys' fees, judgments, penalties of any kind or nature whatsoever arising out of:
 - 4.2.4.1 any breach by Producer of any representation, warranty or agreement made by Developer hereunder.
- 4.3 Mutual warranties



Each party warrants and indemnifies each that:

- 4.3.1 it shall perform its obligations under this Agreement with reasonable care and skill; and
- 4.3.2 the use of any items supplied by that party to the other under this Agreement shall not breach any rights of a third party.

5 Good faith assurance

- 5.1 Neither party has nor will without the other's prior written consent:
 - 5.1.1 enter into any agreement, commitment or other arrangement, grant any rights or do any act or thing which could or might prevent or interfere with the completion of the web site or prevent or impede the performance of all of the respective party's obligations hereunder;
 - 5.1.2 do or fail to do any act which might or could interfere with or otherwise prevent such party from fully complying with all of the terms hereof; or
 - 5.1.3 engage in any conduct inconsistent with this Agreement or the other party's rights hereunder.
- 5.2 Each of the parties hereto shall execute and deliver any and all additional documents, and shall do any and all acts and things reasonably required in connection with the performance of the obligations undertaken hereunder and to give effect to the rights of the party thereto.

6 Assignment

- Producer may assign or license its rights hereunder in whole or in part to any person, firm or corporation.
- Except for assignment to Producer, Developer may not assign or license any of its rights or obligations hereunder, or under any agreement entered into by Developer to any third party.

Subject to the foregoing, the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, administrators, executors, successors and assigns, and any past, present or future parent, subsidiary or affiliate company.

7 Force majeure

7.1 Effect on both parties' obligations

7.1.1 Suspensive conditions

If:

- by reason of fire, earthquake, labour dispute or strike, act of God or public enemy, any municipal ordinance, any provincial law, governmental order or regulation, or any other cause beyond any party's control of whatsoever nature, any of the parties are prevented from performing their duties, then any of the parties, after consulting with the other party, may postpone the commencement of or suspend the rendition of any of the contractual services herein. Such suspension shall end upon the cessation of the cause thereof.

7.1.2 Cessation of agreement

If by reason of fire, earthquake, labour dispute or strike, act of God or public enemy, any municipal ordinance, any provincial law, governmental order or regulation, or any other cause beyond any party's control of whatsoever nature, any of the parties are permanently prevented from performing their duties, then based on such impossibility of performance, this Agreement shall be void and of no further effect.



8 Breach of contract and remedies

8.1 Divisibility in case of breach:

Both parties hereby agree that a breach of any of the terms in this Agreement, except for those terms referred to in clause 8.2, will be deemed to be a breach that does not affect the existence of the remainder of the Agreement and such breach will be eliminated to the extent (but only to the extent) necessary to remove such Breach. The remaining provisions of this Agreement shall continue in full force and effect.

8.2 Material terms and a material breach

8.2.1 The parties hereto wish to record that a material breach that will rescind the whole constitution of this Agreement, will be identified by the breach of the following material terms:

- clause 3.1;
- clause 3.2;
- clause 4;
- clause 5;
- clause 6.

The above only serves to record the wishes of the parties hereto and is not an attempt by the parties to exclude the jurisdiction of any competent court in the Republic of South Africa.

8.2.2 The breach of a material term by any party, will terminate this Agreement effectively.

8.3 Arbitration

8.3.1 Any controversy or claim arising out of or relating to this Agreement or any Breach thereof or any delict relating thereto, based on whatsoever legal basis, shall be submitted to and decided by arbitration except for the breaches set out in clause 8.2.

8.3.2 Such arbitration will be held in (insert name of city where proceedings shall take place) unless otherwise agreed by the parties in writing and will be adjudicated upon the basis of Alternative Dispute Resolution (ADR) by an arbitrator who shall be a competent and impartial attorney or advocate, admitted as such in accordance with the legislation of the law governing this Agreement, with at least (insert number) years of experience. Save where the identity of the arbitrator is stipulated elsewhere in this Agreement, the arbitrator shall be agreed upon by the parties, or failing such agreement, nominated by the chairperson for the time being (insert the name of the professional organisation regulation the legal profession).

8.3.3 The arbitration proceedings shall be conducted in the English language. Deadlines or periods for any notices or submissions shall be construed and/or calculated by reference of the South African time zone (excluding any daylight saving, should this be introduced in future).

8.3.4 The arbitrator shall decide the matter submitted to him in accordance with the formalities and/or procedures settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleadings and/or discovery or the strict rules of evidence.

8.3.5 The arbitrator may make any order, decision, determination or award which he/she deems just and equitable and within the scope of the Agreement of the parties, including, but not limited to, requiring any party to perform any of its obligations or undertakings. The arbitrator may also make any interim order, decision, determination or award he/she deems necessary to preserve the status quo until he can render a final order, decision, determination or award, provided that either party may also approach a court of competent jurisdiction to issue any interim order, pending or in anticipation of arbitration proceedings. Any final or interim order, decision, determination or award made by the arbitrator shall be conclusive and binding upon the parties and judgment upon any such order, decision, determination or award may be enforced and entered by any South African court having jurisdiction thereover.



- 8.3.6 The prevailing party shall be entitled to reimbursement for costs and reasonable attorney's fees. The determination of the arbitrator in such a proceeding shall be final, binding and non-appealable.
- 8.3.7 Both parties hereby consent to the jurisdiction of the High Court of the Republic of South Africa in whose district the arbitration award was made.
- 8.3.8 The "arbitration" clause in this Agreement shall be severable from the rest of the Agreement and therefore shall remain effective between the parties after this Agreement has been terminated.

8.4 Remedies

- Developer specifically waives all rights and remedies, if available to Developer, of rescission, injunction, restraint and specific performance and agrees in this regard that it shall have no right to revoke, terminate or rescind any rights acquired by Producer hereunder nor to restrain exhibition of the web site on the Internet. Developer understands and agrees that its sole remedy hereunder shall be for monetary damages, if any, in the event of breach by Producer.
- Producer shall be entitled to all available remedies.

8.5 Domicilium for service and process

8.5.1 Arbitration

8.5.1.1 Any controversy or claim arising out of or relating to this Agreement or any breach thereof, apart from a material breach as set out in clause 8.2 or any delict related thereto, based on whatsoever legal basis, shall be settled by arbitration and upon the event of the such Breach, the first official notice shall be a letter of demand sent to the alleged mala fide party. Such letter shall be delivered to the alleged mala fide party at the domicilium addresses set out on the last page of this Agreement as soon as the aggrieved party becomes aware of such negative conduct. Upon receipt the alleged mala fide party will have fourteen (14) days to rectify such negative conduct, failing which the provisions of clause 8.5.2 will come into effect.

8.5.1.2 Failing the provisions in clause 8.5.1, an official notice of such arbitration proceedings shall be delivered one month in advance to the respective parties at the domicilium addresses set out on the last page of this Agreement.

8.5.1.3 All arbitration notices, including the letter of demand, from any of the parties hereto, addressed to any of the parties hereto under this Agreement, in relation with Breach as set out in clause 8.5.1, shall be sent by registered mail, facsimile, or by e-mail addressed to the party in alleged breach at the respective domicilium addresses set out on the last page of this Agreement. The deposit of such notice in the mail or the successful faxing of such notice or the successful sending of an e-mail message, shall constitute service of the notice, and the date of the particular sending action, shall be deemed to be the date of service of such notice.

8.5.2 Legal Action

In any action or proceeding commenced in any court in the Republic of South Africa to enforce this Agreement or any right granted herein or growing out hereof, or any order or decree predicated thereon, any summons, order to show cause, writ, judgment, decree, or other process, issued by such court, may be delivered to both parties personally at the domicilium addresses set out on the last page of this Agreement.

9 Non-variation stipulation

- 9.1 This Agreement expresses the entire understanding between the Producer and Developer, and both parties agree that no oral undertakings have been made with regard thereto.
- 9.2 This Agreement, including this non-variation clause, may be amended only by written instrument signed by both parties.
- 9.3 The parties hereto may not amend or delete clause 9 orally so as to render this agreement amendable on an oral basis.



10 Illegality and divisibility

Nothing contained herein shall require the commission of any act or the payment of any compensation that is contrary to an express provision of law. If there shall exist any conflict between any provision contained herein and any such law or policy, the latter shall prevail; and the provision or provisions herein affected shall be curtailed, limited or eliminated to the extent (but only to the extent) necessary to remove such conflict; and as so modified the remaining provisions of this Agreement shall continue in full force and effect.

11 No waiver of rights

No conduct of any kind by either parties that seem to exhibit an indulgence and acceptance of any breach by either party, will constitute a waiver of any rights as contained in this Agreement. Any variation of rights as contained herein, can only be altered by the process outlined in clause 9.

12 No partnership

The parties hereto expressly agree, each for the other, that the relationship between them hereunder is that of two principals dealing with each other as independent contractors for the sole and specific purpose that Developer shall produce and deliver the web site to Producer, subject to the terms and conditions of this Agreement. At no time, past, present or future, shall the relationship of the parties herein be deemed or intended to constitute a relationship with the characteristics of an agency, partnership, joint venture, or of a collaboration for the purposes of sharing any profits or ownership in common. Neither party shall have the right, power or authority at any time to act on behalf of, or represent, the other party, but each party hereto shall be separately and entirely liable for its own respective debts in all respects. This Agreement is not for the benefit of any person who is not a party signatory hereto or specifically named as a beneficiary herein.

13 Consensus obtained by improper means

13.1 Both parties hereto warrant that no misrepresentation of any sort has induced either of them to engage in contracting with the other as set out in this instrument and that both parties have explored and investigated all the facts and conditions pertaining hereto, and therefore, shall not have a claim to have this Agreement rescinded or, alternatively, shall not have a claim for a monetary award against each other based on misrepresentation.

13.2 It is, however, understood that a claim for rescission or monetary compensation based on duress or undue influence, can not be excluded.

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THIS OFFER MADE BY:

Witnesses:

1
.....

2
.....

(Initials and surname) (Capacity)

(Full signature)

(Film Producer)
(or his/her/its duly authorised Trustee/Representative)

(Letter of authorisation attached hereto.)

Domicilium address:

.....
.....

Telephone: (office) (mobile/cell)

e-mail:

THIS OFFER ACCEPTED BY:

Witnesses:

1
.....

(Initials and surname) (Capacity)

2
.....

(Initials and surname) (Capacity)

(Full signature)

(Web site developer)
(or his/her/its duly authorised Trustee/Representative)

(Letter of authorisation attached hereto.)

Domicilium address:

.....

Telephone/Cellphone:

e-mail:

