

## THE SMALL PRINT

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Here are my 'Notes of Agreement'. This, along with a signed 'Agreement to Present', forms the entirety of our agreement. It's like a contract, except that it's in plain English. The specifics of your event will be contained in the 'Agreement to Present' and once you sign it, these terms will become binding on both of us.

The 'Notes of Agreement', signed or not, will be binding on us once the 'Agreement to Present' has been signed. Should you wish to have the 'Notes of Agreement' signed, please print and sign a copy and return it to me for signature together with a signed copy of the 'Agreement to Present'. By returning a signed copy of the 'Agreement to Present' to me in the absence of an accompanying signed copy of the 'Notes of Agreement', you acknowledge that you do not require me to sign the 'Notes of Agreement'.

So you know, after more than 3,500 bookings, I have never yet had a dispute with a client - nor do I intend to.

Nonetheless, it would be in your best interests to download and save a copy of this document, even if you're happy for us not to sign it - just in case you need to refer back to it at a later stage. Here's why: I amend this document from time to time - so it is possible that by the time you want to refer back to it, the version applicable to our transaction is no longer available to you on the link in your 'Agreement to Present' - and it's then possible that the revised version on my website may contain clauses that may be to your detriment.

Let me know if any of this doesn't work for you, so that we can discuss options and solutions. Contractually, we should of course put all changes in writing - but you can bet on this: if I, or anyone on my team, tell you something, you can put it in the bank, in writing or not, signed or not. Period.

Shout if you need me to clarify anything. I'm on [stef@stefduplessis.com](mailto:stef@stefduplessis.com). Or contact my team on +27 11 787 0829 - you can be certain that anyone who answers is able and empowered to deal with anything and everything on my behalf.

Thanks for deciding to employ my services! I really look forward to working with you.

Stef du Plessis

## DEFINITIONS

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**PRONOUNS:** Unless the context clearly indicates otherwise, all pronouns and their variations used below refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to may require.

**HEADINGS:** The section headings contained in these 'Notes of Agreement' are for reference purposes only and shall not affect in any way the meaning or interpretation of our agreement.

**CLIENT:** That's you. We'll use 'you', 'your' and 'Client' to refer to you, the Client.

**SPEAKER:** Catch-all for speaker, trainer, coach, facilitator, moderator or other relevant professional presenters.

**SPEAK:** The 'Agreement to Present' states what you're contracting me for: be it to present a keynote speech or informal talk; to participate in an interview or Q&A session; to moderate or to participate in a panel discussion; to deliver a training session or workshop; to facilitate a work session or to run a team-building event or activity. Herein, I'll just use 'to Speak'.

**PRESENTATION:** Me, Speaking (as defined above). Whether In-Person, or Online

**ATTENDEE:** Any attendee or participant present when I Speak, be it In-Person or Online.

**VENUE:** Any place where one or more Attendee is present while I Speak.

**FORCE MAJEURE:** An act of G\_d or man that is unforeseen and unforeseeable and out of the reasonable control of either of us, which makes it objectively impossible for one or both of us to perform our obligations. Force Majeure, as it relates to our agreement, is intended in its widest possible sense, and includes, but is not limited to: war, pandemics, fire, extreme weather conditions, explosion, prolonged shortage of energy supplies, acts of state, governmental or other authorities that prohibits or impedes either of us from performing our respective obligations, protests, riots or strikes and all possible consequential outcomes including lockouts and slowdowns. For Online Presentations, add technical snags, equipment or computer failure, failure by third parties to provide working online software and / or AV platforms, or failed internet connectivity.

## A QUICK WORD ON IN-PERSON PRESENTATIONS

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This is me travelling to the Venue of your choice to Present live to your Attendees.

I'll bring my laptop or an external drive (with my Presentation slides on it), and whatever optional resources you opted for. You provide everything else. Including sound system and AV equipment – I'll advise the exact requirements.

## A WORD OR TWO ON ONLINE PRESENTATIONS

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Online Presentations are Video Conferencing (VC) meetings, using platforms like Zoom or MTeams (or one of the many other options), commonly referred to as a webinar. I prefer 'Online Presentation'.

If you've contracted me to deliver an Online Presentation, I'll probably do so from my state-of-the-art, broadcast-quality studio (more on this in the "Guarantee of Satisfaction" clause). But, unless the 'Agreement to Present' specifically confirms that I'll be broadcasting from my studio, I reserve the right to broadcast from wherever I see fit, using whatever hardware and technology I consider to be appropriate. And, unless we are connecting into your VC platform, we'll be using my Zoom licence. The 'Agreement to Present' will stipulate the detail.

Attendees can attend an **Online Presentation** in a number of ways:

- **All Attendees together, at a single Venue**, with my Presentation projected onto a big screen (or screens) in an auditorium, displayed on a TV monitor in a boardroom or a training room, or similar.

- **Attendees attend from any number of separate Venues**, with any number of Attendees at each Venue. There could be, say, 2 Attendees huddled in front of a single laptop, or 20 Attendees in a boardroom watching on a TV monitor, or 2,000 Attendees in an auditorium watching on multiple large screens at one Venue; whilst, down the road, or on the other side of the world, there are any number of other Attendees, at any number of other Venues, doing exactly the same thing – all of them simultaneously watching / participating in my Online Presentation.
- **Attendees connect individually from wherever they are**, each using their own device (computer, laptop, tablet or smartphone) to connect / dial in.
- **A hybrid of all of the above**, with some Attendees gathered in groups at one or more Venue/s, while any number of other Attendees connect individually (using their own devices), from wherever they find themselves at, simultaneously.

## GUARANTEE OF SATISFACTION

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1. I'll only take your booking if I am confident that I can meet your brief: If not, I'll rather help you find the right Speaker – which is why I have established a collaborative group of Speakers, worldwide, specifically for this purpose.
2. Keynotes and Workshops: The vast majority of Attendees will rate my Presentation as relevant, educational, entertaining, uplifting, thought-provoking and inspiring – failing which I will refund you the full Presentation fee. Fact: there will always be naysayers, and every audience will include a small number of people who just do not 'like' me or my message – so don't expect me to win everyone over. Can't be done. Not by any Speaker.
3. Facilitated Sessions: By the end of the session (which we'll also refer to as a Presentation), the group will agree that we achieved the desired outcomes – failing which I will refund you the full fee.
4. Should you invoke this guarantee, I will return the full Presentation fee without delay (and / or waive any unpaid fees).
5. My Online Presentation studio: I've built a professional, broadcast quality studio, at considerable cost to myself, which I use when broadcasting Online Presentations, at no additional cost to the client (although I may, depending on the circumstances and unless otherwise stated in the 'Agreement to Present', broadcast from any other location, using any other equipment, including hand-held devices). The studio has two-tier backup at all touch-points: two computers; multiple cameras, two separate sound systems, an inverter as well as a generator in the event of power failures, and two separate high-speed internet connections. Most back-up switch-overs (like in the case of electricity and internet connection) are automatic, and seamless – so, in the event that the primary source fails, the back-up will kick in without Attendees even noticing. Some failures will however cause for us to have to stop the session – I'll then switch over, re-boot the session, and Attendees will then need to log on again. I've experienced this during a Client session, and it works. Whilst I have taken every reasonable precaution - that's an under-statement: I have gone above and beyond, and my studio must rank in the top 1% of what people in my industry, worldwide, have available to them – I offer no guarantee that my Online Presentations will always be broadcast seamlessly: and, in this agreement, technical snags, electricity outages, internet failures and the like will be classified as Force Majeure (see Definitions, above).
6. You can count on me: Once I confirm your booking (be it for an In-Person or Online Presentation), you can bank on me showing up on the day, just like I've done thousands of times before now over the past 25+ years (that said, given the state of the world, I do nowadays need to contract my right to cancel a booking in the event that I fear for my safety or well-being – I'll cover this in the 'Cancellation' clause, later herein).

## FEE TERMS

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1. Fees exclude VAT within South Africa (or similar applicable taxes within the territory in which the event is taking place, if applicable).
2. All fees will be agreed in writing in the 'Agreement to Present'.

3. Optional resources such as: profiling instruments; assessments; workbooks; and on-line courses or subscriptions, as well as Video Licensing fees will be charged for in addition to the Presentation fee. But there will be no surprises. All additional charges will be expressly stated in the 'Agreement to Present'.
4. All agreed fees are payable, in full, with proof of payment submitted to me, 30 days from date of invoice. If the Presentation date falls within this period, then Presentation fees are to be paid by no later than 7 working days prior to the presentation date (meaning that you need to make payment, and pass proof of payment to me, by close of business 8 days before your Event). Late payment will constitute a cancellation as outlined in 'Cancellation by the Client', which will have the same effect as if you had actually cancelled your booking – which means that you stand to lose. Hardcore, yes. But given my line of work, I'll unfortunately need to enforce this clause diligently. Sorry.
5. All fees for products, surveys and videos need to be paid in full before you use or distribute it.
6. With regard to international Clients invoiced in ZAR, a sum equal to the face value of my invoice is to clear in my bank account, with all bank charges and any other transaction costs for Client account. Any shortfall will be billed for separately, due and payable in full on presentation of invoice.

## TAXES

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1. Fees exclude any and all taxes and / or levies, like but not limited to VAT or GST.
2. I trade as a sole proprietor and independent contractor, and no employer / employee relationship exists between me and the Client.
3. I guarantee that I am in compliance with my obligations to correctly declare and make payment of any taxes due to the South African Tax Authority (SARS) in connection with the presentation performed by me on the basis of this agreement. I hereby indemnify you against any claims from SARS for payment of taxes including all interest charged in respect thereof, surcharges and possible administrative fines in connection with the Presentation performed by me on the basis of this agreement.
4. For Clients based outside of South Africa: Any local taxes or levies attracted by the transaction framed in the 'Agreement to Present' are for your account, in addition to my fee. If you are obliged by your Tax Authority to deduct Withholding Tax from my fee, then you need to provide me with proof of such regulation, as well as proof of payment of the monies so withheld to your Tax Authority, together with proof of payment of the balance of my fee into my own account, by no later than 7 days prior to the Event. Additionally, you also need to provide me with confirmatory documentation, from your Tax Authority, of the payment of the withholding Tax paid by you to them (which I can submit to SARS as evidence of payment, in order for SARS to reduce my South African tax liability) within a reasonable time.

## EXPENSES, REIMBURSEMENTS AND TRAVEL

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1. Unless otherwise stated in the 'Agreement to Present', Presentation fees exclude all other associated costs and expenses which are additionally for Client account. This includes (as may be applicable), but may not be limited to:
  - Fully refundable business class airfare; first class train travel; visas; work permits; self-drive or car hire; ground transfers; shipping of materials and excess baggage costs for the transportation of equipment, and per diem allowance.
  - Any additional costs related to travel cancellations, delays, changes or re-routing that occur for any reason other than my own intentional actions (which excludes my agreement to accommodate changes in your programme which may cause changes to my travel arrangements), including Force Majeure, flight rescheduling, or any other act, action or situation that is out of my control – which costs would include, for Presentations outside of South Africa, all costs associated with quarantine anywhere along my journey, from the time that I depart the country where I find myself at the start of the journey (which may or may not be South Africa), up to and including my final arrival back in South Africa and any quarantine enforced on me upon arrival. Costs, would also include, but may not be limited to, accommodation, all costs associate with airline flights and other modes of travel. Or allow me to buy travel insurance and reimburse me for the cost thereof, assuming such cover exists.

- All shipping of materials, if applicable.
  - Where we agree that I fund an expense on your behalf, you'll reimburse me immediately upon submission of my invoice.
2. Except where the alternative is expressly agreed, I will make all of my own travel arrangements.
  3. All agreed travel costs paid by me are always to be reimbursed before I travel. Here's the good news: I will never spring any surprises on you, we will agree on all costs which are for your account, in the 'Agreement to Present'. Failure to make timely payment of travel reimbursements will constitute a cancellation as outlined in 'Cancellation by the Client' – which, again, means that you stand to lose. This is part-and-parcel of the hardcore clause regarding delayed payment outlined earlier. Again, sorry.
  4. All quoted expenses and reimbursements exclude VAT / GST and any other applicable taxes or levies.

## CANCELLATION BY THE CLIENT

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### 1. If you cancel on the grounds of Force Majeure (even with little or no notice):

- **My fees:** I'll retain the full sum as outlined in the 'Agreement to Present'. In the event that any portion of the fees are as yet unpaid at the time of cancellation, such monies will become due and payable immediately upon cancellation.
- **Travel:** If I have already commenced the inbound leg of travel at the time that you cancel me, you'll forfeit all travel expenses / reimbursements, and remain liable to pay for any travel or accommodation not yet paid by you. You will also be liable to pay, or to cover by means of reimbursement upon demand, all additional travel and accommodation expenses necessitated as a consequence of any changes to my travel plans as a result of the cancellation. In the event that I am unable to obtain expeditious authorisation from you, I will be entitled to pay for whatever travel and accommodation costs are necessary out of pocket, for reimbursement by you, and payable by you immediately upon demand (backed, of course, by the submission of proof of expenditure). Quick reminder: business class airfare, first class train travel, luxury vehicle hire and befitting accommodation. In the event that you cancel me prior to my departure for your venue, I'll refund you all monies recovered from third party vendors by me after cancellation, if, as and when they refund me.
- **Resources:** I'll retain your full spend on resources, subject of course to me delivering same to you and placing you in a position to gain benefit from your investment.
- **Other costs, expenses and reimbursements:** There are too many variables to allow us to contract for every eventuality, so we will need to agree to handle this on a case-by-case basis - but, as evidenced by the spirit in which I've framed this agreement, you should have ample peace of mind that I have every intention of doing right by you.
- **If you re-book me** for an event organised to replace the cancelled Event, at any time in the future, I will apply a discount of at least 20% on my standard published rates at the time of the new booking.

### 2. If you cancel for any other reason:

- Cancellation needs to be in writing.
- **Cancellation with 61 days or more notice before the Event** will not carry a cancellation fee. I'll refund you the fee in full (or waive what's outstanding), and I'll refund you what refunds I receive back from third-party providers (including airlines), when they pay me.
- **Cancellation with less than 61 days notice before the Event** will carry a 100% cancellation fee. I'll refund you what refunds I receive back from third-party providers (including airlines), when they pay me.
  - In the event that I discounted my fee, then the cancellation fee will be my full fee before any discounts, as noted on the 'Agreement to Present' (given that this is my lost opportunity cost). BUYER BEWARE:

This may result in your cancellation fee being higher than the contracted presentation fee.

- **Discount when you book me again:** If you book me again within 12 calendar months from the date of the cancelled Event, I will apply a discount of at least 20% on my standard published rates at the time of the new booking.
  - **Travel:** If I have already commenced the inbound leg of travel at the time that you cancel me, you'll forfeit all travel expenses / reimbursements, and remain liable to pay for any travel or accommodation not yet paid by you. In the event that you cancel me prior to my departure for your venue, I'll refund you all monies recovered from third party vendors by me after cancellation, if, as and when they refund me.
  - **Resources:** I'll retain your full spend on resources, subject of course to me delivering same to you.
  - **Other costs, expenses and reimbursements:** As above, there are too many variables to allow us to contract for every eventuality. We'll figure this out if the eventuality comes to pass.
3. **Changes to date, time slot or Venue:** I will always endeavour to accommodate your timeous requests for date changes, time slot changes, and changes to venue locations (if applicable) without loss, penalty or additional expense to you. That said, such changes may incur an increase in my fee, and will most likely incur an additional spend on travel (if applicable), due to flight change costs and penalties, which will be for your account. If I cannot accommodate change requests, be it for date, time slot, or Venue location (for In-Person Presentations) on the grounds that my schedule renders me unavailable, then your change will constitute a cancellation. In that instance, I will advise you accordingly, and request that you stick to the originally contracted arrangements. If you are unable to do so, then your change/s will constitute a cancellation; I will no longer be able to appear at your event; and will have no choice but to invoke the cancellation terms as outlined above (taking note of the cancellation term, bet it more than, or less than 61 days). A final word on changes to the my time slot: most often, this occurs in real time, on the day of the event, when the programme runs early or late due to any number of circumstances – like late arrival of Attendees, early / late arrival of other speakers, technical glitches, and so on. I will accommodate time slot changes on the day as best as I am able to (and hopefully without penalty or loss to you) – but, where my other commitments dictate otherwise, a change in time slot may result in me having to cut my presentation short (without any proportionate refund of fee to you), or, at worst, may result in me not being able to present at all (in which instance the change in time slot will constitute a cancellation, as if with less than 61 days' notice).
  4. **Changes to the original brief:** The same as in '3' above would apply if you were to significantly change the brief, after having confirmed the booking. We're not talking about subtle changes here (which would pose no problem at all). We're talking of changing the brief the extent to which I am simply no longer an appropriate fit. Should this be the case, your change in brief will constitute a cancellation.
  5. **Failure to comply with payment terms:** As already stated, your failure to comply with the agreed payment terms will constitute a cancellation, meaning that I will not appear at your event, whilst you still remain liable for the full fee and other agreed expenses. And, as I have also said, this is the only hardcore clause in the entire agreement. And, yes, it's fierce. Sorry, yet again. But, due to the nature of my work I unfortunately cannot hold dates for events where payment has not been received as per our payment terms, just as I cannot undertake travel, which I have covered the cost of on your behalf, without having received the commensurate reimbursement. If cancellation is invoked as a consequence of late or non payment of fees, all offers of discounts on future bookings fall away.
  6. **I'll refund quickly:** If, on cancellation, you have already paid any monies to me, and if you are entitled to a refund, I will refund you without delay.
  7. **Payment of cancellation fees:** If, at the time of cancellation, there are any monies due to me, as outlined above, then you are obliged pay the full sum due immediately upon cancellation.

## CANCELLATION BY ME

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### 1. I reserve the right to cancel my Presentation on the grounds of:

- **Force Majeure,** as defined in 'Definitions'.
- **Concerns for my safety or well-being:** That sounds worse than it is. In almost 3 decades of working

internationally, through 9/11, when I travelled internationally on the day after, to speak at an event. I was speaking in London on the day of, and the day after, the bombings. I've honoured all my commitments throughout Covid-19 – in one way or another (meaning that I converted many Presentations from cancelled In-Person Presentations, to Online Presentations). Proof of the fact that I don't wimp out that easily.

Nonetheless, I do reserve the right to cancel my appearance at an Event, on these grounds, without the burden of having to convince you, or anyone else, that my concerns are founded. Even without notice, or on very short notice. Of course, I will do my best to forewarn you as soon as possible... but in reality, a cancellation on these grounds will most likely come with very little or no advance notice. Sorry. That's just the way it is. Don't let the fact that I reserve this right to cancel on these grounds cause you undue concern though – when push comes to shove, (probably) every other Speaker alive will do the same. I'm just up-front and transparent about it, is all. Hence this clause in black 'n white, right here. Right where it belongs.

For the sake of full disclosure: My safety concern may not even be in the country where your Event is taking place - it's possible that, say, an airline on which I need to travel en-route, or a country through which I need to transit, is at 'risk', and that, in the absence of a viable alternative routing, I may then need to exercise my right to cancel.

Although extremely unlikely, it may even be possible that I cancel an Online Presentation for the reasons outlined here – but, realistically, this clause relates primarily to In-Person Presentations.

- I can also withdraw from a booking in the event that you are in breach of contract, which will then constitute a 'Cancellation by Client'. Whilst this would not constitute a cancellation by me, I list it here to draw your attention to the fact that it is nonetheless one of the conditions that could cause me to withdraw from your event.

2. **I'll do my best to help you have 'your show go on':** In the event that I do need to cancel as outlined in '1.a-b' above, I will take all possible reasonable precaution to enable you to have your Event proceed, pending of course the nature of the situation, event or incident that caused me to cancel. If I withdraw as a consequence of '1.c.' you're unfortunately on your own.

- **I'll do my very best to give you as much advance notice as I possibly can** – but, given the very nature of the potential cause of these cancellations, this may not always be possible.
- **In the event that the booking I cancel is an In-Person Presentation**, then I'll offer to deliver an Online Presentation for you. Your Attendees will then experience me delivering the exact same presentation that I'd have done, had I been there in person – they'll just be viewing it on a screen as opposed to having me present live and In-Person.
- With regard to both In-Person and Online Presentations:
  - **If you opted for the purchase of a back-up Video** (as outlined in the 'Videos and Photography' clause, below), you'll simply replace my Presentation with the Video.
  - **If you had not opted for the purchase of a back-up Video**, I'll provide you with a Generic Video to replace my In-Person Presentation.
  - Alternatively, I will do everything in my power to help you **find a suitable replacement speaker** of similar talent and experience, willing and able to appear at the event in person (someone who can travel a different route, is already in-country, or who can otherwise overcome whatever challenge it is that caused me to cancel). So you know: I am tapped into a formidable network of Speakers, thus making it likely that I could source a replacement Speaker of similar talent and experience for you. Thing is, pending the circumstances that caused me to cancel in the first place, it may not be possible for another Speaker to get to your Event, either (in which case the cause of the cancellation is likely to have caused you to cancel the Event, anyway). Think Apocalypse. Should I be able to confirm another Speaker for you, their fees, as well as their travel and accommodation will be for your account - but, as you'll soon see, I'll be refunding you, thus potentially putting you in a cashflow-neutral position.

3. **I'll refund you:**

- **Fees:** I'll refund or waive all fees framed in the 'Agreement to Present'.

- **Travel:**
    - In the event that you agreed to purchase fully refundable airfares, I will refund you the full cost of airfare framed in the 'Agreement to Present'.
    - In the event that we did not purchased fully refundable airfares:
      - i. Force Majeure cancellations: I will refund to you a sum equal to what monies I receive back from airlines upon cancellation.
      - ii. Cancellations out of my concern for my own safety or well-being: I will refund you the full cost of airfare framed in the 'Agreement to Present'.
  - **Resources:** I'll refund your full spend on Resources framed in the 'Agreement to Present', less the value of such Resources as you have already enjoyed benefit from, or which you opt to retain.
  - **Other costs, expenses and reimbursements:** Again, there are too many variables to allow us to contract for every eventuality, so we will need to agree to handle this on a case-by-case basis.
4. **Additionally, in the event of my cancellation on the grounds of being concerned for my safety or well-being:** If you were to book me again at any time in the future, I'll give you 50% off my standard published rates at such time. Of course you'd need to pick up my travel and accommodation costs, and other out-of-pocket expenses, if applicable.
5. **Limit of my liability:** In the event that I fail to appear at your Event as outlined above, my liability will be limited to the remedies above. This will be the full extent of my liability, and I will not be responsible for any other loss (or deemed loss), material, consequential or otherwise, which may come about or may be deemed to come about as a direct or indirect consequence of my non-appearance.

## NO SHOW

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If I fail to appear at your Event, as framed in the 'Agreement to Present', for any reason other than Force Majeure or my intentional decision to cancel on account of having concerns for my safety or well-being - totally out of character as that would be for me - I will do everything in my power to remedy things as best as possible under the circumstances, just as I'll do if I were to cancel my participation in your Event (as outlined above).

Of course I'd like to contract that doing so would be the full limit of my liability, and that I'll not be responsible for any other loss (or deemed loss), material, consequential or otherwise, which may come about or may be deemed to come about as a direct or indirect consequence of my non-appearance. But this will probably not stand in a court of law under these circumstances.

So, if I just didn't show up, you'd probably sue me for damages, and justice will take its course.

All of this is hypothetical though, because it's not going to happen. I've included this clause just for the sake of completion – but, if my unblemished 30-year track record is anything to go by, I'm a safe bet.

## RESOURCES

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1. **Optional resources:** Resources (e.g. books, assessments, support materials, online courses and videos) are optionally available for purchase at an additional fee.
2. **I'll behave:** I will not market or sell my products or services to your Attendees at any time without your express permission.



## COPYRIGHT

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1. **Intellectual Property:** No transfer of Intellectual Property (IP) is ever implied. All IP rights vest with me and / or my business partner Steve Simpson or, where applicable, with relevant copyright owners.
2. **Third parties:** In the event any third-party service provider/s are present at your event, the client shall be responsible for ensuring that such third party/ies understand/s and agrees that they are not permitted to use any of my IP under any circumstance.

## VIDEOS AND PHOTOGRAPHY

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1. Types of video recordings available for licensing:
  - a. **Pre-Recorded Customised Video Presentations:** When you book me to deliver a customised Presentation for you, you can optionally have me record it on video prior to your Event, which you can then use in a number of ways depending on which video usage licence you purchase as outlined in the 'Video Licensing Options' section below. Typically, you'd use a video like this in the following ways:
    - i. As a back-up, to replace me on the day, if for any reason I failed to appear at your event as agreed. Think calamity, not me choosing to sleep in rather than getting myself to the Venue on time.
    - ii. Post-Event, say for internal training purposes.
  - b. **Pre-Recorded Generic Videos:** You could use one of my generic videos, on the same topic as the Presentation for which you're contracting me to Present. Essentially, it does the same job as a Customised Video – just without any reference to any specifics relating to your cause / enterprise. You'd use it for the same applications as you'd use a Customised Video, again dependent on the video usage licence you purchase.
  - c. **Recording of me delivering my live Presentation at your Event:** You are free to record the Presentation which I'm presenting for you – be it by a camera crew whilst delivering an In-Person Presentation, or that we record an Online Presentation in real time as I'm delivering it. You may use this footage without purchasing one of the video usage licences, but strictly only as follows:
    - i. To produce a short highlight summary video of my presentation, with a maximum run time of 10% of the duration of my original Presentation, at your expense, and then only on condition that any such video contains a copyright caution affirming my rights; that it contains my name and contact details; and that I receive a high resolution copy of the edited video (in addition to the raw footage) before it is put in to use in any way.
    - ii. You may post the highlight summary video online, subject to obtaining my written permission, which will not be unreasonably withheld.
    - iii. If you would like to use more than just 10% of my presentation, or if you would like to use any footage for any other purpose not outlined in '1.c.i-ii' above, or if you would like to use a video of my full presentation, you'd need to purchase one of the available video usage licences.

Furthermore:

- **IP and any and all other lawful rights** applicable to the footage, in whatever format it may exist, will vest with me to the maximum extent that international copyright laws dictate.
- **My access to video footage:** By signing the 'Agreement to Present', you irrevocably authorise me to obtain the full video recording/s, and in so doing instruct your relevant employee/s or third-party service provider/s to release to me, at no expense to myself, a digital high resolution master copy of the full recording/s, from all cameras with regard to videos of In-Person Presentations, and, with regard to recordings of Online Presentations, all footage on any computers, external disks, other devices or cloud-based storage.

## 2. Video Usage Licences:

## a. For Pre-Recorded Videos, Customised or Generic:

- i. **Back-up Licence:** As back-up for my Presentation on the day of the Event, just in case I am unable to appear at your event. This is a 'single-use' option: If you don't (need to) use the Video on the day, you forfeit the right of ever using it. Think of it as having fire insurance: you only benefit if you actually have a fire – but, either way, you still pay the premium.
- ii. **Broadcast Licence:** For broadcast as part of your Online Event, as a substitute to having me Present live, in real-time, on the day: This option is good for those Clients who prefer the controlled conditions that come with playing back a pre-recorded video, as opposed to having me Present online, on the day. In this instance, I will pre-record a video of the Presentation, stipulated in the 'Agreement to Present', prior to the scheduled Event and digitally transfer a copy to the Client. This is a 'single-use' licence - namely for playback at the Event stipulated in the 'Agreement to Present'.
- iii. **'Bang-for-Your-Buck' Licence:** For Clients who want to double-up on my contribution to their Event. I pre-record my Presentation and you have your Attendees watch the Video, either in groups or individually, ahead of the contracted Event. Then, at the Event, I do an in-depth, Q&A follow-up Presentation. This is a 'single-use' licence for an agreed number of intended Attendees to view the Video prior to the Event.

## b. For Videos Recorded While I Present at Your Event:

- **Post-Event Highlight Videos:** You may produce a Post-Event Highlight Video for free, whenever you book me to deliver a Presentation, which licenses you for '1.c.i-ii' above.
- This is a 'single-use' license.
- **Any other use:** You need to purchase the Extended video usage licence outlined below.

## c. For all of the above Video types: You can purchase an Extended Licence to use any of the above Video types for say:

- Distribution to Attendees other employees (or members of your Association) following the event.
- Future in-house training
- On-boarding of future employees
- Any other reasonable and appropriate use

3. **Photographs:** You are welcome to take as many photos as you want of me delivering an In-Person Presentation, at your own expense. Although I at no time cede my rights to the images granted to me under protection of law, you may use the images in any reasonable and appropriate manner without licence. By signing the 'Agreement to Present', you irrevocably authorise me to obtain the high-resolution images, and in so doing instruct your relevant employee/s or third-party service provider/s to release to me, at no expense to myself, all images taken of me.

## CONFIRMATION AND ACCEPTANCE OF THESE 'NOTES OF AGREEMENT'

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1. Your confirmation of the booking indicates your acceptance of my Terms of Agreement, which consists of two elements: (1) signed 'Agreement to Present' contract and (2) these 'Notes of Agreement'.
2. Any changes or alterations to either will only be valid when reduced to writing and signed by both parties. Such changes will then form a part of our agreement.
3. The website [www.stefduplessis.com](http://www.stefduplessis.com) will be the definitive source for the 'Notes of Agreement'. The 'Notes of Agreement' on my website are changed from time to time. Our agreement is based on the 'Notes of Agreement' in use at the time that you

signed the 'Agreement to Present'. You should therefore download and retain an electronic copy, or a printed version of the 'Notes of Agreement' at the time that you confirm the booking. Should you not do so, then the 'Notes of Agreement' as published on the website at any time in the future will be considered to be the basis of our agreement. This may turn out to be to your detriment, should you need to enact any part of the Agreement at a later stage – so it is advisable that you retain a copy.

4. Unless specifically notified otherwise in writing I will assume that the person who engaged with me on behalf of the client, and / or signed the 'Agreement to Present', (and optionally the 'Notes of Agreement') is an appointed official of the client, duly authorised to act on its behalf in this capacity.
5. In terms of Chapter 3 of the Electronic Transmissions and Communications Act (RSA), in visiting my website and / or communicating with me by electronic means, you acknowledge that all agreements, notices, disclosures, and other communications sent by me satisfy any legal requirements including but not limited to the requirement that such communication be in writing.
6. You may not cede, delegate or otherwise transfer any rights or obligations arising from these 'Notes of Agreement' without my prior agreement in writing.

**END OF NOTES OF AGREEMENT FOR MY COMMERCIAL CLIENTS**

(as opposed to my **JOINT VENTURE** partners, **COLLABORATORS** and **PRO BONO** clients, for whom the section below is an extension of these 'Notes of Agreement')

## FOR JOINT VENTURE, COLLABORATIVE AND PRO BONO ENGAGEMENTS

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This section is not applicable to commercial Clients, booking me for paid engagements (even if at a discount) – rather, it is an extension of the ‘Notes of Agreement’ specific to JV Partners and Collaborators with whom I engage, as well as for Organisations for whom I am doing discounted or free Presentations, all of whom will be referred to as ‘Client’.

The addition of this section is not in any way intended to dilute or waive any of the content of the ‘Notes of Agreement’, above all of which remains in force, as may be applicable, except where what follows below is an obvious replacement or substitute to what’s framed above.

**Pro Bono Engagements include** when I do work for worthy causes, charities, schools and government departments for little or no fee.

**Joint Venture / Collaborative Engagements** includes those instances where I waive a part or all of my fee in return for specifically agreed marketing exposure, or barter arrangements where a portion or all of my fee is offset against a counter arrangement or trade exchange.

**Minimum Requirements:** In all instances the Client, or the organiser acting on its behalf, shall be obliged to meet agreed minimum requirements, outlined in the ‘Agreement to Present’, which may include an undertaking to ensure that an agreed number of attendees, who match the agreed delegate profile, are in attendance at the Presentation; the provision of agreed delegate / member / participant contact details by an agreed date, with the understanding that I will market to them in future; failing any of which the fee reduction or waiver will fall away and my full fee will immediately become payable.

**I’ll do my part:** In confirming your booking, I am demonstrating my eagerness to work with you towards a mutually successful outcome, and you can be assured that I will be as committed to your cause just as if I were working with a full-fee Client.

**Please do your part, too:** To be candid, you need to be equally committed to the success of the event. In my experience, organisations that pay to engage me are, without exception, serious about committing towards a successful outcome. Contrary to this, I very often find that there is less urgency when I waive or cut my fees or do barter work. Dates (which I could alternatively have sold) are rescheduled and cancelled at short notice, attendance is often poor, attendees do not match the agreed number and / or profile, contact details are not passed on, and attention to detail falls short.

### Aligning our expectations

It’s a good idea for us to make sure that our mutual expectations are aligned, and there is no better way than for us to do this than to agree on our respective responsibilities. In confirming the booking, you agree to the following:

- a. **Make the most of the opportunity:** It really is a waste for me to speak to an empty room – so please do what needs doing to ensure that the agreed attendee numbers are met.
- b. **Your responsibility:** In exchange for donating / discounting a part / all of my fee, you undertake to provide me with the full contact details of delegates / members / participants, including first name, last name, email address and other data that you have access to which we may require, at a bare minimum. Please send this to me in the form of an Excel spread sheet, by no later than 14 days before the event. Failure to provide me with these details will constitute cancellation on your part. I also reserve the right to solicit contact details from attendees at the event – whilst assuring you that this will be done tastefully. I respect privacy and will handle all personal data responsibly. I will use the details provided only for internal marketing, to distribute free resources to the attendees, and to keep them abreast of interesting developments. I do not pass on or sell, personal data.
- c. **Your failure to comply** will entitle me to cancel my appearance, without the burden of any liability or obligation to you. Regardless of whether or not I elect to cancel my appearance, your failure to comply will additionally entitle me to bill you at my full published rate, following which you will be due for payment as is applicable to my commercial Clients.
- d. **Venue, date and time slot:** Once we sign the ‘Agreement to Present’ you may not change the venue, date or my time slot. If you do, I retain the right to invoke my standard cancellation terms, as outlined in this document, just as if you were a full-fee Client.
- e. **I retain the right of cancellation:** In addition to my right to cancel, as outlined in the cancellation clause, I further reserve the right to cancel as outlined below. This sounds way scarier than it really is. By now you already

know, from having read the 'Notes of Agreement' above, that I am dependable. This clause is not designed to assert to me the right just not to pitch up on the day. If I'm booked for your event, I will – insofar as is humanly possible - be there on the day.

But, should I receive a request for full fee booking for the same date as your presentation, up to 30 days prior to the date of your Event, then I reserve the right to cancel your booking and take the paid engagement. If this has not happened four weeks before your event, I will not cancel you, even if this means that I then turn away requests for full fee bookings. In the event of such a cancellation, I will not utilise or make use of any of the data or benefits extended to me by you as a part of our barter agreement, outlined in the 'Agreement to Present'. Additionally, I will offer you one of the following options: (i) Reschedule / postpone to another suitable date; or (ii) I will replace myself with another speaker of equal talent, at my expense, and at no additional charge for the original date (and for free, if the 'Agreement to Present' states that I'd have Presented for you for free); or (iii) Failing these alternatives, your event will need to go ahead without me or need to be cancelled / postponed. I suggest that you include a cautionary note in your marketing materials / invitations to draw attention to this possibility.

Read this clause again. Think it through. You can't lose: If I cancel on these grounds (as opposed to cancelling because of your failure to keep up your side of the deal), I will provide you with another speaker of equal talent and experience. How? I am super-connected in my industry – and I will call in a favour from a fellow Speaker, or I will pay a Speaker a fee to present for you. Now read between the lines: If I cannot place another speaker for you, I won't cancel, even if it means that I need to decline full fee work.

f. **Sale of books, other resources and subscriptions**

I reserve the right to have books, other resources or subscriptions available for sale at the event. If so, this will be done tastefully. My office will handle all logistics.

END