

RULES AND REGULATIONS APPLICABLE TO SPECIFIC SERVICES AT THE MARCHÉ DU FILM

1 • PRELIMINARY

The Société de Gestion d'Opérations commerciales pour le Festival International du Film (SOGOFIF) is responsible for the organization of the Marché du Film, hereafter the "Marché du Film" or "Marché", which takes place as part of the Festival de Cannes (the "Festival"). The SOGOFIF is a subsidiary of the Association Française du Festival International du Film (AFFIF).

The aim of the Marché du Film is to promote contacts between professionals from the film industry and to facilitate the international business of film rights, whether the films are completed or not. These films are defined as feature films destined for a first release in theatres. The Marché du Film offers various services strictly reserved to the registered participants, hereafter "Participants" or the "Company". Access of Participants to these services is conditional upon the total acceptance of the rules and Regulations for Registration at the Marché du Film, together with the Rules and Regulations laid out hereafter, related to specific services, such as organization of sponsorship programs, showcases, conferences, spotlights, cocktails, workshops, speed-meetings, screenings, presentations, and other.

It is expressly reminded that the Marché du Film cannot be held accountable regarding any commercial or press-related results expected by the Company. This non-accountability also applies to all the programs and services provided by the Marché du Film.

2 • INVOICES AND VAT

All invoices corresponding to services bought are at the Participant's disposal on the Internet. They are available on the website www.marchedufilm.com and can be printed as "pdf" secure files through access codes given to each Participant. Companies acknowledge and accept that these files constitute the only original invoices for which no printed version will be given.

Following European regulation policies, online services associated with accreditation or screenings provided by the Marché du Film Online to companies based outside of France will not have the VAT included on the corresponding invoices (art. 259-1 of the CGI). Companies based in one of the 27 countries of the European Union (except France) must provide their EU VAT number in order to benefit from an exemption of the VAT from their invoices for Marché du Film Online accreditation; they are to pay the VAT in their own countries respectively (article 44 Directive 2006/112/CE).

Companies based in France will have the 20% VAT added to their invoices corresponding to the Marché du Film Online accreditation.

3 • CONDITIONS OF PAYMENT OF SERVICES

The service fee payment must be made according to the payment conditions marked on corresponding contract and the invoice. In case the invoice indicates an obligation of payment upon receipt of the invoice, the payment should be made within 15 (fifteen) days. Payment for services must be made online by credit card (American Express, Visa, and MasterCard only); other methods of payment require the express agreement of the Marché.

According to articles L441-6 and D441-5 of Commercial Law, any delay in payment will give rise to a penalty fee calculated from the day following the payment deadline stated on the invoice, with a rate of three times the legal rate of interest being applied; this rate is the interest rate applied by the European Central Bank in its recent refinancing operation increased by 10%. This penalty fee must be paid without any reminder being necessary. In addition, any delay in payment will also entail the payment of a fixed compensation fee to the Marché du Film to cover recovery costs, calculated at 40 Euros (see article D441-5 of Commercial Law). In the case where recovery costs are higher than the fixed compensation fee, the Marché reserves the right to ask for supplementary compensation. All delay in payment also gives rise to the application of the penal clause defined here-after.

In the case of non-payment, on the day after that which figures on the invoice, the Marché du Film may decide to cancel the corresponding contract, without releasing the Company from the obligation of full payment of the contract, as well as the interest referred above and the penalty listed below. The cancellation of a contract also entails the barring of the Participants registered by the Company from the Marché du Film Online platform and the immediate deactivation of his/her accreditation.

In addition, registration of the Company and its Participants at the Marché du Film and the Festival will be cancelled for the year in question and all ensuing years until payment in full is received. These provisions also apply in the case where the Company and/or the Participants owe money, in similar conditions, to one of the hotels in partnership with the Marché and the Festival or to one of their official suppliers. It is hereby stated that in all cases where administrations or banks of the country of the Company would apply a tax deducted at source or any other tax, they would be at the exclusive charge of the Company. The Company will make sure that the Marché du Film receives payment in full all tax included, corresponding to the amount due. In the case of non-payment of invoices at the date due despite the sending of the formal demand, the offender will be liable to a penalty of 20% of the total amounts due, in addition to the interest mentioned above.