



## 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", 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 international business of film rights, whether the films are completed or not. Cinema films are defined as feature films destined for an initial release in theatres.

## 2 - FUNDAMENTAL CONDITIONS OF A REGISTRATION

a. Any company (hereafter named individually "the Company" or collectively "Companies") reserving a booth, or a mini booth (hereafter named collectively "Booths") will have to register at the Marché du Film, through the website [www.marchedufilm.com](http://www.marchedufilm.com), each of the executive(s) and/or employee(s) having access to the Booth (hereafter collectively named "Participants").

b. Booth provision is dedicated to companies whose activity is listed below:

- companies whose main activity is the international production, distribution, exploitation or broadcasting of cinema films;
- companies providing related services;
- institutions, associations and professional organisations whose main work is in relation with the film industry.

In the same way, registration with the Marché du Film is strictly reserved to employees and/or executives of companies listed above.

c. The Company forbids itself to present or represent any film which is liable to disturb public order, or which may be offensive to religion, as well as pornographic films and films which encourage violence, including all corresponding posters and documentation.

The Company agrees to respect strictly all legislation on copyright and to screen only those films for which it has all necessary authorization from the entitled beneficiaries. In default, the Company exposes itself to the penalty set forth by article 7 below.

## 3 - INVOICES AND VAT

All invoices corresponding to Booths provision are at the Company's disposal on the internet. They are available on the website [www.marchedufilm.com](http://www.marchedufilm.com) and can be printed as "pdf" secure files through access codes given to the Company. These files are the only originals and there will be not printed invoices; which fact the Company declares to understand and agree to.

According to fiscal legislation, the Booth provision and other services fee is subject to French VAT at a rate of 20 % in the following cases:

- Companies based in France.
- Companies based outside of France which are tax exempted. This fee is not liable to French VAT in the other cases .
- Companies based in the European Union, subject to submit to the Marché du Film their VAT number (they proceed to the reverse charge procedure in their own country, in accordance with article 44 from Directive 2006/112/CE).
- Companies based outside the European Union, subject to submit to the Marché du Film their Certificate of Business Registration.

## 4 - CONDITIONS OF PAYMENT

The conditions of payment are detailed on the booth provision contract. All payments must be made by credit card (American Express, Visa or Mastercard only); other methods of payment require the express agreement of the Marché du Film. Payments made in Cannes must be made by credit card or in cash. 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 percentage points. 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€ (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 hereafter.

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 zone and the immediate return of their badges.

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.

### 5.1 Position of booths

The reservation of a Booth is in no way a guarantee of a specific space in terms of position. The Marché du Film will draw up the layout of the exhibition areas and decide on the distribution of the Booths, taking into consideration the nature of the participants' activities. With regard to sales companies, this activity will be defined according to the number of films for sale destined for an initial release in theatres (Cinema films defined above in Preliminary) and those destined mainly for Internet or television video rights.

The Marché du Film reserves the right to move or change Booths when necessary or to allocate the Participant another Booth from that initially agreed on without the Company being able to request either reimbursement of his/her participation fee or any kind of compensation. The Marché du Film will do its best for the Company to have the priority to reserve the same space from year to year, subject to confirming the reservation by October 15 each year, this priority in no way being a guarantee of obtaining the same space.

### 5.2 Presence of the Participant - Activity on the booth

(i) The Marché du Film will be held from July 6 to 15, 2021.

However, given the current health crisis linked to the Covid-19 epidemic, the Company expressly accepts in the event that, despite their efforts, the organizers do not succeed in organizing the event in Cannes in person, participants will be offered online participation in the Marché.

The Company expressly acknowledges that the non holding of the physical Marché du Film 2021 shall in no event give rise to any compensation whatsoever of the Company and/or the Company's participants. However, a reimbursement may be made in accordance with the terms and conditions described in Article 6 below.

(ii) At least, one of the Participants registered by the Company must be present on his/her booth and keep it open and equipped during the official opening hours (9am to 6.30pm and until 9pm for Riviera exhibitors). The Company and /or the Participant remain responsible of their material and own goods during the Marché du Film official opening hours.

(iii) The Participant undertakes to read and accept, without reservation, the provisions set out in the Internal Regulations communicated to the Company along with the present document and also available on the Marché du Film's website. Those booths not occupied the day before the opening of the event at noon may be re-allocated without the Company being able to request any reimbursement, the total fee of the provision of the booth remaining due in compensation..

(iv) Only professional activities having a direct link to the event as stated above in Article 2 a) are authorized on the booth.

### 5.3 Shared booths

The sharing of part of a booth is only allowed with the permission of the Marché du Film and according to the following conditions:

- A provision contract is signed for the totality of the booth by the main exhibitor who is responsible in full for its execution (the full payment of the fee of the provision of the booth must be made by the latter), including all payments; separate invoices will be prepared under no condition, the main exhibitor being responsible him/herself for any re-invoicing to those co-exhibiting;
- A "Shared booth contract" is signed by each company co-exhibiting, who is then responsible for paying an "exhibitor's participation" fee for the shared booth.

### 5.4 Labour legislation compliance

The Company certifies that the staff members entrusted with a mission related to the Booth (mantling/dismantling, animation...) will be affiliated to the compulsory social security scheme of its business activities.

The Company also certifies that it will respect the employment regulations, particularly in regards of concealed employment and the employment of foreign staff members, and will pay its social security contributions regularly.

In case where the Company entrusts a subcontractor with a mission, it will be responsible for the respect of the above regulations by the subcontractor.

The Company is committed, as according to articles L8221-3, L8221-5, L8222-1 to L8222-3, and R8222-1 of French Labour Code to providing to the Marché du Film upon initial request the following documents:

- A sworn statement certifying that the services covered by the contract are honored by staff members employed regularly in regards of the dispositions of the Labour Code.
- In case of employment of foreign employees, the documents provided for in articles D. 8222-5 for French companies and D.8222-7 for companies based outside of France.
- As well as any other document which provision could be made compulsory by legal texts or regulations

### 5.5 Responsibility

The Company must subscribe to an insurance policy which protects against financial consequences of the compromising of civil responsibilities for its employees whether they are professional or contractual or for the services provided in terms of this contract.

This insurance policy must protect for the whole duration of the contract the responsibility of the Company for all direct damages of any kind which could be caused by the Company, its employees or their representatives on the occasion of the execution of the contract.

By express agreement, the Company and/or the Participant relieve of any liability the Marché du Film, the SOGOFIF, the AFFIF, the SEMEC and the city of Cannes, for any damages, robbery, loss, deterioration of their own goods or of their servants and visitors, or also of third parties by people and property they are responsible for.

## 6 - TERMS OF CANCELLATION

Due to the exceptional circumstances resulting from the current health crisis, the Company will have the option, subject to compliance with the following provisions and within the limits set forth therein, to cancel its attendance at the Marché du Film in Cannes.

(i) If the Marché du Film cannot be held, physically in Cannes, on the scheduled dates, the Company it will benefit, upon request, from a full refund of any deposit paid. In all cases where a refund is due, the Marché du Film will make its best efforts to ensure a prompt return of the received deposits and no later than October 30, 2021.

(ii) If the Company is unable to participate in the Marché du Film on the dates planned initially, it acknowledges and agrees that it cannot claim any refund or deposits made unless it is able to justify with supporting evidence the impossibility (the IMPOSSIBILITY) for all representatives of the listed Company to attend the event due to the epidemic, and that it prevents them (i) from leaving their country, (ii) from entering French territory, or (iii) although present on French territory, they are deprived of their freedom of movement because of they are quarantined. Any request for reimbursement can only be processed on the basis of proof of IMPOSSIBILITY, which must be submitted before July 15, 2021. Refunds will be made in this case after receipt of the proof of IMPOSSIBILITY, no later than October 30, 2021.

Apart from the above situation directly related to the health crisis, any cancellation independent of the latter will receive the following treatment:

For any cancellation received until April 31, 2021, the first down-payment of 20% will remain due as compensation fee.

For any cancellation received after April 31, 2021, the compensation fee will be 50% of the total amount of the contract.

After June 2, 2021, the compensation fee will be equal to the total amount of the contract.

## 7 - CASE OF FORCE MAJEURE

Neither the Company nor the Marché du Film shall be held liable for any failure to perform the contract of provision as long as such failure is the result of an event of force majeure (in particular a fire, natural disaster, accident, epidemic other than Covid-19), caused by the Prince or any other cause beyond its control. In such a case, the Company and the Marché du Film already reserve the right to terminate the provision contract or to suspend and postpone its execution. In the event of termination, the deposits paid will be retained in order to pay the costs already incurred by the Marché du Film for the organisation of the technical and/or logistical services for the provision of the booth.

In the event of suspension, the effects of the provision contract shall be suspended until such time as the Company and the Marché du Film deem that the execution of the Contract may be resumed.

Any infringement of any article of the present General Conditions and/or of the Internal Regulation which the Company has agreed to upon signature of the booth provision contract, can entail, at the Organiser's will, the immediate barring, temporary or permanent, of the Company and its Participants and this without reimbursement of his/her participation fee or any other fee paid, the total of which will remain the Organiser's. Where this is the case, the Participants are immediately required to return their badges allowing access to the Marché du Film zone.

## 8 - EXCLUSION

Any infringement of any article of the present General Conditions and/or of the Internal Regulation which the Company has agreed to upon signature of the Booth provision contract, can entail, at the organiser's will, the immediate barring, temporary or permanent, of the Company and its Participants and this without reimbursement of his/her participation fee or any other fee paid, the total of which will remain the organiser's. Where this is the case, the Participants are immediately required to return their badges allowing access to the Marché du Film zone.

## 9 - RESPONSIBILITY OF JURISDICTION

Any lawsuit between the Company and the SOGOFIF, involving the Marché du Film, will be under the sole jurisdiction of the Tribunaux de Paris.