



## 1 - PRELIMINARY

The Association Française du Festival International du Film (the AFFIF), hereafter the "Association" is responsible for the organisation of the Village International which takes place as part of the Festival de Cannes (the "Festival"). The Village International is run by the Marché du Film (SOGOFIF), a subsidiary of the Association.

The aim of the Village International is to facilitate the promotion of the film industry worldwide as well as national, regional or multinational production and coproduction activities.

It is dedicated to governmental bodies and film festivals who promote the national cinematography of their country. The Village is divided into two areas:

- Village International (Riviera side)
- Village International (Pantiero side)

All areas of the Village are strictly reserved for registered participants with a festival or a market badge. The Association is in no way to be held responsible for results expected by the Company from media or business repercussions.

## 2 - FUNDAMENTAL CONDITIONS OF A REGISTRATION

a. Pavilion provision is open to national, regional or multinational institutions whose main activity is to promote their national cinematography and their means of production. In addition, the Organiser reserves the right to examine requests from organisations whose work would be close to this activity.

b. Any company reserving a pavilion (hereafter named individually "the Company" or collectively "Companies") will have to register each of their executive (s) and/or employee(s) having access to the pavilion (hereafter collectively named "Participants") with the Festival de Cannes or the Marché du Film.

## 3 - INVOICES AND VAT

All invoices corresponding to pavilion 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, there will be no printed invoices; which fact the Company declares to understand and agree to.

According to European regulations, the pavilion fees and all other services fees are 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 wire transfer; 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 Festival de Cannes zone and the immediate return of their badges. In addition, registration of the Company and its Participants at the Festival de Cannes and at the Marché du Film will be cancelled for the year in question and all ensuing years until payment in full is received. These dispositions 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 Festival de Cannes or the Marché du Film or to one of their official partners.

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 in full payment 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 pavilions

The reservation of a pavilion 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 pavilions, taking into consideration the nature of the participants' activities. The Marché du Film reserves the right to move or change pavilions when necessary or to allocate the Participant another pavilion 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 priority to reserve the same space from year to year, subject to confirming the reservation for this year by December 15, this priority in no way being a guarantee of obtaining the same space.

In the case where the Marché du Film grants the Company a larger surface area of terrace than that in the contract, this in no way would constitute a vested right for the following year.

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

(i) The Village International will be held from May 16 to May 27, 2023.

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 2023 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 pavilion and keep it open and equipped during the official opening hours (9am to 8pm) and this for the entire duration of the Festival except on Saturday May 27 (9am to 6.30pm). A written request for authorization to extend these times further than 8 pm must be made to the Organization. The Company and /or the Participant remain responsible of their material and own goods during the Village International 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 pavilions 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 pavilion provision fee remaining due in compensation. The share of all or part of the pavilion reserved by the Company is strictly forbidden.

(iv) Only professional activities having a direct link to the event as stated above in Article 2 a) are authorized on the pavilion. International sales activities which are strictly linked to the Marché du Film are not allowed on the pavilions. However, the Company can associate industrial or brand sponsors with its presence. The visibility of these industrial or brand sponsors must be restricted to inside the pavilion, and under no circumstances outside the pavilion.

The Company is informed that the services provided by the Marché du Film (notably the badges and invitations to the Festival de Cannes screenings) can under no circumstances be used for commercial purposes, directly or indirectly, and in particular be sold, included in a commercial package, or as a prize of a competition. This rule applies to the Company as well as to the industrial and brands sponsors with whom it could be associated.

### 5.3 Labour legislation compliance

The Company certifies that the staff members entrusted with a mission related to the pavilion (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.

### 5.4 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 will not or cannot be held, physically in Cannes, on the scheduled dates, the Company 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 July 21, 2023.

(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 of 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, if the borders of the country of departure and/or destination are closed, 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 May 19, 2023. Refunds will be made in this case after receipt of the proof of IMPOSSIBILITY, no later than July 21, 2023.

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 February 14, 2023, the first down-payment of 20% will remain due as compensation fee.

For any cancellation received after February 14, 2023, the compensation fee will be 50% of the total amount of the contract.

After April 04, 2023, the compensation fee will be equal to the total amount of the contract.

## 7 - CASE OF FORCE MAJEURE

If the event cannot take place due to exceptional and totally unforeseeable circumstances (fire, flood, storm, destruction of the venue where the event is being held, terrorist attack, etc...), neither the Company nor the Marché du Film may be held liable for the non-performance of the rental contract. In this case, the Company and the Marché du Film reserve the right to either terminate the contract or to suspend and postpone its execution. In both cases, the costs incurred by Marché du Film on the date of notification of the cancellation or suspension, i.e. the costs already incurred for the organization of technical and/or logistical services for the provision of the stands, shall be retained by the Marché du Film.

## 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 Pavilion 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 a Participant and the Association Française du Festival International du Film, will be under the sole jurisdiction of the Tribunaux de Paris.