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Guidelines for All Participants

Notice

The American Film Market[®] (“**AFM[®]**”) is owned and operated by the Independent Film & Television Alliance[®] (“**IFTA[®]**”) a nonprofit mutual benefit corporation registered in the State of California. Exhibitors, Buyers, Attendees, Sponsors, Affiliates, Press (as defined below) or any other party who may register or attempt to register to participate at the AFM or who may otherwise utilize the facilities or services of the AFM or IFTA, including Approved Publication distributors, (“**Participant**” or “**Participants**”) and all of Participant’s employees, agents, consultants and guests, agree to abide and be bound by all rules and regulations, AFM Guidelines and written instructions of the AFM (also referred to as the “**AFM Market Rules**”). As the owner and operator of the AFM, IFTA has the right in its sole discretion to apply and interpret the AFM Market Rules. All Participants expressly agree that in the event of a dispute regarding the validity, interpretation or performance of any AFM Market Rule, California law shall govern and the state and federal courts in Los Angeles County, California shall have exclusive jurisdiction over the dispute.

Failure to comply with the AFM Market Rules may result in revocation of previously granted Badges and/or prohibition of the Participant and/or its Affiliates, employees, agents, consultants and guests from participating at current and future AFM(s). In the event of such revocation, IFTA shall have the absolute right to prohibit entry to the AFM, including Exhibitor’s Exhibition Space. Also, in such event, the Participant shall not be entitled to a refund or rebate of any fees previously paid to IFTA, nor shall IFTA be responsible in any way for any of the costs which the Participant may have incurred in connection with, preparation for, or attendance at the AFM.

All Participants shall be responsible for their costs and fees associated with participating in the AFM, including but not limited to, all fees associated with Exhibitor, Buyer, and Attendee registration and participation, sponsorships, screening fees, costs associated with any type of Badge, equipment and furniture rental fees, and any other costs or fees assessed in association with participating at the AFM. If any fees or deposits are paid by a third party or charged to a third party account, it is understood and agreed that the Participant is ultimately responsible for payment of any charges and that IFTA has the right to confirm the identification of any third party payer and its relationship to the Participant. Except for AFM Exhibitors, no Participant, nor any of its employees or other representatives, or its invitees, shall engage in any activity as a sales agent, licensor, distributor or otherwise related to the sale or licensing of Motion Pictures during the AFM.

In compliance with the Americans with Disabilities Act, IFTA is committed to providing equal opportunity and access to the services and facilities of AFM. For further information on access at the AFM, please contact Susan Cleary, Esq. at scleary@ifta-online.org.

All AFM Conference ticket sales are final and non-refundable.

IFTA has the sole right to control all activities and advertising at AFM. In particular, IFTA may eliminate, cover or otherwise exclude any logos, images, voices or statements that may directly or indirectly offend the public, present false or misleading information or for any other reason.

Definitions

“**Accredited Buyer**” means a company that has been qualified in writing by AFM.

“**Affiliate**” means a company that is owned or controlled by another entity. For purposes of this definition, “owned by” means ownership of shares of stock or other evidence of ownership in an amount exceeding 50%. “Controlled by” means that one company has the authority to determine the business decisions of another entity.

“**AFM Sanctioned Venue**” means space that is acquired and used for exhibiting at the AFM, pursuant to a fully executed Exhibition Agreement, that is not located in either the Hotel.

“**Approved Publication**” means a publication that is expressly identified and authorized for distribution at the AFM pursuant to a fully executed Distribution Agreement or Media Barter Agreement with IFTA.

“**Atrium Exhibitor**” means an Exhibitor that is exhibiting at the AFM, pursuant to a fully executed Exhibition Agreement, in an Atrium Booth.

“**Atrium Booth**” means Exhibition Space located on floors 5 – 8 in the atrium area of the Loews Santa Monica Beach Hotel.

“**Attendee**” means a Person who participates at the AFM with an Attendee Badge.

“**Badge**” means the physical credential issued by AFM that must be worn and displayed by Participants at all times during the AFM and shown to AFM security whenever requested by AFM security.

“**Buyer**” means a Person employed or retained by an Accredited Buyer who participates at the AFM with a Buyer Badge.

“**Confirmed Award**” means an IFTA Arbitration award issued by an IFTA Arbitrator that has been reduced to a final judgment, such that no further appeal is available to any Non-Prevailing Party or Prevailing Party by a court of competent jurisdiction, or otherwise finally adjudicated as a civil judgment in any country that recognizes foreign judgments or arbitral awards.

“**Due Notice**” means a written statement demanding that the Non-Prevailing Party satisfy the Confirmed Award which is sent by certified or registered mail, courier, facsimile or email to the address, facsimile number or email address shown for the Non-Prevailing Party in the parties' agreement or to any address which the Prevailing Party has been informed by the Non-Prevailing Party or Related Entity or which is known to be the last known place of business, habitual residence, mailing address, facsimile number or email address of the Non-Prevailing Party or Related Entity. Proof of transmission of the Due Notice to the Non-Prevailing Party or Related Entity and receipt of such transmission shall accompany the Due Notice. The Due Notice must be sent within ninety (90) calendar days from the date of the Prevailing Party's written application to IFTA seeking to bar the Non-Prevailing Party or Related Entity and shall state that the Prevailing Party will seek to bar the Non-

Prevailing Party and/or Related Entity from the AFM pursuant to these Guidelines. If the sender has reasonable grounds to believe that such Due Notice will not reach the intended recipient Non-Prevailing Party or Related Entity, then Due Notice also shall require publication of the Notice for three (3) consecutive days in a newspaper of general circulation in the community where the intended recipient lives or maintains its offices, and in an international trade paper of general circulation in the country where the intended recipient is domiciled. The written statement must be in the native language of the intended recipient or the language in which negotiations regarding the subject matter of the IFTA Arbitration were conducted.

“Exhibition Space” means all of the following, unless stated otherwise in these Guidelines: Offices, space at AFM Sanctioned Venues, Mini-Booths and Atrium Booths, all of which are used for exhibiting at the AFM pursuant to a fully executed Exhibition Agreement.

“Exhibitor” means a company that is participating at the AFM, pursuant to a fully executed Exhibition Agreement, as one of the following: Exhibitor With Office, Exhibitor at AFM Sanctioned Venue, Exhibitor Sharing Office, Exhibitor under an Umbrella Program, Mini-Booth Exhibitor or Atrium Exhibitor. Unless stated otherwise, the term “Exhibitor” shall collectively refer to all of the foregoing categories of Exhibitors.

“Exhibitor at AFM Sanctioned Venue” means an Exhibitor who has acquired space at an AFM Sanctioned Venue.

“Exhibitor Sharing Office” means an Exhibitor sharing an Office with an Exhibitor With Office.

“Exhibitor under Umbrella Program” means a company from a national or regional organization (government and/or industry supported) that is exhibiting at the AFM, pursuant to a fully executed Exhibition Agreement, with an organization that has registered as an Exhibitor With Office under an umbrella program.

“Exhibitor With Office” means an Exhibitor that acquired an Office to be used for exhibiting at the AFM.

“Hotel” means the Loews Santa Monica Beach Hotel and the JW Santa Monica Le Merigot Hotel.

“IFTA Arbitration” means an arbitration conducted pursuant to the IFTA Rules for International Arbitration, the AFMA Rules for International Arbitration and/or the American Film Marketing Association Rules for International Arbitration and administered by the IFTA Arbitration Tribunal or its predecessors, AFMA Arbitration Tribunal and American Film Marketing Association Arbitration Tribunal, where the matter in controversy relates to an agreement relating to the distribution and/or financing of one or more motion picture or television program in a territory other than the home territory of the licensor, provided that each party or its Affiliate was a party to the agreement in dispute or agreed in writing to be bound by the arbitration provisions in the agreement in dispute as they relate to these AFM Guidelines; or if it was not a party to the agreement in dispute or so agreed to be bound, then it was assigned such agreement or the right to bring or defend

the arbitration, or found to be legally bound by such agreement by a court of competent jurisdiction, and also in such event: (i) was at the time such agreement was entered into a real party in interest or a beneficiary thereto; or (ii) the owner, distributor, sales agent, licensor or licensee of, or held other rights in, or was an Affiliate of a party holding such other rights in, the motion picture, television program, or other property which is the subject of such agreement; or (iii) was the producer, financier, or distributor or an Affiliate of the producer, financier, or distributor of the motion picture, television program or other property which is the subject of such agreement.

“IFTA Arbitrator” means a Person who has served as an arbitrator in an IFTA Arbitration.

“Mini-Booth” means an Office that is occupied by two (2) or more Exhibitors that share certain facilities, pursuant to separate Exhibition Agreements.

“Mini-Booth Exhibitor” means an Exhibitor that is exhibiting at the AFM, pursuant to a fully executed Exhibition Agreement in a Mini-Booth.

“Motion Pictures” means feature length films and television programs.

“Non-Prevailing Party” means any Person who was a party to an IFTA Arbitration against whom an IFTA Arbitrator rendered an IFTA Arbitration award pursuant to an agreement relating to the distribution and/or financing of one or more motion picture or television program in a territory other than the home territory of the licensor or any Person against whom a court has rendered a Confirmed Award based upon an underlying IFTA Arbitration award.

“Notice of Barring” means a written statement from IFTA notifying a Person that it is barred from attending the next AFM. The Notice of Barring shall be sent by certified or registered mail, courier, facsimile or email to the address, facsimile number or email address shown for the Person in the parties’ agreement or to any address, facsimile number or email address which the Prevailing Party has been informed by the Person to be the last known place of business, habitual residence, mailing address, facsimile number or email address of the Person.

“Office” means a hotel room or meeting room in the Hotel used as Exhibition Space.

“Participant” means any Affiliate, Attendee, Buyer, Exhibitor, Sponsor, Press, any of their employees or those provided with transferrable Badges or any other Person who may participate (including those without a properly issued Badge) at the AFM or who may register for or otherwise utilize the facilities or services of the AFM or IFTA, including Approved Publication distributors.

“Person” means any natural person or legal entity.

“Press” means a Person who has been qualified in writing by the AFM Press Office and participates at the AFM with a Press Badge.

“Prevailing Party” means any Person who was a party to an IFTA Arbitration and in whose favor an IFTA Arbitrator rendered an IFTA Arbitration award pursuant to an agreement relating to the distribution and/or financing of one or more motion picture or television program in a territory other than the home territory of the licensor or any Person who was the assignee or successor to the rights and obligations of such Person with respect to the Confirmed Award.

“Related Entity” means any legal entity which is determined to be substantially related to a Non-Prevailing Party that has been barred pursuant to these AFM Guidelines and which seeks to continue the business of the barred Non-Prevailing Party.

“Sponsor” means a company that participates at the AFM under a sponsorship Badge and pursuant to a Sponsorship Agreement with IFTA.

“Subsidiary” means a brand, label or wholly owned entity which is 100% owned by the Exhibitor.

Temporary Office Space

No Participant, including Exhibitors, may retain temporary office space (one (1) month or less) within 25 miles of the AFM during the AFM or use the AFM trademark or logo in connection therewith. IFTA may rescind all rights and privileges of participation and/or exhibition at a current or future AFM in the event of such occurrence.

AFM Lounges

Participants may not use the Buyers Lounge or Filmmakers Lounge (collectively referred to as **“AFM Lounges”**) to set up displays, distribute materials, reserve tables and/or chairs, or refer to either of the AFM Lounges as its office location in marketing materials or advertising, print or electronic. AFM Lounges are for Participants to utilize the specific services offered in the AFM Lounges and to have periodic meetings, and they shall not be used as exhibition or permanent meeting spaces. Use of the AFM Lounges for permitted purposes shall not exceed a daily limit of three (3) hours per Participant.

Communications Sent by Participant

Any communication sent by Participants within the U.S. with respect to the AFM shall be in compliance with the CAN-SPAM Act of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act). Any international communication sent by Participants with respect to the AFM shall be in compliance with all applicable local laws. AFM is not responsible for any third party communication and any Participant agrees to hold AFM harmless from any claims whatsoever.

Distribution of Promotional Material

Promotional materials may not be distributed or left in the Hotel hallways, elevator lobbies, bathrooms, or anywhere on Hotel property or in any other designated AFM area, including screening facilities. All such materials will be immediately removed by AFM security.

Badges

Badges must be worn and displayed at all times during the AFM and shown to AFM security whenever requested by AFM security. A Badge allows access to most AFM screenings but does not guarantee access to every AFM screening. Badges must be shown to AFM security in order to access restricted areas of the AFM. If any Participant wears a Badge other than his or her own, AFM security will ask the Participant to surrender the Badge. Failure to comply with such request may result in the Participant being barred from participating in a current or future AFM(s). Surrendered Badges will not be returned to the Participant; however, if the surrendered Badge belongs to an Exhibitor, the Exhibitor will be contacted regarding the surrendered Badge.

Lost or stolen non-transferrable Badges must be reported to AFM security and there may be a 24-hour period before a new Badge is issued. IFTA is not required to issue a replacement Badge. IFTA will not issue a replacement for lost or stolen transferrable Badges.

Counterfeit badges are strictly prohibited. If any Person is found wearing a counterfeit badge, AFM security will ask that Person to surrender the counterfeit badge and that Person will be excluded from the restricted areas of the AFM and the Person will be denied access to the public space of the Hotel. Any Participant found to have produced, used, distributed, authorized, sold or in any other way participated in the use of a counterfeit badge will be subject to fines or other sanctions, including prohibiting such Participant, its Affiliates, and/or any or all of its employees from participating in a current or future AFM(s). The AFM, including AFM security, may refer such individuals and organizations to law enforcement authorities in its sole discretion.

No Participant may conduct business at AFM in the name of a barred Person. Engaging in business on behalf of a barred Person is a violation of these AFM Market Rules and will result in a revocation of Badge privileges for a current AFM and the Person conducting such business may also be individually prohibited from attending future AFMs.

AFM may revoke previously granted Badges and/or prohibit an entity, its Affiliates, all its employees, and/or an individual from participating in a current or future AFM(s) for, including but not limited to, the following reasons: (1) Participants who breach the safety and security of the AFM, which includes, but is not limited to, threats to other Participants, IFTA/AFM staff, Hotel staff, or any Person whatsoever, possession of weapons, or violations of general security concerns at the AFM; (2) Participants who have been convicted of criminal copyright infringement; (3) Participants who have infringed the intellectual property rights of IFTA or the AFM, including but not limited to unauthorized use of IFTA's registered trademarks or copyrighted works; (4) Participants who violate any Terms of Use found on the IFTA, AFM, MYAFM, or The Film Catalogue websites, as well as these AFM Guidelines and/or the AFM Market Rules; (5) Participants who have outstanding unpaid invoices to IFTA; (6) Participants who have been barred pursuant to the AFM Guidelines; (7) Participants who conduct business on behalf of a Non-Prevailing Party and/or Related Entity that has been barred pursuant to the AFM Guidelines; (8) Participants who engage in behavior which IFTA determines, in its sole discretion, to be harassing, including but not limited to offensive verbal comments related to gender, age, sexual orientation, disability, physical appearance, body size, race, religion, sexual images

in public spaces, deliberate intimidation, stalking, following, harassing photography or recording, sustained disruption of talks or other events, inappropriate physical contact, and unwelcome sexual attention; and/or (9) Any other act which IFTA determines, in its sole discretion, may compromise the integrity of the AFM.

In the event that a Person's Badge has been revoked, IFTA shall have the absolute right to prohibit that Person's entry into the AFM. Also, in such event, the Person shall not be entitled to a refund or rebate of any fees previously paid to IFTA relating to the AFM, nor shall IFTA be responsible in any way for any of the costs which the company, or such individuals, may have incurred in connection with, preparation for, or attendance at the AFM.

Badges will be refunded in full if a written request for refund is received by AFM at least twenty-seven (27) calendar days prior to the start of the AFM. For requests received after such date but no later than thirty (30) calendar days after the end of the applicable AFM, a credit may, at IFTA's sole discretion, be provided which may be used toward a credential of equal or greater value for the next subsequent AFM. Such credit is valid only for the next subsequent AFM and for use by the original purchaser, which shall be subject to verification by AFM. No other transfer of credentials or payments are permitted.

Minors

All Participants under eighteen (18) years of age must be accompanied at all times by an adult Participant who has his or her own Badge. A Badge is not required for infants or toddlers in strollers who are accompanied by an adult Participant who has his or her own Badge. Participants under fourteen (14) years of age will be provided with a complimentary Badge which allows access to the show floors. Participants fourteen (14) years old and older must purchase a Badge.

Participants under eighteen (18) years of age are not permitted to attend any AFM Conferences, special events, AFM Lounges or programs. This AFM Market Rule applies even if the accompanying adult Participant has purchased a Badge that includes access to such AFM Conferences, special events, AFM Lounges and programs.

Indemnification of IFTA

IFTA is not responsible for the activities, performance or failure to perform of any Participant; nor is IFTA liable for the actions, inactions or negligence of any third party whatsoever, including but not limited to projectionists, suppliers, utilities, vendors, screening facilities, hotels, transportation and other facilities and/or parties; nor for force majeure events including without limitation, strikes, work stoppage, war or military activities, civil disorders, criminal conduct of others, weather, fire, flood, earthquakes, acts of God or any other events beyond IFTA's control. IFTA shall not be responsible for crimes or negligence committed by any Person, including but not limited to robbery, assault, battery, fire, water or any accident whatsoever. Should loss by theft occur, cooperation of the Participant is requested by reporting it immediately to law enforcement authorities and AFM security.

All Participants shall indemnify and hold harmless IFTA, its subsidiaries and divisions, officers, directors, employees and agents from and against any and all claims, damages and liabilities (including reasonable attorneys' fees) relating to or arising out of any breach or alleged breach of IFTA's agreements, alleged agreements with third parties or these Guidelines. All Participants shall further indemnify and hold harmless IFTA, its, subsidiaries and divisions, officers, directors, employees and agents from and against any and all claims, damages and liabilities (including reasonable attorneys' fees) relating to or arising out of any request by a Participant for IFTA's assistance with a Participant's personal property or rented equipment, including transporting such personal property or rented equipment.

Consent by Participant

Each Participant expressly consents to having its name, company information, licenses and/or other contact information including email and social media addresses disclosed in AFM publications or electronic communications, including the AFM website and screening attendance reports. Each Participant further expressly consents to receive via facsimile, email or any other means, information or materials from the AFM, IFTA, the IFTA Foundation, and AFM Sponsors. Participant may withdraw this publication consent at any time by notifying IFTA in writing. Participant further consents to receive via facsimile, email or any other means, information, materials or invitations from the sponsors of AFM Sponsored Events, including but not limited to the Location Expo and AFM Conferences. Participant may withdraw its consent to receive third party communications at any time by notifying the applicable Sponsor in writing. Notices are posted at AFM locations that photography and filming may occur at any time in any area of any AFM location during the AFM. Participant's presence at any AFM location or event shall be construed as Participant's express consent to any photography or filming in connection with the AFM, including but not limited to the use and distribution of Participant's name, voice, image and likeness for AFM marketing purposes. The disclaimer inures only to the benefit of IFTA and does not constitute consent by IFTA or any Participant to third party filming or filming not done at the direction of IFTA. IFTA may prohibit third party filming at any AFM location or event at any time during the AFM. Please see the Privacy Policy at www.americanfilmmarket.com.

Distribution of Approved Publications

The only publications that may be distributed at the AFM are those that are expressly identified and authorized for distribution pursuant to a fully executed Distribution Agreement or Media Barter Agreement with IFTA ("**Approved Publication**"). The right to distribute an Approved Publication may not be sold, assigned or sublicensed to a third party for any reason whatsoever.

Additional Guidelines for Buyers

Buyer Accreditation

Each Participant attending the AFM as a Buyer must be:

1. Retained or employed by a company which has contracted with one (1) or more IFTA Members for such company to distribute in at least one (1) audio-visual medium a total of at least three (3) Motion Pictures during the three (3) years immediately before the AFM; or
2. Retained or employed by a company which has contracted with one (1) or more IFTA Members for such company to sub-distribute (*i.e.* re-license) in at least one (1) audio-visual medium a total of at least three (3) Motion Pictures during the three (3) years immediately before the AFM.

Buyer accreditation will not take place during AFM. To apply for accreditation, the Accreditation Form, available at www.americanfilmmarket.com, must be submitted no later than one (1) month prior to the first day of the applicable AFM.

Companies that purchase an Executive Badge, Executive Plus Badge or Platinum Badge may apply for buyer accreditation following the corresponding AFM. For consideration, applicants must apply for buyer accreditation on or before January 31st of the year following the AFM. If a company is approved in writing by AFM as an Accredited Buyer under the AFM Market Rules, the company may request a rebate for the difference between the amount paid for the Executive Badge, Executive Plus Badge or Platinum Badge and the cost of a comparable Buyer Badge. Executive Badge rebates will be based on Buyer Badge pricing. Executive Plus Badge and Platinum Badge rebates will be issued against the cost of the Buyer Plus Badge. Rebates issued at the sole discretion of AFM are available only for current employees of an Accredited Buyer.

Buyer Badge Refunds

Buyer Badges will be refunded in full if a written request for refund is received by AFM at least twenty-seven (27) calendar days prior to the start of the applicable AFM. For requests received after such date but no later than thirty (30) calendar days after the end of the applicable AFM, a credit may, at IFTA's sole discretion, be provided which may be used toward a credential of equal or greater value for the next subsequent AFM. Such credit is valid only for the next subsequent AFM and for use by the same Accredited Buyer, which shall be subject to verification by AFM. No other transfer of credentials or payments are permitted.

Additional Guidelines for Exhibitors

Exhibitor Registration

With the exception of AFM Sanctioned Venues, IFTA may allocate Exhibition Space and/or modify or change an Exhibitor's Office location and/or configuration relative to the needs of the AFM as solely determined by IFTA.

As a non-profit trade association representing producers and distributors of independent film and television, IFTA establishes its own positions on public policy and engages in advocacy in support thereof. To avoid confusion regarding IFTA's public policy positions and/or with its trademarks and brands, it is the general policy of IFTA not to provide

Exhibition Space to public policy advocacy organizations other than those endorsed and invited by IFTA to be present for the benefit of IFTA Members.

Office Allocation

For a company to participate as an Exhibitor With Office in the first round of Office assignments, the Exhibition Agreement, along with a US\$2,000 non-refundable deposit, must be received by Friday, June 10th. Any Exhibitor from the prior AFM that does not submit a signed Exhibition Agreement by this date will automatically lose Office allocation priority. Exhibition Agreements received after Friday, June 10th will be addressed in order of receipt and as space permits.

Office assignments will be confirmed via the email address provided in the Exhibition Agreement by Thursday, June 23rd. It is the company's responsibility to contact IFTA if Office confirmation is not received by Friday, June 24th. Any company that rejects an Office assignment must respond in writing to IFTA by Friday, July 1st. If a written response is not received, IFTA will consider the Office assignment accepted.

Exhibitor With Office

The exhibition fee is US\$3,500 for non-IFTA Members; waived for IFTA Members. Included are three (3) exhibitor photo Badges for non-IFTA Members; six (6) Badges for IFTA Members.

Exhibitor Sharing Office

Two (2) companies may share a one (1) room Office (codes A-F, W, X, YR, SM, DR, PR, AR). Office sharing is limited to two (2) companies per Office. The Exhibitor With Office (the company assigned the Exhibition Space) is responsible for the full payment. The Exhibitor Sharing Office shall submit an Exhibition Agreement and pay its own exhibition fee (US\$3,500 for non-IFTA Members; US\$2,000 for IFTA Members). Once the Exhibitor With Office submits written approval of its agreement to share to IFTA and the Exhibitor Sharing Office has submitted an Exhibition Agreement and exhibition fee, the Exhibitor With Office cannot cancel or terminate the agreement to share. If an Office is shared without prior approval, IFTA may, at its sole discretion, close the Office and revoke all Badges allocated to all companies in the Office. In such case, each company will forfeit all prior payments relating to its exhibition at the AFM. Included are three (3) exhibitor photo Badges.

Mini-Booth Exhibitor

Mini-Booth offerings are determined in advance of each AFM. Pricing is subject to change. There is no separate exhibition fee.

Umbrella Program

Organizations (government and/or industry supported) may share "umbrella" Exhibition Space with Exhibitors from the country or region represented by the organization.

Subsidiaries

Exhibitors With Office and Exhibitors at AFM Sanctioned Venues may list one (1) brand, label or wholly owned company (“**Subsidiary**”) at no additional charge, provided that such Exhibitor owns 100% of the Subsidiary. The Subsidiary may be listed with such Exhibitor or listed separately but will have no additional benefits (*e.g.*, no free Badges or ability to purchase a Hotel parking pass). If an Exhibitor With Office does not own 100% of the company seeking to share its Office, then the Office Sharing guidelines described above shall apply.

Use of Exhibition Space

Except for Exhibitors at AFM Sanctioned Venues, overnight sleeping in Exhibition Space is prohibited. Exhibitor shall be responsible for all maintenance of its Exhibition Space. Exhibitor shall maintain the Exhibition Space in a clean and orderly manner and take reasonable steps necessary to prevent injury or damage to another Person or property at AFM.

Exhibitor Screenings in AFM Screening Facilities

To screen a Motion Picture in AFM screening facilities, a company must be registered as an Exhibitor.

Exhibitors screening Motion Pictures in AFM screening facilities agree to be bound by the Terms of Use on The Film Catalogue website which can be found at <https://thefilmcatalogue.com>.

IFTA is not responsible for the performance, or failure to perform, act or omission with respect to any screening, including but not limited to errors, oversights or negligence, of IFTA/AFM staff, theatre facility staff and/or vendors, power, equipment or technology failure, picture or sound quality, lost or damaged print/tape, errors uploading a digital file, reels projected out of order, unsupported format, delayed start, noise from any source during the screening or for any other failure, act or omission whatsoever. Subject to the above, in no event shall IFTA be liable for any amount in excess of the amount paid to screen the Motion Picture at AFM.

AFM Screenings and Disputed Rights

Any dispute between two (2) or more parties concerning which party or parties owns or controls rights to a Motion Picture for purposes of AFM screenings shall be resolved in IFTA’s sole discretion and may include a determination in IFTA’s sole discretion not to allow one (1) or more parties to screen such Motion Picture at the AFM unless and until IFTA is satisfied that such dispute has been fully resolved. Any determination by IFTA with regard to such dispute is not a legal determination as to ownership of rights, but relates solely to screening the Motion Picture at AFM. In no event shall IFTA be liable for any amount in excess of the amount paid to screen the Motion Picture at AFM. IFTA will abide by an order of a court of proper jurisdiction regarding handling such dispute.

Each Participant shall be solely liable for all materials provided with respect to any AFM screening. In no event shall IFTA be liable for any error or omission with respect to erroneous or incomplete materials provided by Participant. In addition, Participant represents and warrants that it has obtained the required permissions and authorizations for all materials provided with regard to such AFM screening.

Exhibitor Services

Included with each Exhibitor registration is an allotment of Badges (quantity depends on Exhibitor category and additional Badges are provided to IFTA Members), signage, access to the password protected Exhibitor section of the AFM website (includes access to the list of registered AFM buyers), and inclusion in all Exhibitor listings. Participants who submit a signed Exhibition Agreement after October 7th will not be included in printed AFM materials.

Exhibitors with Exhibition Space can receive additional services such as additional Badges, parking, video equipment, panels, furniture, etc., which are available for additional fees. Additional services may vary depending on the type of Exhibition Space provided. All information regarding additional services and fees will be sent to Exhibitors in August and made available on the AFM website.

Some furniture is provided free of charge for Exhibition Space that is located in Hotel rooms. Approximate measurements of the Exhibition Space will be provided, but Exhibitors are advised to take their own measurements if custom displays are to be used.

Distribution of Material in AFM Screening Facilities and Exhibition Space

Promotional materials may not be left unattended at the AFM screening facilities. Promotional materials may be distributed inside the AFM screening facility during an Exhibitor's screening only. An Exhibitor may not distribute from its Exhibition Space any publication from any Person that is not an Exhibitor.

All materials distributed in violation of the AFM Market Rules will be removed and discarded by AFM security and the costs of such removal may be charged to the Exhibitor.

Product

No pornographic or "hard core" Motion Pictures may be screened at AFM screening facilities, shown in Exhibition Space or otherwise promoted or marketed at or through AFM. However, such Motion Pictures may be screened or shown in Exhibition Space if they have been edited to comply with U.S. pay cable standards (*i.e.*, if they would meet (or have met) the standards for HBO or Showtime's programming). An Exhibitor in violation of this AFM Market Rule may have its Badges revoked and may be prohibited from attending future AFM(s).

Exhibitor Badge Eligibility and Restrictions

All Exhibitors, except Exhibitors under an umbrella program, may provide Badges to business colleagues, including employees, consultants, producers, etc. and, if such company is an Accredited Buyer, company may request a Buyer Badge for any full-time

employee. Such Exhibitors must notify each Badge recipient that they are a Participant of AFM and agree to be bound by these AFM Guidelines. No Exhibitor may provide a Badge to a Buyer from another company. In such instances, the Exhibitor's Badges may be revoked and the Exhibitor may be prohibited from attending the current and future AFM(s).

Exhibitor Insurance/Exhibitor's Liability

Exhibitor acknowledges that IFTA does not maintain insurance for the benefit of, or coverage for, the Exhibitor, including but not limited to, damage, destruction, or loss of Exhibitor's property. Exhibitors with Exhibition Space in the Hotel are required to provide to IFTA a Certificate of Insurance for the period of the Monday immediately preceding the AFM through the last Wednesday of the AFM showing that IFTA is an Additional Insured on a Commercial General Liability insurance policy with a minimum limit of US\$1,000,000 Each Occurrence/US\$2,000,000 General Aggregate. Exhibitor may choose to purchase this insurance coverage through the AFM's designated insurance broker. If a Certificate of Insurance showing all required coverages and limits is not received by IFTA at least thirty (30) calendar days prior to the opening of the AFM, Exhibitor agrees to the purchase of this insurance coverage through the AFM's designated insurance broker. Neither the Hotel nor IFTA will be responsible for the safety of any Exhibitor against robbery, assault, battery, fire, water, accident or any other cause. Should loss by theft occur, cooperation of the Exhibitor is requested by reporting it immediately to the police and AFM security. In special circumstances and for certain events or AFM activities, proof of additional insurance coverage may be required.

Exhibitor further agrees that it will not make a claim against IFTA, and that IFTA shall not be liable for any reason whatsoever, for any injury (including death), loss or damage that may occur to any person; or any loss, theft, damage, or destruction of personal property or goods of the Exhibitor or its employees, agents or representatives; or for any damage of any nature, including damage to the Exhibitor's business for failure to provide Exhibition Space or any other reason whatsoever; or for failure to hold the AFM or portions thereof, as scheduled; or for any action or omission of IFTA. Exhibitor is solely responsible for its own exhibition material and products and should insure material and products from loss or damage from any cause whatsoever. Exhibitor expressly holds harmless and releases IFTA from any and all claims for such loss, damage or injury. If it is legally determined that IFTA is liable for any kind of legal claim or property loss in connection with the AFM, such liability shall not exceed the fees paid by the Exhibitor.

Exhibitor Payment, Cancellations and Refunds

All AFM costs are in U.S. Dollars. All payments must be in U.S. Dollars and made by check (drawn on a U.S. bank), credit card (American Express, MasterCard or VISA) or via bank wire transfer (inclusive of all fees to effectuate such bank wire transfer).

A returned check or credit card authorization refusal may, at IFTA's sole discretion, result in a loss of Office priority allocation, or the ability to exhibit at the AFM. In such instances, IFTA may require payments by Cashier's Check. A US\$100 service charge will be assessed for each returned check.

Exhibitors With Office who request an Office by the June 10th deadline must submit a US\$2,000 non-refundable deposit with the signed Exhibition Agreement. Full payment is due by Friday, July 22nd. If payment is not received by this date, the Office may be cancelled and reassigned. Full payment is due with all Exhibition Agreements submitted after Friday, July 22nd.

Exhibitors that cancel in writing by Friday, August 5th will receive a full refund less the deposit. Cancellations after Friday, August 5th are subject to a cancellation fee of 50% of the total amount billed. There are no refunds for cancellations after Friday, September 2nd. Exhibitors under an umbrella program must pay their exhibition fee in full and there are no refunds for cancellations after Friday, July 22nd.

IFTA will not refund or reallocate any fees paid, resell the Exhibition Space or otherwise compensate any Exhibitor for any non-refundable fees if Exhibitor is in material breach of the Exhibition Agreement by nonpayment or otherwise. In addition, Exhibitor may be required to pay the full payment per the applicable Exhibition Agreement.

If any fees or deposits are paid by a third party or charged to a third party account, it is understood and agreed that the Exhibitor is ultimately responsible for payment of any charges and that IFTA has the right to confirm the identification of any third party payer and its relationship to the Exhibitor. By making such payment, the third party, and where applicable, its employees and other representatives, agrees to fully comply with the AFM Market Rules. The Exhibitor shall indemnify IFTA for any losses suffered in connection with the third party's payment, failure to pay or any actions IFTA undertakes in order to recover payment. IFTA may institute collection procedures against the Exhibitor and/or the third party if the third party does not pay. IFTA may also prohibit any Participant from future AFM(s) for failure to pay an invoice.

All fees must be paid in full prior to the AFM. Exhibitors with outstanding balances may be denied services, including but not limited to, access to Exhibition Space, AFM screenings and Badges. Any monies due to Exhibitor from the AFM will be refunded by IFTA no later than December 31st.

Use of IFTA's Copyrighted Materials and Service Marks

Use of IFTA's copyrighted and/or trademarked materials and service marks (including, but not limited to, AFM logos, trademarks, and images) by an Exhibitor or Sponsor shall be used solely in connection with its exhibition or sponsorship at AFM. Use of IFTA's copyrighted and/or trademarked materials and service marks shall be non-exclusive, non-warranty, and non-derogatory, and such use may not differ from the "official logo" provided to Exhibitor or Sponsor. Exhibitors and Sponsors may use IFTA's copyrighted and/or trademarked materials and service marks pursuant to this paragraph until June 30th following their exhibition or sponsorship at the AFM.

IFTA may, in its sole discretion, take action to prevent any misuse of IFTA's copyrighted and/or trademarked materials and service marks by any Participant, regardless of whether such use is subject to the terms of an agreement between IFTA and the Participant. "Misuse" includes, but is not limited to, use of such copyrighted and/or trademarked materials and service marks in any manner that infringes the rights of IFTA or any third

party, or is likely to cause confusion, including in any manner that disparages IFTA or AFM.

Barred Companies

Under no circumstances may an Exhibitor provide a Badge to any Person or Related Entity who (a) has been barred from attendance at the applicable AFM or (b) is employed by or (c) is a consultant to a company that has been barred from attendance at the applicable AFM. Any individual who was badged at the last AFM by a currently barred company will be presumed to still be in the employ of such barred company. An Exhibitor may provide a Badge to such an individual only on presentation of bona fide documentary evidence that such individual is no longer employed by the barred company. A list of all barred Non-Prevailing Parties, Related Entities and Persons will be available to Exhibitors at least twenty-one (21) calendar days prior to the AFM and will be updated, if necessary, as changes occur.

Any Exhibitor that provides a Badge to a Person, Non-Prevailing Party or Related Entity in violation of the AFM Market Rules may have its Badges revoked and the Exhibitor may be prohibited from attending future AFM(s).

Exhibitor acknowledges that if it is barred from the AFM pursuant to the AFM Guidelines and it has not provided the required evidence to remove the barring, Exhibitor may be denied services, including but not limited to, access to Exhibition Space, AFM screenings and Badges and all previously paid exhibition fees will be forfeited. If the barring is removed at any time prior to or during the AFM, Exhibitor shall receive all Exhibitor services which are reasonably practicable for IFTA to provide at that time while incurring no additional cost. All Exhibitor services that have expired on or before the barring is removed shall be deemed forfeited and no refunds for such services will be issued. The complete Barring Rules are posted below.

BARRING RULES

Barring from Attendance at AFM for Failure to Satisfy an IFTA Arbitration Award

This Section of the AFM Guidelines outlines IFTA's rules regarding Independent Film & Television Alliance Arbitration ("**IFTA Arbitration**TM") as it relates to participation at the annual AFM. Any reference to IFTA Arbitration or the Independent Film & Television Alliance Rules for International Arbitration ("**IFTA Arbitration Rules**") in these AFM Guidelines shall include those arbitrations conducted under the IFTA Arbitration Rules and/or American Film Marketing Association Rules and/or AFMA Rules, where the matter in controversy relates to an agreement relating to the distribution and/or financing of one or more motion picture or television program in a territory other than the home territory of the licensor. Neither IFTA nor the AFM is responsible for the outcome or decision of any such arbitration.

A company may, but is not required to, utilize the IFTA Arbitration Rules by incorporating a dispute resolution provision designating the IFTA Arbitration Rules into its license agreements. The IFTA Arbitration Rules are posted on the IFTA website at www.ifta-online.org.

IFTA's Board of Directors has established the AFM as a forum to facilitate the international licensing of motion pictures and television programs and to provide a benefit to IFTA's Members, as well as non-IFTA Members. To ensure the integrity of the AFM, IFTA has developed the following procedures for barring attendance at the AFM.

Pursuant to the Barring Rules, a Non-Prevailing Party failing to satisfy a confirmed IFTA Arbitration award, or any Related Entity thereto, may be barred from attending up to two (2) AFMs. Any Participant who conducts business on behalf of a barred company or individual may also be barred from attending up to two (2) AFMs.

1. Prevailing Party's Demand to Bar a Non-Prevailing Party:

If any Prevailing Party has obtained a Confirmed Award in an IFTA Arbitration and the Non-Prevailing Party has not fully satisfied such Confirmed Award, then the Prevailing Party may apply to IFTA to bar the Non-Prevailing Party from attending the AFM in accordance with the following:

1.1. The Prevailing Party must submit to IFTA a written demand containing all information required by the applicable provision(s) of these AFM Guidelines (the "**Demand**") requesting that the Non-Prevailing Party be barred from the AFM in accordance with the AFM Guidelines for failure to satisfy a Confirmed Award; and

1.2. A Demand may be submitted any time after a Confirmed Award has been rendered provided that no further appeal is available to any Non-Prevailing Party or Prevailing Party by a court of competent jurisdiction. IFTA will not bar the Non-Prevailing Party from the AFM unless a Demand that meets all of the requirements of Paragraph 1.3 below is received by IFTA at least seventy-five (75) calendar days prior to the start of such AFM. All Demands timely received will be processed in accordance with the AFM Guidelines in effect for the next AFM once published. Demands received earlier than one hundred twenty (120) calendar days from the start of the next AFM shall be processed in the normal course of business, in IFTA's sole discretion; and

1.3. A Demand must contain: (i) a statement, to the best of the Prevailing Party's knowledge describing the identity of the Non-Prevailing Party and the Non-Prevailing Party's current address, telephone, facsimile, email address and other contact information (note that such contact information must be for a principal at the Non-Prevailing Party, not the Non-Prevailing Party's outside counsel); (ii) a copy of the final award rendered against the Non-Prevailing Party in the IFTA Arbitration; (iii) a copy of the judicial order making the IFTA Arbitration award a Confirmed Award; (iv) a copy of the Prevailing Party's Due Notice to the Non-Prevailing Party demanding satisfaction of the Confirmed Award, including proof of transmission and receipt of such Due Notice; (v) a statement of the exact amount of and/or conditions of the Confirmed Award as of the date of the Demand; (vi) a statement from an authorized executive or officer of the Prevailing Party or its legal counsel that all of the documents and information submitted to IFTA are true and correct to the best of his or her knowledge (vii) a statement from an authorized executive or officer of the Prevailing Party or its legal counsel that, to the best of his or her knowledge, the judgment is final such that no appeal is available to any party in a court of competent jurisdiction; and (viii) the Prevailing Party must provide a courier account number to be charged for all correspondence related to the Demand. If any of the foregoing documents are not in the

English language, then a certified translation of such documents will be required to process the Demand.

2. Notice of the Demand from IFTA:

In accordance with Paragraph 1, above, IFTA or persons authorized by IFTA will evaluate the Demand for compliance with the AFM Guidelines. Subject to the deadline set forth in Paragraph 1.2 above, any defect in the Demand will cause it to be returned to the Prevailing Party for resubmission in the proper form. Upon determination that a Demand satisfies the applicable AFM Guidelines within the deadline, IFTA will provide the Non-Prevailing Party and, if applicable, any entity which the Prevailing Party claims is a Related Entity, notice of the Demand. Failure to fully satisfy the Confirmed Award may result in the Non-Prevailing Party and, if applicable any Related Entity, being barred from the AFM.

3. Barring From American Film Market:

If, within ten (10) calendar days of transmission of IFTA's notice of the Demand to the Non-Prevailing Party, IFTA has not received written evidence from the Non-Prevailing Party that it has satisfied the Confirmed Award, then IFTA will send a Notice of Barring to the Non-Prevailing Party stating that the Non-Prevailing Party may not attend the next AFM in any capacity whatsoever. Notwithstanding the Notice of Barring, upon submission at any time to IFTA of irrefutable evidence, in a form satisfactory to IFTA, that such Confirmed Award has been satisfied, IFTA will lift the barring. However, with respect to an Exhibitor, if such evidence is not submitted to IFTA, the Exhibitor may be denied services, including but not limited to, access to Exhibition Space, AFM screenings and Badges and all previously paid exhibition fees will be forfeited. If the barring is removed at any time prior to or during the AFM, Exhibitor shall receive all Exhibitor services which are reasonably practicable for IFTA to provide at that time while incurring no additional cost. All Exhibitor services that have expired on or before the barring is removed shall be deemed forfeited and no refunds for such services will be issued.

4. Renewal of Demand:

A Prevailing Party may file a second Demand to Bar a Non-Prevailing Party and/or Related Entity from attending a second AFM upon the satisfaction of the applicable conditions set forth in the Barring Rules. However, in no case may a Non-Prevailing Party or Related Entity be barred from attending more than two (2) AFMs for failure to satisfy the same Confirmed Award, nor may a Related Entity be barred if the Non-Prevailing Party is no longer barred.

5. Withdrawal of Demand:

A Prevailing Party may, at any time, withdraw its Demand in writing, even after Notice of Barring has been sent to a Non-Prevailing Party and/or Related Entity, and IFTA will lift the barring accordingly by sending the Non-Prevailing Party and/or Related Entity a notice that the Demand was withdrawn and the Demand will be treated as null and void. Notwithstanding such withdrawal, if the Non-Prevailing Party and/or Related Entity is an Exhibitor, the provisions of Paragraph 3 above will apply.

6. Indemnification of IFTA:

As a condition of IFTA sending a notice of a Demand to Bar a Non-Prevailing Party and/or Related Entity, the Prevailing Party agrees to indemnify and hold harmless IFTA and its officers, executives, representatives, employees, volunteers or any other party directly

involved in IFTA's implementation of the procedures set forth in the Barring Rules from any claims, costs, liabilities, damages, judgments or expenses (including attorneys' fees) which arise in connection with such notice and barring of the Non-Prevailing Party and/or Related Entity, including the publication of barring information. The Prevailing Party's Demand shall constitute the Prevailing Party's agreement to indemnify and hold harmless IFTA.

7. Publication:

IFTA may in its sole discretion publicize information regarding a barring and/or any decision by IFTA in connection with a Demand or IFTA Arbitration generally.

For questions regarding barring, please contact Susan Cleary, Esq. at scleary@ifta-online.org.