Exhibition Agreement

Reserved Meeting Table

AMERICAN FILM MARKET®
November 6 – 13, 2019

COMPANY INFORMATION

Company Name: _____

Legal company name.

Company Name for AFM listing: _____

This is how your company will be listed online and in print.

Address: _____

Suite/Floor: _____ City: _____

State: _____ Postal Code: _____ Country: _____

Main Telephone: _____ Company Website: _____

MAIN EXHIBITOR CONTACT: All AFM communications will be sent to this email address only. It is this person's responsibility to share AFM related information with colleagues. The individual signing the agreement does not need to match the Main Exhibitor Contact.

First Name: _____ Last Name: _____

Job Title: _____ Email: _____

Mobile: _____ Direct Telephone - if different from Mobile: _____

SPACE REQUEST

Exhibition space will be located in the Loews Hotel on the 5th Floor. A Reserved Meeting Table comes with one 30" round café table, 3 chairs and 2 dividers that can accommodate posters. One exhibitor badge is included. **One table per company may be requested.**

☐ 30" Round Café Table, 3 Chairs, 2 Dividers - US$3,800

PAYMENT

Payment Date: To participate in the priority round of table assignments, this Agreement and full payment are due by **Friday, June 28**. Agreements submitted after this date will be assigned in the order the form with full payment is received. See the **Exhibitor Payment, Cancellations and Refunds** section in the attached Terms and Conditions for more information.

Payment Types: Indicate payment type below. An invoice with payment instructions will be sent upon receipt of agreement.

☐ **Credit Card** ☐ **Check** ☐ **Bank Wire Transfer**

SIGNATURE

By signing, Company ("Exhibitor") agrees that it and its employees and other representatives will fully comply with the AFM Guidelines (posted at www.AmericanFilmMarket.com) and this Exhibition Agreement, including its ***Terms and Conditions*** which are attached and incorporated by this reference.

Print Name: _____ Job Title: _____

Signature: _____ Date: _____

SUBMIT FORM TO: AFMforms@ifta-online.org

Print Form Clear Form

10850 Wilshire Boulevard / 9th Floor, Los Angeles, California 90024 USA/ tel: 1.310.446.1000
AmericanFilmMarket.com/exhibit-options / AFMforms@ifta-online.org / fax: 1.310.446.1600

2019 Meeting Table Exhibition Agreement Terms and Conditions

These Terms and Conditions are between the Company named on the cover page of the Exhibition Agreement under Company Information, and the Independent Film & Television Alliance (IFTA), the owner of the American Film Market (AFM), and both the cover page and these terms and conditions are incorporated by this reference as the "Exhibition Agreement" or the "Agreement".

Exhibitor Registration and Exhibition Space Assignments. IFTA may allocate Exhibition Space and/or modify or change an Exhibitor's Exhibition Space and/or configuration relative to the needs of the AFM as solely determined by IFTA. 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 advocacy organizations other than those endorsed and invited by IFTA to be present for the benefit of IFTA Members. Exhibition Space is assigned on a first come, first served basis upon receipt of the Exhibition Agreement and full payment. One Reserved Meeting Table per company may be requested.

Exhibitor Services. Included with each Exhibitor registration is one Exhibitor badge, inclusion in all Exhibitor listings, and access to the password protected Exhibitor section of the AFM website. Exhibitors that submit a signed Exhibition Agreement after October 11th may not be included in printed AFM materials.

Exhibitors with Exhibition Space can receive additional services such as parking and badges which are available for additional fees. Additional services may vary depending on the type of Exhibition Space provided and at IFTA's sole discretion. All information regarding services and fees will be sent to Exhibitors in August and made available in the Exhibitor section of the AFM website.

Use of Exhibition Space. Overnight sleeping in Exhibition Space is prohibited. Violation could result in loss of access to exhibition space and badges to be revoked. 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 the AFM.

Exhibitor shall not use any scheme or device that is illegal, not within industry norms or standards, detrimental to AFM or in violation of the AFM Guidelines. AFM reserves the right to require cessation and removal of such device or activity. Exhibitor will not cause any apparatus or device that will be placed in the Exhibition Space to produce undue noise or in any way objectionably interfere with another Exhibitor or Sponsor. Laptops and mobile devices can be used for video playback however video screens and televisions are not permitted.

Table Assignments. For a company to participate in the first round of table assignments, the Exhibition Agreement and full payment must be received by Friday, June 28th. Any Exhibitor from the prior AFM that does not submit a signed Exhibition Agreement and full payment by this date will automatically lose table allocation priority. Exhibition Agreements received after Friday, June 28th will be addressed in order of receipt along with full payment and as space permits.

Table assignments will be confirmed to the email address provided in the Exhibition Agreement by Friday, July 12th. It is the company's responsibility to contact IFTA if Office assignment is not received by Monday, July 15th. Any company that rejects a table assignment must respond in writing to IFTA by Friday, July 19th. If a written response is not received, IFTA will consider the table assignment accepted.

Exhibitor Payment, Cancellations and Refunds. All fees must be paid in full prior to the AFM and no meeting table shall be considered a Reserved Meeting Table until paid in full. Exhibitors with outstanding balances may be denied table assignments or any services, including but not limited to, access to Exhibition Space, AFM screenings, and Badges. 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). Checks will not be accepted after October 18, 2019.

A returned check or credit card authorization denial may, at IFTA's sole discretion, result in a loss of Exhibition space 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 Reserved Meeting Tables must pay their exhibition space fee in full and there are no refunds for cancellations.

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. If a refund is requested and IFTA will be charged a fee by a financial institution to process the refund (i.e. credit card fees, wire fees), IFTA reserves the right to deduct such fee from Exhibitor's refund.

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.

Any monies due to Exhibitor from the AFM will be refunded by IFTA no later than December 31st.

Exhibitor Waiver of Hotel & IFTA Liability. Neither the Hotel nor IFTA will be responsible for injury to or 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.

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 Screenings in AFM Screening Facilities. 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 www.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 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 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 Exhibitor 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 Exhibitor. In addition, Exhibitor represents and warrants that it has obtained the required permissions and authorizations for all materials provided with regard to such AFM screening.

Distribution of Material in AFM Screening Facilities and Exhibition Space. Promotional materials may not be left unattended at 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).

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 including Exhibitors 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 the AFM Guidelines found at www.AmericanFilmMarket.com.

Dispute Resolution. Any dispute arising under this Agreement, or the breach thereof, shall be resolved by binding, final, exclusive and non-appealable arbitration before a single arbitrator in the forum designated below under the Commercial Arbitration Rules administered by the American Arbitration Association in effect as of the date the request for arbitration is filed. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each Party expressly waives any right to adjudicate any such dispute in any other court or forum, except that any Party may seek interim or equitable relief in accordance with such Rules. The prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs of collection from the other Party.

Miscellaneous. This Agreement shall be governed by, construed, regulated and interpreted under the laws of the State of California and the forum shall be designated Los Angeles County, California. This Agreement represents the entire agreement between AFM and Exhibitor regarding the subject matter contained herein and supersedes all other agreements between them, if any, express or implied, whether written or oral, and can only be modified by an instrument in writing, signed by both Parties. In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, such action shall not invalidate the entire Agreement. It is the express intention of the Parties that all other provisions not declared invalid or void shall remain in full force and effect. In the event that any provision of this Agreement is declared invalid or void, the Parties agree to meet promptly upon request of either Party in an attempt to reach agreement on a substitute provision. This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between AFM and Exhibitor and neither Party shall hold itself out to the contrary. This Agreement may be executed in one or more counter-parts and/or via electronic facsimile and all such counter-parts and/or facsimile copies shall be deemed one and the same and an original of this Agreement. Those provisions that by their nature should survive termination of this Agreement are deemed to survive termination. The paragraph headings used in this Agreement are for convenience only and shall have no legal effect whatsoever. Notwithstanding anything to the contrary contained in this Agreement, there are no third party beneficiaries to this Agreement.