

GENERAL INFORMATION

To participate in the first round of AFM Exhibitor Office assignments, this Agreement and Non-Refundable Exhibition Fee must be received by **Friday, May 3, 2024**. Returning Exhibitors that do not submit by this deadline will automatically lose office allocation priority and will be assigned in the order that the forms, the Non-Refundable Exhibition Fee and Deposits are received. Assignments will be confirmed via email by June 21, 2024. See this Exhibition Agreement's Terms and Conditions.

EXHIBITOR INFORMATION

Legal Company Name:

Name for online & print listings:
(If different from Legal Company Name, please describe relationship.)

Address: Suite/Floor:

State: City: Postal Code:

Country: Main Telephone: Website:

MAIN EXHIBITOR CONTACT: Each Exhibitor will have one main contact. All AFM communications will be sent to the contact listed below and it is this individual's responsibility to share AFM related information with colleagues. The individual signing the Exhibitor Agreement must have authority to sign it on behalf of the company but does not need to match the Main Exhibitor Contact. The Main Exhibitor Contact is not listed online, or in any printed materials.

First Name: Last Name:

Job Title: Email:

Mobile: Direct Telephone – if different than Mobile:

REQUESTED OFFICE ASSIGNMENT

Review the [Office Floor Plans](#) and [Exhibition Space Price List](#) for details on Office Codes, Floors, Room Numbers, and Pricing.

Indicate and rank your choices of Office Codes (e.g., R1, R2, RV, E2, ES, SS & ST), AFM Floors (e.g., 9-17), Room Numbers (e.g., 9-202 or 11-203), and Request for Other/Unique Requirements:

1 st Choice Office Code(s):	<input type="text"/>	Qty:	<input type="text"/>	1 st Choice Floor (9-17):	<input type="text"/>	1 st Choice Room Number(s):	<input type="text"/>
2 nd Choice Office Code(s):	<input type="text"/>	Qty:	<input type="text"/>	2 nd Choice Floor (9-17):	<input type="text"/>	2 nd Choice Room Number(s):	<input type="text"/>
Other/Unique Requirements:		<input type="text"/>					

PAYMENT SCHEDULE OF EXHIBITION FEE AND OFFICE COSTS

A Non-Refundable AFM Exhibition Fee of US\$3,500 ("Non-Refundable Exhibition Fee") and, if applicable, a Non-Refundable Deposit of 10% of the Total Office Cost for any AFM Office(s) of US\$20,000 or more ("Non-Refundable Deposit"), is due with this signed Exhibition Agreement, as follows:

- Offices up to US\$19,999 - US\$3,500 Non-Refundable Exhibition Fee
- Offices of US\$20,000 or more - US\$3,500 Non-Refundable Exhibition Fee + 10% of the Total Office Cost as a Non-Refundable Deposit

Fifty percent (50%) of the Total Office Cost, less the Non-Refundable Exhibition Fee and any Non-Refundable Deposit is due by Friday, July 26, 2024. If this Agreement is signed after July 26, 2024, then 100% of the Non-Refundable Exhibition Fee and fifty percent (50%) of the Total Office Cost is due with the signed Agreement (with 10% of the Total Office Costs of \$20,000 or more allocated as a Non-Refundable Deposit). Full payment for this Agreement is due by Friday, September 6, 2024. If payment is not received by September 6, 2024, the Office may be reassigned. See this Exhibition Agreement's Terms and Conditions for information on Exhibitor Payments, Cancellations & Refunds.

Payment Types: Indicate payment type below. An invoice with payment instructions will be sent to the Main Exhibitor Contact.

- Credit Card Check Bank Wire Transfer

SIGNATURE

By signing below and initialing each page of this Agreement, including the Terms and Conditions (incorporated by reference), the Company ("Exhibitor") agrees that it and its employees and other representatives will fully comply with this Agreement, the AFM Guidelines at www.AmericanFilmMarket.com, and any other Market Rules of AFM or rule of the Hotel or Theater posted or provided to Exhibitor. Please ensure your signature or initials on each Page 1- 5 of the Agreement. Partially executed Agreements will be returned for completion.

Print Name: _____ Job Title: _____

Authorized Signature: _____ Date: _____

SUBMIT FORM TO: AFMforms@ifta-online.org

Exhibitor's Initials:

2024 Exhibitor Agreement Terms and Conditions

These Terms and Conditions are between the company identified on the cover page of the Exhibition Agreement under Company Information ("Exhibitor") 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". Any reference to AFM is a reference to IFTA.

Exhibitor Registration. 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 programming, IFTA establishes positions on public policy and engages in advocacy in support thereof. To avoid confusion regarding IFTA's public policy positions, 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 at AFM for the benefit of IFTA Members.

Exhibitor Services. Included with each Exhibition Fee paid pursuant to the Exhibitor Agreement is an allotment of Badges (quantity depends on Exhibitor category and additional Badges are provided to IFTA Members), AFM signage, access to the password protected Exhibitor section of the AFM website (includes access to the list of Accredited Buyers), and inclusion in all Exhibitor listings. Exhibitors who submit a signed Exhibition Agreement after Friday, September 6, 2024, may not be included in printed AFM materials. Exhibitors with Exhibition Space may be eligible to receive additional services such as Badges, parking, video equipment, panels, furniture, etc. which are available for additional fees. Additional services may vary depending on the type of Exhibition Space and are at IFTA's sole discretion. All information regarding services and fees will be sent to Exhibitors and made available in the Exhibitor section of the AFM website. Some furniture is included with Exhibition Space. Approximate measurements of the Exhibition Space will be provided so that Exhibitors can plan custom displays, if any. Subject to the agreement of the Hotel to remove any large furniture item (which may be refused), there will be a fee assessed for large furniture items (other than the bed) to be moved.

Use of Exhibition Space. Exhibitor acknowledges that Palms Casino Resort, the venue hotel of AFM 2024 ("Hotel"), is subject to local, state and federal laws and regulations including with respect to casino gambling occurring at the Hotel, and Exhibitor agrees that it and its employees and guests will fully comply with these Laws and abide by and any Hotel policies posted or provided by the Hotel including any policies posted on its website www.palms.com. Exhibitor agrees to abide by any rules of the AFM including the AFM Guidelines or any AFM Rule (collectively, "AFM Market Rules"). Exhibitor acknowledges that parts of the Hotel are casino and bar spaces where gambling takes place and alcohol is served; no one under 21 years of age is permitted access. Exhibitor will not cause any device that will be placed in the Exhibition Space to produce undue noise or to be used in any manner that objectively interferes with another Exhibitor, Sponsor, or any Participant. Exhibitor shall not organize any type of gambling on the Hotel's property including but not limited to raffles, contests, poker or any other casino game, sports betting or "pools" or any other games of chance. Exhibitor agrees that it will not create or distribute casino like "chips" on the Hotel's property. Exhibitor shall not use any scheme or device that is illegal, not within industry norms or standards, detrimental to AFM or the Hotel, in violation of the AFM Guidelines or any rules of the Hotel or in violation of Law. Smoking is prohibited in the AFM areas and other designated areas inside the Hotel and Exhibitor agrees to abide by all posted signs. Conversely, Exhibitor acknowledges that smoking may be allowed in designated areas of the Hotel and agrees that IFTA shall have no liability in connection therewith. Exhibitors are strictly prohibited from using the Hotel's trademarks or logo in any manner except to provide the name of the Hotel as the location of its AFM Exhibitor Office. IFTA reserves the right to require immediate cessation of any activity and removal of any item in violation of the AFM Guidelines.

Violation of any AFM or Hotel Rule, Policy, or of any Law could result in loss of access to Exhibition Space or any AFM or Hotel service and revoked Badges for the current and future AFM(s). 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. If a violation of any AFM Rule or Hotel policy occurs, Exhibitor agrees to pay all amounts necessary to return the room or Hotel to its original condition including but not limited to any cleaning fees or replacement of any furniture or device provided by the Hotel or IFTA.

Office Assignments. First round Office assignments will be confirmed to the email address for the Main Exhibitor Contact by Friday, June 14, 2024. It is the Exhibitor's responsibility to contact IFTA if an Office assignment is not received by Monday, June 17, 2024. Any Exhibitor that rejects an Office assignment must respond in writing to IFTA by Friday, July 8, 2024. The second round of Office Assignment begins on Tuesday, July 9, 2024, and offices will be assigned on a rolling basis thereafter. Rejection of any Office Assignment shall be no later than five (5) business days after notification by IFTA of your office assignment. All Exhibitors must cancel in writing by Friday, July 26, 2024, to receive a full Refund less the Non-Refundable Exhibition Fee and Non-Refundable Deposit, if any. If a written response is not received by the applicable deadline, IFTA will consider the Office assignment accepted.

Deposits. All Deposits in the amount of 10% of the Total Office Costs of \$20,000 or more are Non-Refundable.

Exhibition Fee. The Exhibition Fee is Non-Refundable. The Exhibition Fee for an Exhibitor with Office is US\$3,500 and includes either: three (3) Exhibitor Badges for non-IFTA members; four (4) Exhibitor Badges for IFTA Affiliate Members (with an option to convert one Exhibitor Badge to a Buyer Badge); or six (6) Exhibitor Badges for IFTA Voting Members (with options to convert two (2) Exhibitor Badges into Visitor Badges at no cost and to convert one (1) Exhibitor Badge to a Buyer Badge). For other Exhibitors, Exhibitor Visitor Badges cannot be requested as part of the included allotment, but up to two Visitor Badges are available for purchase. IFTA Voting Members with a Meeting Table have the option to convert one Exhibitor Badge to a Visitor Badge. For Office Sharing, both Exhibitors must pay the Exhibition Fee and each will receive the applicable Badge allocation. For example, if 2 IFTA Voting Members Share an Office and each pays the Exhibition Fee, a total of 12 badges will be provided.

Exhibitor's Initials:

Exhibitor Sharing Office. Two companies may share a one room Office provided that the Primary Exhibitor is responsible to pay all AFM fees (except the US\$3,500 Exhibition Fee, which is a Non-Refundable Deposit also to be paid by the Secondary "sharing" Exhibitor) and shall act as the Primary Exhibitor Contact. Office sharing is limited to two companies per Office. For clarity, the Primary Exhibitor assigned Office space is responsible for the full office payment. The Secondary Exhibitor Sharing Office shall submit an Exhibition Agreement designating its main contact along with a separate Exhibition Fee of US\$3,500. Once the Exhibitor with Office submits to IFTA written approval of its agreement to share, and the Exhibitor Sharing Office has submitted an Exhibition Agreement and Exhibition Fee, the Primary Exhibitor with Office cannot terminate such agreement to share the Office. If an Office is shared without prior written approval, IFTA may, at its sole discretion, close the Office and revoke all Badges allocated to all companies associated with the Office. In such case, each company will forfeit all prior Deposits or other payments relating to its exhibition at AFM.

Subsidiaries. An IFTA Member registered as an Exhibitor with Office may list one additional 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 not receive additional benefits (e.g., no complimentary Badges). If an Exhibitor with Office does not own 100% of the company seeking to share its Office, then the Exhibitor Sharing Office guidelines shall apply.

Umbrella Program. Subject to IFTA's advance written approval, and meeting certain insurance requirements and criteria, an organization (government and/or industry supported) may share designated "umbrella" Exhibition Space with Exhibitors from the country or region represented by the organization.

Exhibitor Badge Eligibility and Restrictions. IFTA Exhibitors may provide or convert its Badges as noted above in this Agreement. All Exhibitors must notify each Badge recipient that by participating in AFM, they are a Participant of the AFM and agree to be bound by the terms of this Agreement, the AFM Guidelines or Rules, and the rules and policies of the Hotel and Theater. Exhibitors may not provide a Badge to a Buyer associated with another company. In such instances, all the Exhibitor's Badges may be revoked, and the Exhibitor may be prohibited from attending the current and future AFM(s).

Exhibitor Payment of AFM Fees. All AFM Exhibition, Office, AFM Screening, and any other AFM fees ("AFM Fees") must be paid in full by the stated deadlines and prior to the opening of the current AFM. Exhibitors with outstanding AFM Fees may be denied services, including but not limited to, access to AFM Exhibition Space, AFM Screenings, and AFM Badges. All AFM Fees are specified in U.S. Dollars and 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 Friday, October 18, 2024.** A returned check or credit card authorization denial may, at IFTA's sole discretion, result in a loss of Office allocation priority or the ability to exhibit at AFM. In such instances, IFTA may require payment by cashier's check. A US\$100 charge will be assessed for any returned check.

If any AFM Fees or Deposits are paid by a third-party or charged to a third-party account, it is understood and agreed that the Exhibitor remains responsible for payment of all 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 Guidelines. 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 to recover payment. IFTA may institute collection procedures against the Exhibitor and/or the third-party for non-payment. IFTA may also prohibit any AFM Participant from future AFM(s) for failure to pay an invoice.

Cancellations and Refunds. Exhibition Fees are not Refundable. An Exhibitor with an Office that cancels in writing to IFTA by Friday, July 26, 2024, will receive a full refund of the paid Office Cost less the Non-Refundable Deposit of 10% of Total Office Costs, if applicable. An Exhibitor must cancel in writing to IFTA by Friday, September 6, 2024, in order to receive a 50% Refund of paid Total Office Costs less the Non-Refundable Deposit of 10%, if any. There are no refunds for cancellation requests received by IFTA after Friday, September 6, 2024. 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 the Exhibitor's refund. IFTA will not refund or reallocate any fees paid by Exhibitor, resell Exhibition Space, or otherwise compensate any Exhibitor for any Non-Refundable Deposits or AFM Fees if Exhibitor is in material breach of the Exhibition Agreement for non-payment or otherwise and Exhibitor may be required to pay the full payment per the applicable Exhibition Agreement. Any monies due to Exhibitor from the AFM will be refunded by IFTA no later than December 31, 2024.

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, and the Hotel, a Certificate of Insurance for the period Sunday, November 3, 2024, through and including Monday, November 11, 2024, 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 IFTA's designated insurance broker, the cost of which to be billed to Exhibitor. 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 current AFM, Exhibitor agrees to the purchase of this insurance coverage through IFTA'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 exposure to communicable diseases, 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

Exhibitor's Initials:

business for failure to provide Exhibition Space, vehicles, or any other reason whatsoever; or for failure to hold the AFM, 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 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 the Brenden Theatres, the AFM 2024 screening facility ("Theater"), agree to be bound by the AFM Guidelines and the Privacy Policy (at www.AmericanFilmMarket.com), and the Terms of Use on The Film Catalogue (at www.TheFilmCatalogue.com) and any rules of the AFM Theater. IFTA is not responsible for the performance, or failure to perform, any 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/digital file, errors uploading or using 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. 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 regarding 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 more than 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, or the content of the Motion Picture provided by Exhibitor. In addition, Exhibitor represents and warrants that it has obtained the required copyright owner's authorization to screen at AFM including but not limited to all necessary clearances, permissions and authorizations for all materials and the content of the Motion Picture provided to IFTA with regard to such AFM Screening.

Distribution of Material in AFM Theater, Hotel and Exhibition Space. Promotional materials may not be left unattended at AFM Theater, Hotel or any area inside the AFM public areas including bathrooms or lounges. Promotional materials may be distributed inside the AFM Theater during an Exhibitor's screening only. Unless provided for in an Exhibition or other AFM Agreement, 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 Guidelines will be removed and discarded by AFM security and the costs of such removal may be charged to the Exhibitor.

No Filming or Photography Without Authorization. The Hotel prohibits all commercial filming and photography without authorization. The Hotel prohibits non-commercial filming and photography outside the AFM premises without authorization. Please contact Jennifer Garnick in the AFM Press Office for information regarding filming or photography in the Hotel or the Theater at jgarnick@ifta-online.org for more information. The use of drones for any reason is strictly prohibited.

No Unapproved Use of IFTA's Trademarks. No Participant may use IFTA Trademarks without written permission from IFTA. IFTA Trademarks include American Film Market, AFM, The Film Catalogue, LocationExpo, IFTA, Independent Film & Television Alliance, or any other IFTA trademarked, copyrighted, or otherwise proprietary materials. No Participant may use the trademarks, copyrights, nor proprietary materials of AFM vendors including but not limited to Hotel and Theater.

Complimentary Self-parking is available at the Hotel at Exhibitor's sole risk and IFTA shall have no liability whatsoever.

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 for the current AFM and may be prohibited from attending future AFMs.

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 to strikes, work stoppage, war or military activities, civil disorders, criminal conduct of others, weather, fire, flood, earthquakes, health outbreak, "acts of God", act or order of any government, or any other events beyond IFTA's reasonable 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 agree to all AFM Market Rules including but not limited to the AFM Guidelines, the Event Conduct Policy and the IFTA Privacy Policy and 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. All Participants

Exhibitor's Initials:

also agree to abide by all posted or noticed rules or regulations of the Hotel or Theater including information posted at www.Palms.com and shall indemnify IFTA for all damages to it or the AFM. Exhibitor acknowledges that the Hotel or Theater may have certain privileged licenses under Nevada or U.S. Laws and agrees to comply with all state and federal laws while participating in AFM.

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 Streamlined Arbitration Rules and Procedures administered by JAMS 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 and venue shall be designated and located within Los Angeles County, California. This Agreement represents the entire agreement between IFTA and Exhibitor regarding the subject matter contained herein and supersedes all other oral 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. If 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. If any provision of this Agreement is declared invalid or void, the Parties agree to meet promptly upon request of either Party 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 IFTA (including AFM) and Exhibitor and neither Party shall hold itself out to the contrary. This Agreement may be executed in one or more counterparts and/or via electronic facsimile and all such counterparts 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.