

Subsidiary Company Contract



NEW THIS YEAR!

- MidemNet Access is included in MIDEM registration.
- MIDEM+ upgrade: Boost your network! Take your networking to a new level with MIDEM's latest offer. Benefit from 5 days of serious networking opportunities, including lunch and cocktail events, and one to one meetings with industry experts. Limited capacity
- MIDEM Networking Lunch on Tuesday 26 January 2010. Limited capacity.

This contract includes:

- Delegate(s) registration fee for MIDEM exhibition & conferences and MidemNet • Hotel reservation request • Company and delegate(s) listing in the MIDEM Guide and MidemWorld – the MIDEM community online (DEADLINE IS 21 DECEMBER 2009) • Access to MidemWorld, until September 2010 • A detailed company profile page on MidemWorld for you to complete.
- Badge preparation. Your badge will be issued only upon presentation of official I.D.

The contract should be completed in CAPITAL LETTERS and returned to your local representative as soon as possible. (See address on page 6.)

1 Your Company – For MIDEM Guide and MidemWorld Listing

Company Name _____

Address _____
(inc. Street, House/Box Number) _____

City _____ Zip Code/Postcode _____

State _____ Country _____

Telephone _____
country code city code telephone number

Fax _____
country code city code fax number

Website <http://> _____

2 Billing address (complete only if different from above)

Legal Company Name _____

For the attention of _____

Email address _____

Address _____
(inc. Street, House/Box Number) _____

City _____ Zip Code/Postcode _____

State _____ Country _____

Telephone _____
country code city code telephone number

Fax _____
country code city code fax number

3 Contact Point

What is the name of the stand you will be sharing? _____

Country _____

4 MIDEM Guide and MidemWorld Listing

Your Primary Activity. From the list below, please indicate which N° corresponds to your company's primary activity (one N° only)

Give details of your Company's Activities. Tick appropriate box(es)

RECORD	BUSINESS SERVICES	MUSIC & IMAGES
1 <input type="checkbox"/> Record Company / Label	12 <input type="checkbox"/> Law Firm	36 <input type="checkbox"/> TV Programme Buyer
2 <input type="checkbox"/> Production	13 <input type="checkbox"/> Consulting Agency	37 <input type="checkbox"/> DVD, Film & TV Programme production
3 <input type="checkbox"/> Licensing	14 <input type="checkbox"/> PR Agency	38 <input type="checkbox"/> Music Supervisor
4 <input type="checkbox"/> Recording Studio	15 <input type="checkbox"/> Finance/Banker	39 <input type="checkbox"/> Soundtrack Production
PUBLISHING	16 <input type="checkbox"/> Merchandising	40 <input type="checkbox"/> Video Game Production
5 <input type="checkbox"/> Music Publisher	ARTIST	LIVE
DISTRIBUTION / RETAIL & PRESSING	17 <input type="checkbox"/> Managers	41 <input type="checkbox"/> Venue / opera
6 <input type="checkbox"/> CD/DVD Replication & Packaging	18 <input type="checkbox"/> Agents	42 <input type="checkbox"/> Festival, Concert Organiser
7 <input type="checkbox"/> Wholesaler	19 <input type="checkbox"/> Performing Artist	43 <input type="checkbox"/> Promoter / Talent Buyer
8 <input type="checkbox"/> Importer	20 <input type="checkbox"/> Author/Composer	44 <input type="checkbox"/> Booking Agency
9 <input type="checkbox"/> Exporter	21 <input type="checkbox"/> Orchestra	45 <input type="checkbox"/> Live Services (Light, Sound & Stage)
10 <input type="checkbox"/> Retailer/Record Shop	ORGANISATION	BRANDS & ADVERTISING
11 <input type="checkbox"/> CD/DVD Distribution	22 <input type="checkbox"/> Collecting Society	46 <input type="checkbox"/> Brands
	23 <input type="checkbox"/> Other Trade body	47 <input type="checkbox"/> Advertising Agencies
	24 <input type="checkbox"/> Colleges / universities	
	DIGITAL & MOBILE	
	25 <input type="checkbox"/> Application / Software developer	
	26 <input type="checkbox"/> Technology Provider	
	27 <input type="checkbox"/> Content Aggregator	
	28 <input type="checkbox"/> Music Services (streaming & download)	
	29 <input type="checkbox"/> Social Media	
	30 <input type="checkbox"/> Hardware Manufacturers	
	31 <input type="checkbox"/> Network Operators / ISP	
	MEDIA	
	32 <input type="checkbox"/> Print	
	33 <input type="checkbox"/> Online (blogs...)	
	34 <input type="checkbox"/> Radio	
	35 <input type="checkbox"/> TV	

Your Primary Musical Genre. If applicable, please indicate from the list below which N° corresponds to your company's primary musical genre (one N° only)

Give details of your Musical Genre. Tick appropriate box(es)

All musical genres **OR**

1 <input type="checkbox"/> Classical	4 <input type="checkbox"/> Electronic	7 <input type="checkbox"/> Kids	10 <input type="checkbox"/> Pop	13 <input type="checkbox"/> Reggae	16 <input type="checkbox"/> World
2 <input type="checkbox"/> Country/Folk	5 <input type="checkbox"/> Hard Rock	8 <input type="checkbox"/> Latin	11 <input type="checkbox"/> Rhythm & Blues	14 <input type="checkbox"/> Rock	17 <input type="checkbox"/> Soundtracks
3 <input type="checkbox"/> Dance	6 <input type="checkbox"/> Jazz/Blues	9 <input type="checkbox"/> New Age	12 <input type="checkbox"/> Rap/Hip Hop/Urban	15 <input type="checkbox"/> Traditional/Ethnic	

*Obligatory field for MidemWorld matchmaking



5 List of Participants for MIDEM Guide & MidemWorld Listing

MidemWorld is the online network of MIDEM 2010 participants. It allows you to:

- search for companies, participants and products presented at MIDEM 2010
- contact and be contacted by other participants, either directly or using an internal email service
- automatically receive contact recommendations matching your interests
- showcase your services & catalogues, notably by uploading music files, photos and company/product information

Access is individual and will be sent to you at the individual email address you give below.

HOTEL BOOKINGS & MIDEMWORLD ACCESS

Once your registration for MIDEM 2010 is confirmed, each participant listed on this contract will receive instructions by email on how to book hotel accommodations and access MidemWorld.

Please ensure that an email address is provided for each participant – without an email address, they will not receive key login information for the online hotel booking system or MidemWorld online community.

Accommodation Contact

Please indicate the contact in charge of accommodation for your company if you wish to benefit from our hotel department services. This person may not be a MIDEM attendee.

Name: First Name:
 Email@: Tel: Fax:

Participant 1: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms SURNAME _____ First Name _____ Job Title _____ Email _____ INDIVIDUAL EMAIL ADDRESS IS REQUIRED*. <input type="checkbox"/> Do not show my personal email address in MidemWorld <small>*Information not listed in the Guide</small>	Are you a Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both <input type="checkbox"/> IF YOUR PRIMARY BUSINESS FUNCTIONS are in one of the following areas, please tick (one box only): <input type="checkbox"/> Brands / Advertising <input type="checkbox"/> Live <input type="checkbox"/> Record <input type="checkbox"/> Finance <input type="checkbox"/> Digital / Mobile <input type="checkbox"/> Music & Images (SYNC) <input type="checkbox"/> Artist <input type="checkbox"/> Legal <input type="checkbox"/> Physical Distribution <input type="checkbox"/> Publishing <input type="checkbox"/> Management
MIDEM+ See participation fee on page 5. <input type="checkbox"/> Will attend MIDEM+ (Saturday, 23 - Wednesday, 27 January 2010)	Accommodation <input type="checkbox"/> Yes <input type="checkbox"/> No Please refer to the hotel booking Instructions document and complete following sections if you require a hotel. (N.B. HOTEL CHOICE IS SUBJECT TO AVAILABILITY AND IS NOT CONTRACTUAL.) Preferred hotel category _____ Hotel preference 1 _____ Hotel preference 2 _____ Arrival Date __ __ 0, 1 2, 0, 1, 0 Departure Date __ __ 0, 1 2, 0, 1, 0 Room <input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Twin <input type="checkbox"/> Suite Do you intend to rent a car during MIDEM? <input type="checkbox"/> Yes <input type="checkbox"/> No
MIDEM Networking lunch See participation fee on page 5. <input type="checkbox"/> Will attend MIDEM Networking lunch (Tuesday 26 January 2010)	

Participant 2: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms SURNAME _____ First Name _____ Job Title _____ Email _____ INDIVIDUAL EMAIL ADDRESS IS REQUIRED*. <input type="checkbox"/> Do not show my personal email address in MidemWorld <small>*Information not listed in the Guide</small>	Are you a Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both <input type="checkbox"/> IF YOUR PRIMARY BUSINESS FUNCTIONS are in one of the following areas, please tick (one box only): <input type="checkbox"/> Brands / Advertising <input type="checkbox"/> Live <input type="checkbox"/> Record <input type="checkbox"/> Finance <input type="checkbox"/> Digital / Mobile <input type="checkbox"/> Music & Images (SYNC) <input type="checkbox"/> Artist <input type="checkbox"/> Legal <input type="checkbox"/> Physical Distribution <input type="checkbox"/> Publishing <input type="checkbox"/> Management
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MIDEM Networking lunch See participation fee on page 5. <input type="checkbox"/> Will attend MIDEM Networking lunch (Tuesday 26 January 2010)	



Participant 3: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms	
SURNAME _____	
First Name _____	
Job Title _____	
Email _____	
INDIVIDUAL EMAIL ADDRESS IS REQUIRED*. <input type="checkbox"/> Do not show my personal email address in MidemWorld <small>*Information not listed in the Guide</small>	Are you a Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both <input type="checkbox"/> IF YOUR PRIMARY BUSINESS FUNCTIONS are in one of the following areas, please tick (one box only): <input type="checkbox"/> Brands / Advertising <input type="checkbox"/> Live <input type="checkbox"/> Record <input type="checkbox"/> Finance <input type="checkbox"/> Digital / Mobile <input type="checkbox"/> Music & Images (SYNC) <input type="checkbox"/> Artist Management <input type="checkbox"/> Legal <input type="checkbox"/> Physical Distribution <input type="checkbox"/> Publishing
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MIDEM Networking lunch See participation fee on page 5. <input type="checkbox"/> Will attend MIDEM Networking lunch (Tuesday 26 January 2010)	

Participant 4: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms	
SURNAME _____	
First Name _____	
Job Title _____	
Email _____	
INDIVIDUAL EMAIL ADDRESS IS REQUIRED*. <input type="checkbox"/> Do not show my personal email address in MidemWorld <small>*Information not listed in the Guide</small>	Are you a Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both <input type="checkbox"/> IF YOUR PRIMARY BUSINESS FUNCTIONS are in one of the following areas, please tick (one box only): <input type="checkbox"/> Brands / Advertising <input type="checkbox"/> Live <input type="checkbox"/> Record <input type="checkbox"/> Finance <input type="checkbox"/> Digital / Mobile <input type="checkbox"/> Music & Images (SYNC) <input type="checkbox"/> Artist Management <input type="checkbox"/> Legal <input type="checkbox"/> Physical Distribution <input type="checkbox"/> Publishing
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MIDEM Networking lunch See participation fee on page 5. <input type="checkbox"/> Will attend MIDEM Networking lunch (Tuesday 26 January 2010)	



<p>Participant 5: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms</p> <p>SURNAME _____</p> <p>First Name _____</p> <p>Job Title _____</p> <p>Email _____</p> <p><small>INDIVIDUAL EMAIL ADDRESS IS REQUIRED*. <input type="checkbox"/> Do not show my personal email address in MidemWorld <small>*Information not listed in the Guide</small></small></p>	<p>Are you a Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both <input type="checkbox"/></p> <p>IF YOUR PRIMARY BUSINESS FUNCTIONS are in one of the following areas, please tick (one box only):</p> <p><input type="checkbox"/> Brands / Advertising <input type="checkbox"/> Live <input type="checkbox"/> Record <input type="checkbox"/> Finance <input type="checkbox"/> Digital / Mobile <input type="checkbox"/> Music & Images (SYNC) <input type="checkbox"/> Artist <input type="checkbox"/> Legal Management <input type="checkbox"/> Physical Distribution <input type="checkbox"/> Publishing</p>
<p>MIDEM+ See participation fee on page 5.</p> <p><input type="checkbox"/> Will attend MIDEM+ (Saturday, 23 - Wednesday, 27 January 2010)</p>	<p>Accommodation <input type="checkbox"/> Yes <input type="checkbox"/> No Please refer to the hotel booking Instructions document and complete following sections if you require a hotel. (N.B. HOTEL CHOICE IS SUBJECT TO AVAILABILITY AND IS NOT CONTRACTUAL.)</p> <p>Preferred hotel category _____</p> <p>Hotel preference 1 _____</p> <p>Hotel preference 2 _____</p>
<p>MIDEM Networking lunch See participation fee on page 5.</p> <p><input type="checkbox"/> Will attend MIDEM Networking lunch (Tuesday 26 January 2010)</p>	<p>Arrival Date ____ ____ 0, 1 2, 0, 1, 0 </p> <p>Departure Date ____ ____ 0, 1 2, 0, 1, 0 </p> <p>Room <input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Twin <input type="checkbox"/> Suite</p> <p>Do you intend to rent a car during MIDEM? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

<p>Participant 6: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms</p> <p>SURNAME _____</p> <p>First Name _____</p> <p>Job Title _____</p> <p>Email _____</p> <p><small>INDIVIDUAL EMAIL ADDRESS IS REQUIRED*. <input type="checkbox"/> Do not show my personal email address in MidemWorld <small>*Information not listed in the Guide</small></small></p>	<p>Are you a Buyer <input type="checkbox"/> Seller <input type="checkbox"/> Both <input type="checkbox"/></p> <p>IF YOUR PRIMARY BUSINESS FUNCTIONS are in one of the following areas, please tick (one box only):</p> <p><input type="checkbox"/> Brands / Advertising <input type="checkbox"/> Live <input type="checkbox"/> Record <input type="checkbox"/> Finance <input type="checkbox"/> Digital / Mobile <input type="checkbox"/> Music & Images (SYNC) <input type="checkbox"/> Artist <input type="checkbox"/> Legal Management <input type="checkbox"/> Physical Distribution <input type="checkbox"/> Publishing</p>
<p>MIDEM+ See participation fee on page 5.</p> <p><input type="checkbox"/> Will attend MIDEM+ (Saturday, 23 - Wednesday, 27 January 2010)</p>	<p>Accommodation <input type="checkbox"/> Yes <input type="checkbox"/> No Please refer to the hotel booking Instructions document and complete following sections if you require a hotel. (N.B. HOTEL CHOICE IS SUBJECT TO AVAILABILITY AND IS NOT CONTRACTUAL.)</p> <p>Preferred hotel category _____</p> <p>Hotel preference 1 _____</p> <p>Hotel preference 2 _____</p>
<p>MIDEM Networking lunch See participation fee on page 5.</p> <p><input type="checkbox"/> Will attend MIDEM Networking lunch (Tuesday 26 January 2010)</p>	<p>Arrival Date ____ ____ 0, 1 2, 0, 1, 0 </p> <p>Departure Date ____ ____ 0, 1 2, 0, 1, 0 </p> <p>Room <input type="checkbox"/> Single <input type="checkbox"/> Double <input type="checkbox"/> Twin <input type="checkbox"/> Suite</p> <p>Do you intend to rent a car during MIDEM? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>



6 MIDEM Registration (MidemNet access included)

	Net price	Price inc. 19.6% of tax per person	N° of participants	TOTAL inc. of Tax
until 15 December 2009	€410	€490.36	<input type="text"/>	€ <input type="text"/>
As of 16 December 2009	€605	€723.58	<input type="text"/>	€ <input type="text"/>

7 MIDEM+ Upgrade Registration

MIDEM+ is only accessible to MIDEM participants, according to availability.

	Net price	Price inc. 19.6% of tax per person	N° of participants	TOTAL inc. of Tax
until 31 October 2009	€300	€358.80	<input type="text"/>	€ <input type="text"/>
As of 1 November 2009	€400	€478.40	<input type="text"/>	€ <input type="text"/>

* MidemNet Forum is only accessible to Midem participants and requires a separate registration.

8 MIDEM Networking Lunch Registration

MIDEM networking lunch is only accessible to MIDEM participants, according to availability.

	Net price	Price inc. 19.6% of tax per person	N° of participants	TOTAL inc. of Tax
Access to MIDEM Networking Lunch	€50	€59.80	<input type="text"/>	€ <input type="text"/>

REGISTRATION FEE - TOTAL 6 + 7 + 8 inclusive of tax €

Attention: From 16 January 2010, any changes and / new registration will be invoiced at €723.58 (incl. 19.6% VAT)

Registration clause

The participant will be authorised to register only full time employees of his/her company. Supporting documents may be required to this effect with the signature of participant's legal representative. Only the names of individuals registered by the participant, and for whom a registration application (see Exhibitor Registration Form) has been received by the Organiser before or on 21 December 2009, will be allowed to appear in the exhibition Guide. In any case where the participant is found to have registered any person not complying with this condition, the participant will be required to pay a membership fee of €1,025 (+19.6% VAT) for each of those concerned. Failure to comply will render the participant liable for the penalties specified in Article 11, clause 2 of the Rules related to MIDEM, which are printed hereafter.

The participant can only register as a subsidiary if its capital is owned by another company registered with MIDEM as an exhibitor and if the former is registered on the stand of the latter. Justificatory documents may be required. Failure to comply will make the participant subject to the sanctions set forth in Article 11 of the Rules related to MIDEM, which are printed hereafter.

9 Terms of Payment

This participation contract must in all cases be accompanied by payment. As stated in Article 2 of the Rules related to MIDEM, in the absence of corresponding payment, the signatory company shall still owe the sum indicated.

Additionally, no hotel request can be dealt with, nor guide or MidemWorld listing processed until full payment is received.

10 DECLARATION OF AGREEMENT

The undersigned acknowledges that he/she has read the Rules related to MIDEM, an extract of which is printed hereafter, and undertakes to comply with these Rules. He/she confirms that he/she has duly informed the appropriate employees of his/her company that their personal data is processed by computer and that he/she has informed them of the terms of Article 10 of the Rules and of their rights in connection therein. Furthermore, in view of the professional nature of the market, he/she undertakes on his/her honour not to engage in any act of counterfeiting or piracy. Therefore, he/she hereby guarantees Reed MIDEM against any action based on Reed MIDEM's use of said data as permitted by Article 10 of the Rules. Finally, the undersigned represents and warrants that he/she is duly authorised by his/her company to bind it by the Rules hereof and agrees that he/she is personally bound and liable pursuant to the Rules hereof in the event such authority to bind his/her company does not actually exist.

Signature (Compulsory)

X	Date
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Stamp (Compulsory)

X

THIS CONTRACT IS FINAL AND BINDING FOR THE SIGNED AMOUNT

Rules – Extract (the complete version of the Rules applicable to this contract can be found on www.midem.com)

I - INTRODUCTION AND SPECIFIC PROVISIONS

The purpose of MIDEM (hereafter the "Event") is to bring together professionals in the Music business, particularly, Publishers, Producers and Distributors of audio and video products and, more generally, any natural or legal person whose operations are directly related to the music field, provided these do not prejudice the organisation's activities in any way whatsoever. Reed MIDEM, a French simplified joint stock company (société par actions simplifiée) with capital of EUR 310,000, having its registered office at 9-13 rue du Colonel Pierre Avia, 75015 Paris, France, registered with the Paris Trade and Companies Registry under the number B 662 003 557, is the Organiser (the "Organiser") of this Event.

In view of the need to protect all the participants in MIDEM against piracy, each participant will expressly refrain from offering or proposing, in any form whatsoever, in particular by means of just catalogues and/or brochures, exploitation of products or rights in breach of the provisions of the CODE DE LA PROPRIÉTÉ INTELLECTUELLE [FRENCH INTELLECTUAL PROPERTY CODE] governing copyright and similar rights.

Furthermore, and to ensure that MIDEM is completely transparent, the participant undertakes to forward at the Organiser's first request all the catalogues and/or brochures or media relating to the products and rights he/she/it is offering or proposing.

Failure to comply with the undertakings so made by the participant will lead, automatically and without notice, to the following penalties against him/her/it:

- In the case of a breach of the provisions of the CODE DE LA PROPRIÉTÉ INTELLECTUELLE governing copyright and similar rights, which is duly established and constitutes a clear infringement – his/her/its immediate exclusion from MIDEM, and/or a ban on his/her/its participation in such for two full consecutive years, and without reimbursement of the amount of his/her/its participation or of any sum paid by him/her/it, which will remain vested in the Organiser.

- In the case of refusal to forward the above-mentioned documents or media, and in the case that such forwarding is deliberately incomplete – a ban on his/her/its participation in MIDEM for two full consecutive years; with the Organiser reserving the right to check anywhere within the confines of MIDEM that the participant concerned has indeed forwarded to it all the documents and media in question.

II - GENERAL PROVISIONS

The participant in the Event, whether as exhibitor, exhibitor's staff, participant, speaker, guest, etc. (the "Participant") formally undertakes to comply with these RULES and to comply in all respects with the applicable regulations in the scope of its participation to the Event. It undertakes furthermore to take note of and to accept without reservation the instructions laid down by the Management of the PALAIS DES FESTIVALS ET DES CONGRES DE CANNES, (hereinafter "Palais des Festivals") particularly as regards health and safety regulations, these latter documents being communicated to it, in particular, in the "Technical Manual" relating to the Event. Access to the premises is prohibited for children under the age of 16 years old. Access could be refused or withdrawn to any person, who is not correctly and appropriately dressed, and, more generally, whose dress or behaviour could interfere (inside the Palais des Festivals and its outskirts, as well as inside any exhibition area as determined by the Organiser) with the image of the Event, its serenity or decorum.

More generally, each Participant hereby guarantees that its offer of products and / or services does not contravene public order and the applicable regulations. Notably, each Participant acknowledges that it is strictly forbidden to exhibit products and/or services that are illicit or result from illicit activities and that it is also strictly forbidden to non authorised parties to propose products and/or services which result from regulated activities. In this respect, in case of infringement of the applicable regulations, Participants may face legal proceedings, without prejudice to any measures that the Organiser reserves to take in order to put an end to the trouble.

1 - Organiser's obligations and rights

The Organiser undertakes to ensure that the Event is properly conducted in CANNES (FRANCE) on the dates indicated in this contract, and every day from 9.30 am to 7.00 pm.

The dates may however be changed by the Organiser, in addition to an unforeseen circumstance or force majeure, without the participant being able to object to this or to claim any compensation, if it was in the interest itself of the Event, in view of its purpose and its international character, that such a change should take place, with the Organiser being responsible for notifying the Participant of such in writing as soon as possible in the light of the circumstances.

In the case of non-availability of the premises planned for running the Event in CANNES, FRANCE, for reasons outside the Organiser's control (such as administrative measures, unilateral decisions of the CANNES Town Hall ["Mairie"], etc.) or in the case of force majeure, the Organiser, after notifying the Participant of such and without the other conditions of its undertaking of participation being changed, in particular as regards the amount of such, may organise the said Event in another town or city or another country, if needed, that is able to accommodate such an Event of an international character, provided premises could be made available to it of the same standing and conditions of accommodation.

Failing this, the Organiser may cancel the Event outright after notifying the Participant of such; in this case, the participation contract with or without letting of stands will be terminated as of right. The sums still available from the amount of the participations, after paying all the expenses incurred by the Organiser, will be divided among the Participants pro rata to the sums paid by them, without them being able to bring any proceedings on any count and for any reason whatsoever against the Organiser, which each Participant expressly agrees to, this being an essential and determinant condition of its adhesion to this participation contract with or without letting of stand.

THE ORGANISER IS EXEMPT FROM ANY LIABILITY FOR ANY OR LOSS, DAMAGE, INJURY, COSTS AND EXPENSES GENERALLY (INCLUDING INTERFERENCE WITH POSSESSION OR QUIET ENJOYMENT AND ANY COMMERCIAL HARM OR LOSS) THAT MIGHT BE SUFFERED BY THE PARTICIPANTS FOR ANY REASON WHATSOEVER, AND IN PARTICULAR FOR DELAY IN OPENING, PREMATURE SHUTDOWN OF THE EVENT, CLOSURE OR DESTRUCTION OF STANDS, FIRE AND ANY ACCIDENT, ETC. The Organiser reserves the right to ban or to limit sales involving immediate delivery on the spot to the purchaser.

2 - Participant's rights and obligations

2.1 - Registration of Participant's employees

The Participant may accredit only its full-time salaried staff in a same country, it being specified that a supporting document may be required by the Organiser on the date of signature of the participation contract. In the case where the Participant has accredited a person who does not meet the aforesaid conditions, it will be obliged to pay a company registration fee as prescribed in the participation contract.

2.2 - Participant's obligations

This participation contract is final and irrevocable. In the case of withdrawal at any time whatsoever and for any reason whatsoever, except in the case of force majeure, the signatory to this participation contract will remain liable for the full amount of its participation and for any invoice relating thereto; in the case of force majeure, however, all payments it will have made and received by the Organiser will be returned to the Participant.

The amount of the participation must be paid in accordance with the terms specified in the paragraph "PAYMENT TERMS" of the participation contract; it being provided that the amount of such participation will be the subject of a billing for various expenses that are chargeable to the participant (telephone, technical services, etc.), which must be paid subject to the same above-mentioned conditions. Such expenses will be invoiced at the end of the Event.

As stated in article L. 441-6 of the French Commercial Code, in case of delay in payment, the Participant is liable of the penalties of delay, equivalent to 3 times the legal interest rate, as of the first day following the fixed date of payment, stated in the Participation contract and in the invoice. Such provision shall not be considered as a grant of delays in payment.

5 - health and safety regulations - order and policing

The Participant is obliged to take note of and to comply with the health and safety regulations measures laid down by the Public Authorities or by the management of the Palais des Festivals, or that may be adopted by the Organiser. (...)

The Participant is likewise obliged scrupulously to comply with the internal order measures inside the Event or any policing measures prescribed not only by the Organiser, but also by any competent authority.

6 - advertising - distribution of documents or items or objects of any kind

6.1 - advertising

Any form of advertising other than that using the media made available to the participant by the

Organiser, and for which the fees for insertion or display have been paid beforehand in accordance with the rates in force, is strictly forbidden. Any authorised advertorial-type advertising within the Event venue must carry the banner "PUBLICITÉ" [ADVERTISEMENT]. For example, the use of self-adhesive advertisements or advertising materials not specifically authorised by the Organiser is strictly forbidden. Furthermore, the distribution of prospectuses, brochures, leaflets or documents of any kind as a promotional item is strictly limited within the Event venue and is subject to the Organiser's prior permission.

The Organiser, in particular in its capacity as publisher of the various catalogues and daily newspapers specific to the Event and the person responsible for their publication, will have a right of control over all advertising wordings or announcements for the purposes of ensuring the proper conduct and unity of the Event and more generally the interests of all of the Participants. In this respect, it may inter alia remove any references that may attract directly or indirectly any participant outside the confines of the Event, such as a reference to a hotel or to any premises outside the said Event.

Furthermore, it is specified that the Organiser is the sole holder of the rights to publish and to distribute catalogues and daily newspapers. It may grant all or part of such rights. The information necessary for the drafting of the catalogues and daily newspapers is provided by the participant on his/her/its own responsibility. The Organiser will not be liable for omissions, errors of reproduction,

composition, etc., that may occur. In the case that a Participant who/which has placed an order for advertising has not forwarded to the Organiser the documents and information necessary for its publication by three weeks before the opening of the Event (for catalogues), and twenty-four hours before their publication (for daily newspapers), the Organiser reserves the right to print on the site adopted the words: "Site reserved for...", followed by just the Participant's name, and the latter will be unable to demand reimbursement of its order or any compensation whatsoever. The documents used for the publication of such advertising will be returned to the Participant or its agent only at their request. As the Organiser is obliged to keep them for only one year, it may destroy them once this time-limit has passed. Because of technical requirements, preferential spaces cannot be guaranteed. One copy of each advertisement for the record will be sent after publication to the Participant or to its agent. Insofar as the Organiser, because of non-conformity of the material delivered, has to design and produce the advertisements, the Participant will be obliged to pay it for the relevant works of design, composition and execution.

6.2 - sponsoring

Any Participant in the main Event will be able to sponsor one or more of the side-Events or publications organised in connection with the main Event, subject to complying with all of the provisions of the RULES. The Organiser will allocate the right to sponsor each of the side-Events to the first Participant who has applied to do so and has forwarded to the Organiser payment of the sums owned for such sponsoring on the date of signature of said participation contract. The right to sponsor includes visibility at the side-Events referred to in the Advertising /Sponsoring contract. The terms for sponsoring will be specified in a separate contract. The Organiser, in particular in its capacity as publisher of the various catalogues and daily newspapers specific to the main Event and the person responsible for their publication, will determine the spaces available in connection with the sponsoring and will have a right to check, on each of the media, the contents reflecting the sponsoring of the Event in question. The intellectual property rights relating to the contents issued at the Events will remain the property of Reed MIDEM and/or of their authors. A Participant's application to sponsor a side-Event will be final and irrevocable. In the event of withdrawal at any time whatsoever and on any grounds whatsoever, except in the case of force majeure, the Participant concerned will remain liable for the full amount owing under this provision and for any invoice relating to such, except in the case of force majeure, notwithstanding the Organiser's right to substitute for the Participant in default any other sponsor of its choice. The Organiser will not under any circumstances be held liable for the statements or other information provided by the sponsor, who warrants that the said information is not contrary to public policy; that it is the owner, as the case may be, of all the intellectual property rights or other rights relating to the said content or information; that such content or information may be freely used and reproduced and that no third party has any ownership or other property rights over such content or information. The sponsor undertakes to indemnify and compensate the Organiser in respect of any third-party claim relating to the contents or information provided by him/her/it, the subject of the sponsoring.

7 - hotel

As the Organiser may have entered into agreements with the Hoteliers of Cannes and its surrounding area, in order to be able to provide, as far as possible and on the best terms, accommodation for MIDEM Participants, without it however being liable in particular in respect of the reservation of the hotel chosen, each Participant formally undertakes throughout the Event not to install in the rooms or the suites of the hotels any electro-acoustic or video reproduction equipment that is not in accordance with the intended purpose of the premises, on pain of being required by the Hotel Management to remove such equipment forthwith.

8 - exclusivity of the Participant's activities within the confines of the Event

The Participant will expressly refrain from engaging outside the Palais des Festivals as well as any other exhibition area, as determined by the Organiser from time to time, in activities identical or similar to those exercised within the confines of the Event during such and in particular on premises such as a hotel or any other premises outside the said Event. It undertakes therefore and in particular not to attract directly or indirectly any other Participant outside the Palais des Festivals and/or any other exhibition area as determined by the Organiser in order to present there any of its products or services that fall within the scope of the subject-matter or purpose itself of the Event.

9 - photographers and cameramen

Photographers and cameramen may be allowed, with the Organiser's written permission, to operate within the confines of the Event. A print of all the photographs taken or a copy of the audio or video recordings so made must be delivered to the Organiser within fifteen days after the close of the Event. Such permission may be withdrawn at any time. The taking of photographs by participants may be banned by the Organiser.

The Organiser reserves the right to photograph, and/or to record the voice and image of the Participant(s), stands or certain items or objects on the stands, and to communicate the same to the public worldwide, by representing (in particular for live or deferred broadcast), reproducing without limitation of number of reproductions, publishing of the photograph(s) and/or of the recording(s), in all

formats (notably in downloadable formats including MP3, podcast or webcast), by all known or unknown processes, whether entirely or by extracts, on all existing or future material and immaterial carriers, without limitation, such as paper, optic, analogical, digital (CD, DVD) or on electronic networks, (including on the Internet, on the Organiser's websites and/or the Organiser's partners' websites), and on any other promotional/marketing tools that the Organiser may use for informational or promotional purposes, except where the Participant has objected in writing beforehand.

10 - information technology and civil liberties

Information, including photographs, that is requested from the Participant is essential for entering into this contract and for access to the Events. It is forwarded to third parties, including those companies of the Reed Elsevier group, with whom the Organiser has contracted for the purposes of implementing this contract and may be used, in this regard, on any media for dissemination relating to the Event in question, including on the Internet, unless, in this latter case, there is an objection from the Participant concerning photographs. Through the Organiser, and except where there is an objection by the Participant, the latter may receive commercial offers or proposals from the Organiser and from other companies that are contractually linked to the Organiser. Pursuant to the Loi Informatique et Libertés du 6 janvier 1978 [French Law on Information Technology and Civil Liberties of 6 January 1978], the Participant may exercise, on application to the manager of the Event, a right of access, of rectification and of opposition or objection as regards the personal information concerning it that is present on the Organiser's database(s). Since all the Participants to the Event for which you have been registered may have access to such data, the Organiser can not be held liable for the use that could be made by the other Participants or their partners. All Participants undertake to use said data only for purposes of organising their participation in the Event. In particular, any prospecting for purposes other than the abovementioned is prohibited. The Organiser reserves the right to have any disturbances caused by any such prohibited use terminated by any means, including the disconnection of the Participant from the database. This is without prejudice to any legal action that the Organiser may take in order to exercise its rights and of any damages to which the Organiser may be entitled as a result of such breach of contractual provisions.

11 - penalties

Any breach by the Participant of the provisions of these RULES prescribed by:

- clause 2 concerning payment of the amount of the participation, (...)
- clause 7 concerning the ban on installing in hotel rooms and suites any equipment that is not in accordance with the intended purpose of the premises,
- clause 8 concerning the ban on engaging outside the Palais des Festivals in activities similar to those exercised within the confines of the Event during such, will lead automatically and without prior notice, this being a breach of the essential and determining conditions of adhesion to this contract, to the immediate exclusion of the Participant from the confines of the Event and without reimbursement of the amount of the participation or of any sum paid by him/her/it, which will remain vested in the Organiser.

Any other breach by the Participant of the provisions of these RULES may lead to the same penalties but after prior notice to remedy such that has continued to have no effect for a period of 24 hours from receipt of such.

In addition, the Organiser reserves its right to unilaterally and ipso jure terminate the participation contract in case of any breach or non performance by the Participant of the above-mentioned provisions of the Rules, without prejudice of any damages that the Organiser could claim because of such breach and/or of the non performance.

12 - miscellaneous provisions

The Participant by signing the participation contract with or without letting of stands agrees to the provisions of these RULES and, as the case may be, of the "Technical Manual", as well as any further provisions that may be imposed by the circumstances and adopted in the interest of the Event by the Organiser, which reserves the right to draw their attention to such, even verbally. Any mention or note made by the participant to the present Rules shall be considered as null and void. These Rules are subject to modifications and are deemed to have been accepted by the Participant(s) for itself and on behalf of its directors, employees, representatives, agents, suppliers and/or guests and prevail over any other terms and conditions.

THESE RULES AS WELL AS THE PARTICIPATION CONTRACT WITH OR WITHOUT LETTING OF STANDS, WHICH CONSTITUTES AN ADHESION CONTRACT, ARE GOVERNED BY FRENCH LAW, AND THE FRENCH VERSION OF SUCH, WHICH THE PARTICIPANT IN ANY CASE ACKNOWLEDGES HAVING TAKEN NOTE OF (ON THE WEBSITE www.midem.com AND/OR UPON WRITTEN REQUEST BY HIM/HER/IT TO THE ORGANISER), WILL ALONE BIND THE PARTIES, WHICH THE LATTER EXPRESSLY RECOGNISE. IN THE CASE OF A DISPUTE RELATING TO THE INTERPRETATION OR THE IMPLEMENTATION OF THIS ADHESION CONTRACT, THE COURT OF THE PLACE OF THE ORGANISER'S REGISTERED OFFICE WILL HAVE SOLE JURISDICTION TO HEAR SUCH, WHICH THE PARTIES EXPRESSLY AGREE.