

TERMS AND CONDITIONS OF CO-PRODUCTION AND PRESALE

ARTE France Cinéma's coproduction investments range between €50,000 and €500,000 according to the characteristics of the film. *A corridor of payments from the first Euro of the Producer's Share of Net Revenues can be negotiated with the producer to increase the amount of investment within this range.*

No cross-collateralisation of the revenues from the various exploitation formats in France and the foreign revenues can be applied on ARTE France Cinéma's share (with the possible exception of Film Theatre and Video /VoD releases).

ARTE France Cinéma's share is calculated from the first Euro of TV and VoD receipts in France, irrespective of existing mandates or Guaranteed Minimums, within the following commission limits :

- 15% for TV sales at a tax-exclusive price not exceeding €50,000 and for "catch up TV", 10% for all other sales.
 - 20% for SVoD sales at a tax-exclusive price not exceeding €50,000, 15% for all other SVoD sales.
 - Only the technical costs of delivery to channels and platforms may be deducted from AFC's share.
- The international distribution agreement must comply with the following caps :*
- Fee: 25% (50% for Festival sales)
 - Expenses: €60,000 (€80,000 if selected for Cannes / Venice / Berlin, or 10% of revenue)

A presale agreement with ARTE France implies simultaneous broadcasting in France and Germany.

The French producer must therefore ensure that the distributor for the German territory and/or the international distributor is informed of ARTE being a co-producer.

For Grand Accord films, the French producer transfers only the French rights as the German rights are transferred by the German producer.

The broadcasting rights are granted for linear (14 months/1 multiple broadcast) and non-linear (-7/+7 days as from the first broadcast) services on all ARTE digital media platforms. The non-linear broadcasting rights are freed and put back on the market two months after the first broadcast.

The broadcasting share varies between €75,000 et €150,000 (France + Germany) according to the characteristics of the film and the planned programming slot.

ARTE France Cinéma must give its prior consent for the transfer of broadcasting rights for second window pay-TV. No authorization shall be given for a second pay-TV window sale *under €25,000 (or under €30,000 if the film registers 100,000 box office ticket sales).*

ARTE France Cinéma cannot be refused commission in the event of ARTE France or ARTE GEIE buying back the broadcasting rights (on-air or web) to the film, or any sale that would have the effect of modifying the broadcasting rights period reserved for ARTE France in the presale contract.

The producer undertakes to grant ARTE France access to the non-exclusive exploitation rights of the Film for its ARTEVoD offer, either directly or through the contract signed with the company chosen for this exploitation.

It is hereby agreed that the CONTRACTING PARTY will ensure that ARTE cinema's 8" production company opening animated logo is displayed at the start of both theatrical and festival screenings of the film in France.

The producer must ensure that they obtain the prior consent of the parties concerned on all the aforementioned points.