

GENERAL TERMS AND CONDITIONS
for non-exclusive Festival Screening & Promotion Licence

Version 1 from 23 April 2026

LICENCEE: EATFILM Festival (hereinafter “EFF” or the “Festival”)

Operated by: Entrepreneur individual Drozdova Ekaterina

Address: 6 Allee Henri Matisse 92130 Issy-Les-Moulineaux France

Email: [...]

Phone: [...]

LICENSOR: a film rights-holder who signs a letter of acceptance (hereinafter – “LoA”)

1. Subject of the Agreement

Subject to payment of the License Fee agreed in the Letter of Acceptance, the Licensor grants to EFF the non-exclusive right to organize one (1) public festival screening of the film identified in the Letter of Acceptance (the “Film”), and the right to use excerpts, stills and related elements of the Film for the promotion and announcement of the Festival, on the terms set out hereinafter.

The Licensor warrants that it holds all the rights, titles, and authorizations necessary to grant the present license, and that the Film does not infringe any third-party right.

2. Film and Screening Details

Should be described in the LoA

3. Grant of Rights

3.1. Screening right. The Licensor grants EFF a non-exclusive, non-transferable license to publicly screen the Film one (1) time, on the date and at the venue specified in Article 2, in the context of the Festival.

3.2. Promotional rights. The Licensor further grants EFF, on a royalty-free basis, the right to use the title, credits, synopsis, director’s biography and photograph, film stills, poster, and an excerpt of the Film not exceeding three (3) minutes (or the full trailer supplied by the Licensor), for the purposes of:

- announcing and promoting the Festival and the screening of the Film;
- publication on EFF’s website, social-media channels, newsletters, Festival catalogue and program booklet;
- distribution to press and media partners for editorial coverage of the Festival;
- inclusion in the Festival trailer, teaser and recap video.

3.3. Territory and term of promotional use. The promotional rights granted under Article 3.2 are worldwide and remain in force from the signature of this Agreement until twelve (12) months after the closing date of the Festival edition concerned, for archival and reporting purposes.

3.4. Reservation. All rights not expressly granted herein are retained by the Licensor. This Agreement does not transfer any copyright or moral right in the Film.

4. Licence Fee

The Licensor and EFF shall agree on **one, and only one**, of the two remuneration options below. The selected option and its amounts are set out in the Letter of Acceptance.

Option A — Fixed Licence Fee

EFF pays the Licensor a fixed net amount in EUR, exclusive of any applicable taxes or VAT. Payment is made by bank transfer to the Licensor's account within fifteen (15) business days after the screening, unless otherwise agreed in writing.

Option B — Revenue Share (ticketed screenings only)

EFF pays the Licensor a percentage of the Net Box-Office Receipts, as defined below, optionally subject to a minimum guarantee.

"Net Box-Office Receipts" means the gross ticket revenue collected by EFF for the screening of the Film, less

- (i) VAT and any similar turnover tax;
- (ii) fees due to SACEM and any other collective management organization;
- (iii) ticketing-platform commissions, and (iv) the venue's contractual share.

EFF shall send the Licensor a written box-office statement within thirty (30) days after the screening. Payment is made by bank transfer within fifteen (15) business days after dispatch of that statement.

5. Delivery Materials

The Licensor undertakes to deliver the following materials to EFF no later than fourteen (14) days before the date of the screening:

- Screening copy: DCP (preferred) or ProRes / H.264 MOV file. If the Film is not in French or English, subtitles in French or English must be burnt-in or supplied as a separate .srt file;
- Promotional package: poster (min. 300 dpi), at least three (3) high-resolution stills, trailer, technical sheet, director's biography and photograph, synopsis in English and (if available) French;
- Dialogue list or subtitle file in English (for accessibility and cueing purposes).

Shipping and delivery costs of physical carriers shall be borne by the Licensor; the return shipping of any physical carrier shall be borne by EFF.

6. Handling and Security of the Materials

EFF undertakes to handle the screening copy and any preview file with reasonable care, to use them solely for the purposes set out in this Agreement, and to delete or return them within thirty (30) days after the Festival. Should the Delivery Materials be damaged, lost, or leaked due to gross negligence of EFF, EFF shall discuss compensation in good faith with the Licensor.

7. Force Majeure

In the event of force majeure within the meaning of article 1218 of the French Civil Code (including, without limitation, epidemic, pandemic, natural disaster, act of public authority, strike, or technical failure beyond EFF's control), the Festival schedule and the screening conditions may be modified or the screening postponed or cancelled. In such case, EFF shall notify the Licensor without undue delay and shall discuss in good faith the consequences for this Agreement, including, where appropriate, the rescheduling of the screening or the partial or full reimbursement of any sum already paid.

8. Representations and Warranties

The Licensor represents and warrants that

- (i) it is the lawful owner or duly authorized licensee of all rights in the Film necessary to enter into this Agreement;
- (ii) the Film does not infringe any third-party intellectual-property, personality, or privacy right; and
- (iii) all fees due to authors, performers, and collective-management organizations in the country of origin of the Film have been paid or will be paid by the Licensor. The Licensor shall indemnify EFF against any third-party claim arising from a breach of the present warranties.

9. Term

This Agreement enters into force on the date of signature by both Parties and remains in force until the later of (i) full payment of the License Fee by EFF, and (ii) the end of the promotional-use period defined in Article 3.3.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with French law. Any dispute relating to the validity, interpretation or performance of this Agreement that cannot be resolved amicably shall fall under the exclusive jurisdiction of the competent courts of Paris, France (Tribunal Judiciaire de Paris, or Tribunal de Commerce de Paris where applicable), notwithstanding multiple defendants or warranty claims.

11. Miscellaneous

12.1. This Agreement constitutes the entire understanding between the Parties in respect of its subject matter and supersedes any prior discussions.

12.2. Any amendment must be made in writing and signed by both Parties.

12.3. The nullity of any provision of this Agreement shall not affect the validity of the remaining provisions.

12.4. The Parties agree that a signature by electronic means (e.g. DocuSign, qualified electronic signature) shall have the same legal value as a hand-written signature.

12.5. This Agreement is executed in two (2) original copies, one for each Party. If executed in bilingual form, the English version shall prevail in case of discrepancy.

Signatures