

CONTRACT OF NON EXCLUSIVE LICENSE OF TRANSFER OF THE RIGHTS OF EXPLOITATION OF AN AUDIO-VISUAL, DIGITAL OR PHOTOGRAPHIC WORK

ENTERS THE UNDERSIGNEDS:

The company Art & Shine, domiciled 2354 Av du Grand Défends 83700 BOULOURIS, Saint-Raphaël, France, limited liability company registered to RCS: 511,656,498 R.C.S.Fréjus - N°Edition CNC: EDV 2453 FRANCE

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Site: www.art-film-festival.com

represented by Christian Pouligo
called the " Assignee "

e-mail: christianpouligo@art-filmfestival.com

and "Yielding it" (the Artist)

name:.....

address:.....

Being recalled beforehand that:

Yielding is holder of reproduction rights, of representation and more generally of the rights of exploitation on audio-visual or photographic Works which compose the Catalogue of which he is owner or of which he acquired the rights of exploitation near third.

The Assignee directly has as an activity of the diffusion/distribution of audio visual works in digital form for which it acquires the rights on a purely non-exclusive basis, for their exploitation.

Yielding declared that he is interested by the diffusion/distribution of its Works by the Assignee in order to profit from visibility and promotion of its Works.

Yielding obliges to inform the Assignee of any modification relating to his statute, its postal address or e-mail, or of any other data necessary to the execution of this contract.

OBJECT OF the CONTRACT

Yielding It yields on a purely non exclusive basis to the Assignee under the conditions of this contract the rights of exploitation and communication to the public under given conditions communicated afterwards:

- A version of Artist' Work suitable for digital broadcasts for the purpose of private or public viewings whatever the method employed and in particular the live streaming or internet link, the video on demand and the right to temporary download without possibility of copying
- Associated Data which will then be visualized (appropriations photographs, captures of screens... and other descriptive elements of work). The Yielding precise one that it holds the whole of the rights necessary to the rights of exploitations yielded to the Assignee within the framework of this contract and that it is the only decision-maker of the choice of Works which it wishes to incorporate in the Catalogue. Yielding accepts the conditions of use expressly, of representation and more generally of exploitation set up by the Assignee
- the right of diffusion understands in particular the right to make copies of whole or part of Works, to store them and to lodge them on internet servers or Hard drive, and to view them.
- The right of representation understands the right of communication of whole or part of Works whatever the method employed or media used
- Yielding It will provide the Assignee all the elements technical, graphic and artistic necessary to the exploitation of each Work of the Catalogue, namely, in particular, the digitalized form, and, under its whole responsibility, the data necessary to the identification of all having them rights of Work.
- The Assignee is authorized by Yielding to carry out any technical operation necessary to his needs within the framework for the execution for this contract, and in particular to carry out an re adaptation of Works necessary for their exploitation.
- The Assignee, remains entirely free to choose Works which it wishes to give exploitation and that it does not weigh on him any obligation of exploitation, just as the Assignee will be free to constantly cease the exploitation during the present contract and to take it again there after, so good seems to him, the transfer being made on a purely nonexclusive basis.
- The Assignee, remains entirely free actions of marketing and commercial actions, on a purely promotional basis, which he intends to carry out near the Users.
- Moreover, the Assignee ensures or is authorized by Yielding to make ensure by one of his Partners a service of distribution & of diffusion of Works, whose methods of remuneration will be envisaged on a case-by-case basis

DURATION ANDTERRITORY

The transfer of the rights by Yielding to the Assignee is concluded for one unlimited duration as from the date from signature from this contract.

This contract will be terminated 1 (one) month after denunciation by one of the Parts by means of e-mail addressed to the other part. However, the contract can not be terminated if the work or works, designated by this contract are subject to a pending assignment by the concessionaire to a customer. There will be terminated at the end of this assignment only.

The transfer of the rights object of this contract, is carried out on all the Territory and of their accessibility of each place of planet.

The territory for the license granted under this contract is worldwide

WARRANTIES

Yielding It only declares being titular of all the rights and authorizations necessary to yield to the Assignee the present transfer of exploitation to non exclusive title on the Associated Works and Data and that nothing opposes the signing of the contract with confidence by the assignee of the catalogue under the conditions of the present.

Within this framework, Yielding it the Assignee against any request, claim, action guarantees which could bring at the time of the exploitation of the Catalogue and the Associated Data any natural person or morals who would estimate to have rights or payments to put forward on the Catalogue and/or the Associated Data or who would oppose their exploitation by the Assignee.

On the assumption that the Assignee is blamed by a third in an action by judicial proceedings or extra-judicial, Yielding it commits itself bringing to the Assignee or to any partner of this last all the necessary assistance which could be necessary to its defence and begins more over to put in work the necessary means enabling him to guarantee to the Assignee the continuity of the exploitation of the Catalogue.

Yielding certifies moreover that all the legal requirements or contractual of which it could be indebted were discharged with regard to any person having taken part directly or indirectly in the realization of the Works proposed in the Catalogue, in particular the Authors, Artists composers and all other intervening having taken part in the creation or the realization of work, or any organization of collective management the representative.

Yielding guarantees the Assignee of any recourse of third relating to the work exploited under the conditions defined in this contract.

Financial conditions

It is expressly agreed between the Parts that Yielding it and the Assignee will share himself to 50/50 the incomes related to the application of this contract in the forms of royalties whose amount will be defined by the regular sending of statistics of watching by the Assignee in Yielding and this ideally every six-month period of each current year.

This remuneration calculates will be done on a case-by-case basis according to the negotiation concluded between the Assignee and his partners or customers.

Yielding will be informs of each new scale of calculation determined by the Assignee according to the agreements thus made and which it is supposed to accept.

The payment of these sums will be made by transfer to the Artist as they become clearly established and at least annually by the Assignee

DEFINITIONS

By "Author", means the various authors who contributed to the creation and/or realization of work.

By "Catalogue", means the entirety of the Works transferred under digital format by Yielding and whose this last holds directly or indirectly the rights of exploitation on the Territory and defined in the present contract.

By "Territory", means the whole of the countries of the world

Made in Boulouris, Saint Raphaël France on

This contract is subject to French law. In case of dispute only the courts of the city of Fréjus, France, are the competents courts

The Assignee For Art & Shine, Christian Pouligo



Yielding It :the Artist:

List of works:

Signature:.....