

[REDACTED]

GENERAL SERVICES AGREEMENT / PPS-77
(the Agreement)

Between

The Client, the Lithuanian Film Centre, (LT company number: 302783199) represented by Director
Laimonas Ubavičius

and

The Contractor, Sauce London Ltd (UK company number: 13719173),
represented by Director Oskars Killo

whereas a public procurement has been completed: procurement tender No. VP-165, procurement method: unannounced word survey (hereinafter referred to as the Procurement), in accordance with the Law on Public Procurement of the Republic of Lithuania, the Service Provider has been recognised as the winner of the Procurement, the Service Provider and the Client, hereinafter collectively referred to as “the Parties”, and each individually as “the Party” depending on the context, have concluded this Service Provision Agreement (hereinafter referred to as the Agreement), and have agreed to comply with the obligations established therein.

The Client and the Contractor, individually the “Party” and collectively the “Parties” to this Agreement, agree to the following:

1. The Event Services:

The Contractor shall provide the Client with the Event services (the “Services”) consisting of the organization of the fifth **LONDON BALTIC FILM FESTIVAL 2025** (LBFF 2025, the “Event”) on **7 November - 12 November 2025** at **The Garden Cinema**, 39-41 Parker Street, WC2B 5PQ London, the United Kingdom (the “Event Venue”).

The Event shall consist of the opening reception and the screening of 2 (two) national feature films per each Baltic country (Estonia, Latvia, Lithuania) (a total of 6 (six) feature films) followed by at least 30 min professionally moderated question and answer sessions (Q&As) with film representatives for each film.

The Event is public, with general admission tickets sold to paying customers by the Event Venue. Pricing will be determined by the Event Venue based on their festival and special event pricing policy, with Box Office revenue to be split between the Event Venue and the Contractor based on a £200 net Minimum Guarantee for each film screening. The Client has no commercial stake in any revenue generated by the ticket sales.

The Services shall include:

- a) Event production that includes curation concept, branding, planning, management, programming and marketing subject to approval by the Baltic Embassies (Embassies of Estonia, Latvia and Lithuania to the UK);
- b) Event marketing that includes social media channels, website management, photography, filming, editing, publishing, storage, and a physical Event brochure or a card. All Event public content is subject to approval of the Baltic Embassies;
- c) Provision of the Event Venue and liaison services with the Event Venue;

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- d) liaison services with national film authorities in each Baltic country;
- e) provision and liaison services with professional Q&A moderator(s);
- f) liaison services with the rights owners of the feature films, including delivery and prior testing of the physical and/or digital copies of films, and film classification which will be an “umbrella” principle for all non-family titles based on the Event Venue’s terms of admission, and will be determined based on programming discussions for potential availability of family titles;
- g) liaison services with potential and actual Event sponsors subject to approval by the Baltic Embassies;
- h) provision and liaison of Event volunteers if deemed necessary by the Contractor;
- i) 2 (two) complimentary tickets to each feature film to each Baltic Embassy;
- j) Screening times of films on Saturday and Sunday shall be scheduled after 14.00 local time, unless otherwise agreed by the Baltic Embassies.
- k) organization of the opening reception which includes the coordination and provision of food and drink, setup and cleanup, entertainment, and ensuring compliance with legal health and safety standards;
- l) Post-Event written analytical report to the Baltic Embassies about attendance and marketing reach along with any recommendations. The report shall be due electronically by email after the Event by 20 November 2025.

2. the Client shall contribute to the Event the following:

- a) Incurring of the costs for license/ film hire invoices (excluding delivery costs) to the respective rights holder (e.g. a production company, sales agent, or distributor) for 1 (one) screening of each of their 2 (two) national feature films at the Event. The costs shall be incurred for feature films that have been provided and delivered to the Contractor localized in the English language, either with the English subtitles, with English voice-over, or dubbed in English.
- b) Travel and lodging for 2 (two) feature film representatives. Each Baltic Embassy will arrange and pay separately for the travel and lodging for at least 1 (one) representative of 2 (two) national feature films at the Event;
- c) Inviting of Embassy contacts to the opening reception.

3. Term of Agreement

The Term of this Agreement will begin from the date when the last Party signs it and will remain in full force and effect until the completion of the Event Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days written notice to the other Party. The Client shall only pay for the Services that will have been provided at that point in time.

4. Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in pound sterling (GBP).

5. Budget and Compensation

No.	Budget Item	Amount (GBP)
1.	Venue Hire & Opening event	5 500.00
2.	Marketing: assets & media	5 900.00
3.	Event Production	5 000.00
	Total:	16 400.00
	Total (including VAT, 20%):	19 680.00
	Lithuanian Film Centre share total (including VAT, 20%):	5570.00

Each Baltic part shall share the Event Compensation by covering 1/3 (one third) of the total budget. Remaining Lithuanian part of **990.00 GBP** will be covered by the Embassy of Lithuania to the UK. Therefore, for the purposes of this Agreement, the Client shall provide the Compensation to the Contractor of a fixed amount of **5570.00 GBP** (five thousand five hundred seventy pounds sterling, 00 pence) or **6432 EUR** (six thousand four hundred thirty two euros, 00 cents) in 2 (two) payments. The Client shall not be held liable for any undue, unplanned, unexpected and pre or post Event costs that may arise for the Contractor.

The first payment of 50% or **2785.00 GBP** (two thousand seven hundred sixty-five pounds sterling, 00 pence) or **3216 EUR** (three thousand two hundred sixteen euros, 00 cent) the Client shall pay to the Contractor upon signing of the Agreement by both Parties and the issuance of the Contractor's invoice. Payment amount must be written in GBP and EUR on the invoice corresponding to exchange rate on the day of the invoice. All invoices to be paid in GBP (pounds sterling) to match the invoice amount.

The second payment of the remaining 50% or **2785.00 GBP** (two thousand seven hundred sixty five pounds sterling, 00 pence) or **3216 EUR** (three thousand two hundred sixteen euros, 00 cent) the Client shall pay to the Contractor upon the conclusion of the Event and the issuance of the Contractors invoice no later than 10 December 2024. Payment amount must be written in GBP and EUR on the invoice corresponding to exchange rate on the day of the invoice. All invoices to be paid in GBP (pounds sterling) to match the invoice amount.

Contractor's invoices to the Client shall be due in 15 (fifteen) calendar days. The date of payment of shall be the date when the Client will have issued the payment. The Contractor shall be responsible for all income and/ or other tax liabilities and National Insurance, or similar contributions relating to the Compensation.

6. Return of Property

Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, proprietary or confidential information which is the property of the Client.

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7. Contractor Independence

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

8. Notice

All notices or other communications in regard to this Agreement will be given in writing and delivered to the Parties as follows:

Sauce London Ltd, 167-169 Great Portland Street, London, W1W 5PF, United Kingdom, email: oskars@sauce.london and/ or hollie@sauce.london, or to such other address as the Party may notify the other.

Lithuanian Film Centre, address Z. Sierakausko st. 15, Vilnius, email: info@lkc.lt, or to such other address as the Party may notify the other.

9. Dispute Resolution and Governing Law

In the event an issue or a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within 90 (ninety) days, then any or all outstanding issues or disputes may be submitted, to the exclusion of the law of any other forum, to a court within the Country of England in accordance with the laws of the Country of England.

10. Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

11. Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

12. Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

13. Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

14. Postponement

If the Event is postponed to a later date or cancelled and the postponement or the cancellation is initiated by the Contractor or their subcontractor (i.e. the theater), the Contractor shall return to the Client a full refund of the Compensation, regardless the expenses incurred prior to postponement or the cancellation, no later than by the end of the year 2025.

If the Event will be postponed to a later date or cancelled and the postponement or the cancellation is

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initiated by one of the Clients (i.e. one of the Baltic Embassies and/ or their respective Ministries), the Contractor shall return to the Client a refund of the Compensation, less any expenses incurred, no later than by the end of the year 2025.

15. Force Majeure

Neither the Client nor the Contractor shall be held liable for failure or delay in the performance of its obligations under this Contract, if such performance is delayed or hindered by the occurrence of Force Majeure Events. Within the context of this Contract, Force Majeure Events is defined as events that prevent a Party from fulfilling its obligations, but that could not have been foreseen at the time of entering into this Contract, and was not caused or encouraged by that Party. The party affected by a Force Majeure Event shall notify the other as soon as reasonably practicable upon the commencement of a Force Majeure Event. In case of Force Majeure Events, both parties may decide to postpone the Event within the year 2025. In this case, no further payment shall be claimed by the Contractor. If the Event does not occur in the year of 2025, the Contractor shall return to the Client a full refund of Compensation no later than by the end of the year 2025.

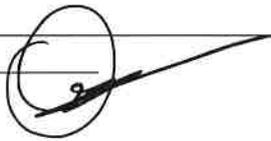
16. The Agreement is in the English language, it contains 5 (five) pages, and it is signed in 2 (two) original copies, of which each Party has 1 (one) copy of equal legal force.

IN WITNESS WHEREOF the Parties have duly signed:

For the Contractor:

For the Client:

Oskars Killo



Director Laimonas Ubavičius

Date: 1 July 2025 (date/month/year)

Date: ____ July 2025 (date/month/year)