

REGULATIONS – FONDAZIONE PRADA FILM FUND

1. Aim and Purpose

These Regulations govern the criteria for access, selection and determination of the amounts to be paid through the fund named "Fondazione Prada Film Fund " (hereinafter, the "**Fund**"), established by Fondazione Prada for the purpose of supporting the creation of independent films of high artistic, intellectual and cultural value.

Independent films that are in one of the following stages of production are eligible for selection: (i) development, (ii) production or (iii) post-production, in accordance with the requirements set out in the annual call for applications published by Fondazione Prada (https://www.fondazioneprada.org/fpff_call-for-applications_2026/, the "**Call for Applications**") and the provisions of these Regulations.

2. Applicants and eligibility requirements

Only producers of independent films that, on the date of submission of the application, meet all the eligibility requirements set out in point 2.1 of the Call for Applications may participate in the Call for Applications.

3. Eligible projects

Only projects aimed at the creation of independent films with a minimum duration of 65 minutes are eligible.

Projects submitted must also meet the requirements set out in point 2.2 of the Call for Applications.

At the time of application, the applicant shall indicate, on the basis of the project's state of advancement, the stage for which it intends to apply (development, production or post-production), as defined below.

"Development" means: initial stage of the project, involving the creative, economic and financial planning of the work, the script and/or the screenplay.

"Production" means: the executive phase of the work, i.e. the filming or technical realization of the work, the outcome of which is the creation of a sample copy or master copy of the work.

"Post-production" means: the stage following production, which includes audio-video editing and mixing, the addition of any special effects and transfer to the delivery format.

It is understood that the final qualification of the project's stage for the purposes of access to the Fund shall be determined by Fondazione Prada, which may depart from the classification indicated by the applicant, on the basis of the documentation submitted pursuant to point 5 of the Call for Applications, as well as any additional information acquired during the evaluation procedure. Such assessment may affect the terms, disbursement and amount of the contribution to be granted. Should Fondazione Prada

determine that the project falls within a stage other than that indicated in the application, it shall notify the applicant in writing. The applicant shall have five working days from receipt of such notification to communicate its acceptance or refusal of the project's inclusion in the different stage.

4. How and when to apply

Applications must be submitted in accordance with the procedures and deadlines indicated in point 4 of the Call for Applications https://www.fondazioneprada.org/fpff_call-for-applications_2026/.

5. Contents and materials

Applicants declare and guarantee that:

- a) they have obtained, prior to submitting the application, all necessary authorisations or licences from the relevant rights holders for any restricted content or material included, used or otherwise represented in the film (including registered trademarks, company names or any other distinctive signs of third parties);
- b) the film does not contain content that could give rise to claims, demands or actions by third parties, for any reason whatsoever, including, but not limited to, actions based on defamation, copyright infringement or any other intellectual property right, damage to honour or reputation, violation of image rights, confidentiality or personal data protection, breach of confidentiality obligations or acts of unfair competition.

In the event that a submitted film contains unauthorized content, or content that gives rise to, or may reasonably be expected to give rise to, claims by third parties, Fondazione Prada reserves the right, in its sole and absolute discretion, to disqualify the film from at any time.

6. Evaluation procedure

The selection and evaluation of the projects submitted will be carried out by a Committee appointed ad hoc by Fondazione Prada and will be conducted through the procedure set out in the stages indicated in Article 6 of the Call for Applications, aimed at ensuring the impartiality, transparency and quality of the evaluation

https://www.fondazioneprada.org/fpff_call-for-applications_2026/. At the end of the selection procedure, Fondazione Prada will publish the official list of selected works and the relevant beneficiaries (hereinafter, the '**Beneficiaries**') on the following institutional website www.fondazioneprada.org, in the section dedicated to the Call for Applications.

7. Amount and payment of the established amount

The minimum and maximum amounts that may be awarded are set forth in the table below and shall be disbursed according to the payment schedule described herein:

Stage	Tranche and conditions	Amount
Development	50% upon signing / 50% on the first day of shooting	€15,000 – €80,000
Production	70% upon signing / 30% upon delivery of final cut	€30,000 - €250,000
Post-production	80% upon signing / 20% upon delivery of subtitled DCP copy	€15,000 – €100,000

8. Reporting of expenses

Beneficiaries are required to submit to Fondazione Prada a report on the expenses incurred within the deadline and in accordance with Article 11 b) below and with the terms and conditions set out in the agreement between the Beneficiary and Fondazione Prada, which will be made available upon completion of the application procedure (the "**Agreement**"). Fondazione Prada reserves the right to carry out administrative and/or accounting checks, at its sole discretion, in order to verify the regularity of the documents relating to the expense report.

9. Eligible expenses

The following expenses incurred by the Beneficiaries are deemed eligible:

- expenses for the remuneration of employees and compensation of individuals (non-employees) involved in the production of the film, gross of any applicable withholding taxes in accordance with the laws of the country where the Beneficiary has its registered office;
- expenses for the purchase of rights (including copyright) to the script, treatment, screenplays and other creative materials relating to the film;
- expenses for the purchase of material necessary for the production of the film;
- expenses for any copyright obligations related to the production of the film;
- rental of equipment and technical material, including production equipment;
- expenses for audio, video and lighting services;
- additional expenses, such as the rental of props or costumes, the purchase of set design materials, the rental of offices, locations or film studios, equipment, tailoring, vehicle storage, costs for permits and authorisations, insurance, casting, expenses for executive production or for the employment of local temporary staff, audio and video post-production expenses, preparation expenses;
- travel and subsistence expenses for workers from their place of residence to the place of filming and/or processing of the film.

The following expenses incurred by the Beneficiaries are deemed not eligible:

- notary fees and those relating to taxes and duties;

- expenses and costs relating to structural work, such as, by way of example and without limitation, the construction of film studios or routine or extraordinary maintenance work on existing film studio infrastructure;
- expenses related to the purchase/rental of furniture, vehicles, equipment not directly necessary and functional to the production of the submitted work;
- interest expenses, producer's fees and general expenses;
- commissions for financial transactions and other purely financial charges;
- fines, penalties and legal disputes relating to the film.

10. Revocation or reduction

At Fondazione Prada discretion, the payment of the sums may be revoked or partially reduced in the following cases:

- failure to meet the eligibility requirements set out in these Regulations and in the Call for Applications, both with regard to the applicants (for example, loss of independent producer status) and the films (for example, loss of independent film status);
- proven use of the amount paid for purposes other than those specified in the project awarded under the Call for Proposals;
- failure to submit the report within the established deadlines, or submission of incomplete or non-compliant documentation;
- substantial changes to the original project selected under the Call for Applications in editorial, artistic and financial terms without prior authorisation from Fondazione Prada;
- a delay of more than 6 months from the deadline indicated in the schedule for the completion of the production phase (development, production or post-production, as applicable), except for proven reasons of force majeure communicated in a timely manner to Fondazione Prada.

Fondazione Prada also reserves the right to revoke the amount paid in any case of serious breach of the obligations assumed by the beneficiary, such as to compromise the realisation of the project, even if not expressly provided for in these Regulations.

11. Obligations of the beneficiaries

Beneficiaries are required to comply with the obligations set out in the Agreement. In particular, Beneficiaries undertake to comply with the following provisions.

a) Obligations relating to the realisation of the Work:

- produce the film in substantial and formal compliance with the editorial, artistic and financial content described in the documentation submitted in the application for the Call for Proposals, as well as in accordance with the provisions of the Agreement;
- during the production of the film, keep Fondazione Prada periodically informed about the development and progress of the work, with particular regard to artistic and

editorial aspects (including, by way of example and without limitation, the writing, casting, direction, editing and post-production) and promptly inform Fondazione Prada in writing of any changes – even if only potential – that may be necessary and that may affect (even in part) the editorial development, artistic profile or financial structure of the work itself, it being understood that in the event of substantial changes, the prior consent of Fondazione Prada shall be required, in the absence of which the contribution may be withdrawn pursuant to Article 10 above.

- complete the financed production stage (development, production or post-production, as the case may be) within a maximum of 6 months from the date of the last instalment of the payment, unless expressly authorised by Fondazione Prada for justified reasons.
- b) Obligations relating to the disbursement of the agreed amount:
- provide Fondazione Prada with all administrative, technical and fiscal documentation required, as well as materials produced (final footage of the work or the DPC of the work), for the payment of the amount established, in accordance with the methods and timelines agreed upon;
 - provide Fondazione Prada with a report on the expenses incurred for the production of the film, with reference to the relevant stage of the production cycle, up to the amount granted, together with a detailed list of the relevant invoices. Such reporting shall be submitted on a quarterly basis during the production of the work and, as final reporting, prior to the payment of the last instalment. Fondazione Prada may request explanations and clarifications regarding the submitted reports; in such case, the beneficiary shall provide them within fifteen days of the request.
- c) Obligations relating to the distribution and public performance of the work:
- include the Fondazione Prada logo, in accordance with the graphic guidelines agreed with Fondazione Prada, in all advertising, promotional and communication materials relating to the film, as well as in any other material, physical or digital, intended for the communication of the film;
 - include, in the opening and end credits of the film, the words 'with the contribution of:' followed by the Fondazione Prada logo. The acknowledgement of Fondazione Prada in the opening credits shall appear on a separate card (single frame) exclusively dedicated to Fondazione Prada, on which only the Fondazione Prada logo shall appear, with no other logo, name or acknowledgement. Such acknowledgement shall be presented separately and not in combination with the credits of any other financiers, partners or collaborators. The Fondazione Prada logo in the opening credits shall remain on screen in full visibility for no less than three (3) seconds. The size, placement, duration, and visual prominence of the Fondazione Prada logo shall be determined in agreement with Fondazione Prada and in accordance with any graphic guidelines provided by Fondazione Prada. Such acknowledgement shall be clearly visible, legible and prominently displayed, and shall not be less in size, placement, duration or graphic prominence than those reserved for any other financier, foundation, public institution or private entity

contributing to the work. In the closing credits, Fondazione Prada shall be mentioned through a dedicated standalone card expressly entitled “Fondazione Prada Film Fund”, followed by the individual credits of its representatives as communicated by Fondazione Prada. The size, placement and visibility of such credit shall be determined in agreement with Fondazione Prada and shall in no event be less favourable than those granted to any other financing entity or institutional contributor to the work.

- throughout the distribution phase of the film, keep Fondazione Prada periodically informed about the initiatives and means and timelines of distribution and promotion of the work (including, by way of example and without limitation, theatrical releases, participation in festivals and reviews, any sale or licence to streaming platforms or other distribution channels, as well as related promotional activities);
- communicate in writing to Fondazione Prada, with reasonable notice, the list of national and international film festivals in which the work will be presented or for which it has been entered or selected, and promptly provide any updates regarding the work's participation in such events (including any exclusions or new selections);
- grant Fondazione Prada, free of charge, the right to organize the first public screening of the work in the municipality of Milan, at the 'Cinema Godard' theatre of Fondazione Prada, and grant Fondazione Prada the non-exclusive right to communicate the film to the public by screening it in its own spaces during events, festivals or initiatives promoted directly by Fondazione Prada.

Compliance with the above obligations shall be verified by Fondazione Prada. Partial or total failure by the Beneficiaries and/or their assignees to fulfil one or more of the obligations listed above may result, at Fondazione Prada's sole discretion, in the revocation or total or partial reduction of the amount established (pursuant to Article 10 above) and/or the termination of the Agreement.

12. Audit

Fondazione Prada reserves the right to carry out checks to verify the actual use of the amount established. The following checks are specifically allowed:

a) Verification of the reliability of the production structure

Fondazione Prada reserves the right to carry out a preliminary assessment of the merit of the applicant company in terms of its strength and reliability. This assessment shall concern, among other things, the following aspects: (i) examination of the portfolio of projects already completed or in progress, with particular attention to the degree of innovation, diffusion and recognition by the public and critics; and (ii) verification of the professional track record of those responsible for creative and production management.

b) Accounting control

Fondazione Prada reserves the right to carry out an administrative and accounting audit to verify that the expenses reported correspond to the approved project objectives. In particular, this check consists of: (i) analysis of the accounting and tax documentation

submitted (such as invoices, contracts, receipts, payment orders), and (ii) examination and compliance of the expenses actually incurred with the terms and conditions set out in the Agreement (as defined in Article 8 above).

c) Quality control

Fondazione Prada reserves the right to carry out a comparative qualitative check between the film in its final version and the project originally selected. This control is aimed at: (i) ascertaining the artistic, narrative and production consistency of the work produced with respect to the concept and project characteristics presented at the application stage; (ii) ensure compliance with the creative commitment undertaken by the proposing company, including for the purposes of correctly representing the editorial, cultural or territorial identity promoted by the Fund; and (iii) identify any significant deviations from the approved project and, where appropriate, assess the impact on the amount established.

d) Credit control

Fondazione Prada reserves the right to verify that the film is communicated to the public and distributed with the words 'with the contribution of:' followed by the Fondazione Prada logo, in the opening and closing credits, in the size and prominence agreed between the parties and better identified in Article 11(c) above. Fondazione Prada also reserves the right to verify that Fondazione Prada's logo is included in all advertising, promotional, communication or other materials relating to the communication of the film.

In the event that the above checks reveal a significant deviation from the selected project — with particular reference to substantial changes to the artistic, editorial or financial content of the work — or any failure by the Beneficiary to fulfil their obligations, Fondazione Prada reserves the right to suspend or revoke, in whole or in part, the payment of the amount established, as well as to request the return of any sums already paid in accordance with the provisions of Article 10 above.

13. Agreement between Fondazione Prada and the Beneficiaries

Payment of the agreed amount implies acceptance by the Beneficiary of the terms and conditions set out in the contract between the Beneficiary and Fondazione Prada, which will be made available upon completion of the application procedure. The signing of the Agreement is an essential condition for the effectiveness of the selection and the actual payment of the agreed amount. The Agreement shall in no case entail the assumption by Fondazione Prada of the status of co-producer with regard to the film.

14. Final provisions

The provisions of the Regulations, together with the provisions of the Call for Applications https://www.fondazioneprada.org/fpff_call-for-applications_2026/ and the terms and conditions of the Agreement https://www.fondazioneprada.org/fpff_terms-and-conditions_2026/, constitute the set of binding provisions applicable to all applicants and beneficiaries of the Call for Applications.

These Regulations are governed by Italian law. Any dispute relating to the interpretation and/or execution of the Regulations shall be settled exclusively by the Court of Milan.

15. Processing of personal data

Data processing will be in accordance with Regulation (EU) 2016/679. The contact details of the data controller are available in Annex A.

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Milan, 30/06/2026.

ANNEX A. PROCESSING OF PERSONAL DATA (ARTICLES 13-14 of EU Regulation 2016/679)

Contact details:

The data controller is Fondazione Prada. The registered office is in Largo Isarco, 2, postcode 20139, Milan. The contact details are: tel. + 39 (0)2 56662611, email. privacy@fondazioneprada.org.

Sources and categories of personal data:

The data collected concerns the following data subjects:

- the legal representatives of the companies applying for the call for applications, from whom the data is collected directly through the application forms and subsequently, if the funding is awarded;
- collaborators and other persons with an interest in the applicant, if mentioned in the call for applications documentation sent by the applicant (e.g. director, authors, performers, etc.).

The collection concerns documents and forms containing common data of the following type: name and surname, contact details (landline and mobile phone number, email address), company registration number, public curriculum vitae). Some data may be collected by the Data Controller from public databases, the internet, etc. to verify the information provided for participation in the call for application or even subsequently, if the funding is awarded.

Purposes and legal basis of the processing:

Personal data collected from third parties used by the Data Controller for selection procedures or communicated by the applicant themselves are processed and used to follow up on the applicant's request to participate in the call for applications: more specifically, to verify the requirements for participation, for selection and/or award and, in general, for the conduct of the call for applications, for monitoring and for the disbursement of the amount established. At the end of the selection procedure, a list of only the funded parties will be published on the Data Controller's website, which may also include personal data. The processing, insofar as it relates to selection through a call for applications, is based, pursuant to Articles 6 (b, c) of Regulation (EU) 2016/679, on the pre-contractual activity between the Data Controller and the applicant, taking into account that the data contained in the documentation (e.g. declarations, self-certifications, attestations, reports, CVs, etc.) are spontaneously provided by the applicant also on behalf of the other interested parties for the purposes of participation. etc.) are voluntarily provided by the applicant, also on behalf of other interested parties, for the purposes of participation.

Consequences of refusal to provide data:

The provision of data is optional, but failure to provide such data will result in exclusion from the selection procedure.

Methods of data processing:

Personal data is processed using paper and electronic means; specific security measures are taken to prevent unlawful or incorrect use, loss or destruction of data, and unauthorised access. No automated decision-making process (e.g. profiling) is carried out.

Processing outside the EU:

The processing will take place in Italy and the EU.

Retention period:

Data and documents will be retained until the end of the legal limitation period from the conclusion of the call for applications or the conclusion of the project in the case of Beneficiaries. This is without prejudice to further processing of data in cases of force majeure (e.g. legal disputes, etc.) and with reference to processing for the successful tenderer.

Categories of recipients:

The data (only those that are essential) will be communicated to persons in charge of processing, both within the organisation of the writer and externally, who perform specific tasks and operations, including the members of the Committee, individuals belonging to the group of expert readers selected by Fondazione Prada, and any technical consultants. The data will not be disclosed unless otherwise required by law.

Rights of the data subject:

At any time, you may: exercise your rights (access, rectification, erasure, restriction, portability, objection, absence of automated decision-making processes) when provided for in relation to the Data Controller, pursuant to Articles 15/22 of the GDPR; lodge a complaint with the Data Protection Authority (www.garanteprivacy.it); if the processing is based on consent, withdraw that consent, bearing in mind that the withdrawal of consent does not affect the lawfulness of the processing based on consent before its withdrawal.