

MEANINGFUL MOVIES PROJECT

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (this “**Agreement**”) is made by and between Meaningful Movies Project, a Washington nonprofit corporation and a registered 501(c)(3) tax exempt organization (“**MMP**”), and _____ (the “**Licensee**”), an individual or organization with its principal place of business at the address set forth on the signature block below. Licensee is the group leader of the Meaningful Movies Group operating in _____ (the “**Territory**”), which intends to screen social justice films for viewing by the general public at _____ (the “**Venue**”). MMP and Licensee are each a “**Party**” and collectively the “**Parties.**” This Agreement is entered into as of the date of Licensee’s signature below (the “**Effective Date**”). For good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms will have the meaning set forth in this Section 1:

“**Curriculum Materials**” means all training materials, consulting aids, checklists, and guidance materials and documents for the purposes of operating a Meaningful Movies Group, provided by MMP for use by Licensee in the performance of this Agreement, including but not limited to the MMP Toolkit, event guidelines, policies and procedures, and any other materials provided by MMP through its website or MMP’s various databases;

“**Marks**” means the MMP logo and the words “Meaningful Movies.”

“**MMP Principles**” means the principles set forth on Exhibit A.

“**Support Services**” means the services described on Exhibit B.

2. SERVICES AND LICENSE GRANT

2.1 Services. Subject to the terms and conditions of this Agreement, Licensee will screen social justice films for viewing by the general public consistent with the MMP Principles as the group leader of the Meaningful Movies Group operating in the Territory, and in consideration, MMP will perform the Support Services for Licensee and the Meaningful Movies Group operating in the Territory.

2.2 License Grant. Subject to Licensee’s compliance with the terms and conditions of this Agreement, MMP grants Licensee during the Term (as defined below) a limited, non-transferable, non-sublicensable, non-exclusive license (a) to use and reproduce the Curriculum Materials owned by MMP, and (b) to use the Marks in connection with the Licensee’s screening social justice films for viewing by the general public consistent with the MMP Principles within the Territory. For the avoidance of doubt, such use of the Marks will extend to advertising and the promotion of the Meaningful Movies Group operating in the Territory.

2.3 Gift Economy. MMP is a heart-based organization, and as such, operates according to the principles of the gift economy. MMP does not charge a fee for the Support Services, but requests that Licensee make an elective payment to MMP for use of the Curriculum Materials and the Marks, as determined by Licensee’s ability to pay and in Licensee’s sole discretion.

3. TERM AND TERMINATION

3.1 Term. This Agreement commences on the Effective Date and will continue for one year; thereafter, this Agreement will renew automatically on an annual basis on the anniversary of the Effective Date, subject to the approval of MMP (the “**Term**”).

3.2 Termination. Either Party may terminate this Agreement by giving two weeks prior written notice to the other Party. MMP reserves the right to terminate this Agreement immediately and without prior notice if Licensee refuses to or is unable to screen social justice films for viewing by the general public consistent with the MMP Principles, or is in breach of any material provision of this Agreement.

3.3 Survival. Upon termination, all rights and duties of the Parties toward each other cease except that: (a) Within 30 days of the effective date of termination, Licensee will promptly return to MMP, or, at MMP’s option, destroy, at Licensee’s expense, all records and copies of Curriculum Materials and Marks in its possession, and of any Confidential Information of MMP and all copies thereof; and (b) Sections 2, 3, 4, 6, 8 and 9 survive termination of this Agreement.

4. CONFIDENTIALITY

Licensee will not, during and after the Term, disclose the Confidential Information to any third party or use the Confidential Information for any purpose other than screening social justice films for viewing by the general public consistent with the MMP Principles. “**Confidential Information**” means any non-public information that relates to the actual or anticipated business, research, or development of MMP, including personal information, email addresses and lists, and contact information regarding group leaders of Meaningful Movies Group, filmmakers, film distributors, and host venues.

5. MARKS USAGE

5.1 Guidelines. Licensee is familiar with the high standards, quality, style and image of MMP, and Licensee will, at all times, conduct its business and use the Curriculum Materials and Marks in a manner consistent with these high standards, quality, style, and image. Licensee will comply with MMP usage guidelines regarding the Marks, as set forth in usage guidelines to be provided by MMP to Licensee from time to time, but subject to any changes required in order to comply with any legal requirements in the Territory.

5.2 Restrictions. Licensee agrees that it will not, during the Term or thereafter, directly or indirectly (a) do, omit to do, or permit to be done, any act which will or may dilute the

Marks or tarnish or bring into disrepute the reputation of or goodwill associated with the Marks or MMP or which will or may invalidate or jeopardize any registration of the Marks; or (b) apply for, or obtain, or assist any person in applying for or obtaining any registration of the Marks, or any trademark, service mark, trade name or other indicia confusingly similar to the Marks in any country without the express consent of MMP. Licensee will not sublicense the rights granted under this Agreement without prior written approval from MMP.

6. RELATIONSHIP OF THE PARTIES

6.1 No Partnership. No Party will represent itself as having authority to represent the other Party in any manner whatsoever. In no event will either Party or its agents, representatives, or employees be deemed to be agents, representatives, or employees of the other Party in connection with this Agreement. Nothing contained in this Agreement, will be deemed to: (i) make any Party (or any of such Party's employees, agents, or representatives) an employee, agent, or representative of any other Party for any purpose whatsoever, (ii) create any partnership or joint venture between or among the Parties, (iii) confer on any Party any expressed or implied right, power, or authority to enter into any contract, express or implied, or to incur or assume any obligation or liability, on behalf of any other Party, or (iv) require any Party to take any action which is contrary to any contract to which it is already bound, or to any regulatory or other applicable legal requirement or standard.

6.2 Own Expenses. Other than the Curriculum Materials and Support Services, Licensee must furnish all materials necessary to screen social justice films for viewing by the general public consistent with the MMP Principles, and Licensee will incur all expenses associated with performance under this contract, including but not limited to any expenses for providing a suitable venue, insurance, or screening rights. Licensee will receive no monetary compensation, cash, or other in-kind support from MMP under this Agreement, except as expressly provided for in Exhibit B.

6.3 Benefits. Licensee acknowledges that Licensee and Licensee's volunteers, employees, or contractors will not receive benefits from MMP either as consultants or employees, including without limitation paid vacation, sick leave, medical insurance, and 401(k) participation. If Licensee or a Licensee volunteer, employee, or contractor is reclassified by a state agency, federal agency, or court as an employee of MMP, they will become a reclassified employee and will receive no benefits except those mandated by state or federal law, even if by the terms of MMP's benefit plans in effect at the time of the reclassification they would otherwise be eligible for benefits.

7. INSURANCE

7.1 Licensee Coverage. Licensee will procure, or ensure that the Venue procures, at its sole cost and expense commercial general liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by Licensee, or Licensee's agents, representatives, employees, and/or subcontractors. The costs of such insurance will be paid by Licensee or the Venue. The

deductible and/or self-insured retention of the policies will not apply to Licensee's liability to MMP and will be the sole responsibility of the Licensee. MMP reserves the right to request that Licensee submit for MMP's review the certificate(s) of insurance evidencing compliance with all requirements set forth in this Section 7.

8. WARRANTIES AND DISCLAIMERS

8.1 Enforceability. Licensee represents and warrants that the entering into and performance of this Agreement by Licensee does not and will not: violate, conflict with, or result in a material default under any other agreement to which Licensee is a party or violate any applicable law or government regulation.

8.2 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, THE MMP MATERIALS, MARKS AND SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. MMP HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE

8.3 Liability Limitations. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF ANY THEORY, CONTRACT, TORT OR OTHERWISE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR LOST PROFIT DAMAGES IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT. THIS LIMITATION INCLUDES INSTANCES WHERE THE PARTY IS AWARE OF OR SHOULD KNOW THAT SUCH DAMAGES ARE POSSIBLE. In no event will the aggregate liability of MMP arising out of or related to this Agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, including infringement of any third party's intellectual property rights, or any other legal or equitable theory exceed the total amounts paid or payable to MMP under this Agreement in the one-year period preceding the event giving rise to the claim. The foregoing limitations apply even if any remedy fails of its essential purpose.

9. INDEMNIFICATION

9.1 Indemnification by MMP. MMP will indemnify, defend, and hold harmless Licensee and its officers, directors, employees, agents, successors, and assigns from and against all losses arising out of or in connection with any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") relating to any actual or alleged breach by MMP of any obligation under this Agreement, or (b) copyright or trademark infringement, resulting from the use of the licensed Marks or Curriculum Materials by Licensee in accordance with this Agreement.

9.2 Indemnification by Licensee. Licensee will indemnify, defend, and hold harmless MMP and its officers, directors, employees, volunteers, agents, successors, and assigns from and against any Third-Party Claim arising directly or indirectly from or in connection with: any of Licensee's activities in connection with the screening and public display of social justice films; any breach

by Licensee of any obligation under this Agreement; any negligent, reckless, or intentionally wrongful act of Licensee; any failure of Licensee to perform under this Agreement in accordance with all applicable laws, rules, and regulations; any copyright or trademark infringement except to the extent any such Third-Party Claim is covered by MMP's indemnity obligations in Section 9.1; or any obligation imposed on MMP to pay employee withholding taxes or similar items, or resulting from a determination that Licensee is not an independent contractor.

9.3 Indemnification Procedure. Each Party will promptly notify the other Party in writing of any Third-Party Claim for which such Party believes it is entitled to be indemnified pursuant to this Section 9. The Party seeking indemnification (the "**Indemnitee**") will cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor will promptly assume control of the defense and investigation of such Third-Party Claim and will employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor will not settle any Third-Party Claim without the Indemnitee's prior written consent, which will not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Third-Party Claim, the Indemnitee will have the right, but no obligation, to defend against such Third-Party Claim, including settling such Third-Party Claim after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee's failure to perform any obligations under this Section 9 will not relieve the Indemnitor of its obligations under this Section 9, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

10. MISCELLANEOUS

10.1 Services and Information Prior to Effective Date. All services performed by Licensee and all information and other materials disclosed between the Parties prior to the Effective Date will be governed by the terms of this Agreement, except where the services are covered by a separate agreement between Licensee and MMP.

10.2 Assignment; Successors and Assigns. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Licensee, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of MMP. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns. Any assignment in violation of the foregoing will be null and void.

10.3 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be: delivered in person, sent by first class registered mail, or air mail, as appropriate, sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address as set forth below, or delivered by email to the appropriate email address as set forth below. Either Party may change its address for notices by notice to the other Party given in accordance with this

subsection 9.3. Notices will be deemed given at the time of actual delivery in person or by email, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

10.4 Waiver; Amendment. Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the Party's right to take subsequent action. Exercise or enforcement by either Party of any right or remedy under this Agreement will not preclude the enforcement by the Party of any other right or remedy under this Agreement or that the Party is entitled by law to enforce. This Agreement may not be amended, except by a writing signed by both Parties.

10.5 Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the Parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the Parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

10.6 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, *e.g.*, www.docusign.com), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

10.7 Governing Law; Venue. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of Washington, without giving effect to the principles of conflict of laws. MMP and Licensee hereby irrevocably submit to the exclusive jurisdiction and venue of the federal and state courts located in King County, Washington, in any legal suit, action or proceeding arising out of or based upon this Agreement or any services provided by Licensee or MMP hereunder.

10.8 Dispute Resolution. The Parties must attempt to resolve any dispute arising in relation to this Agreement in accordance with this subsection 10.8 provided that nothing in this clause limits the ability of a Party to bring an action for urgent interlocutory relief in relation to a dispute. A Party claiming a dispute has arisen must promptly notify the other Party in writing of the existence and nature of the dispute. Within seven days after a notice is given under this subsection 10.8, each Party must nominate in writing to the other Party the person(s) authorized to settle the dispute on its behalf. During the 30-day period after a notice is given under this subsection 10.8 (or if the parties agree a different period, that period) each Party's nominee must use his

or her best efforts to resolve the dispute. If the dispute is not resolved within the time referred to in this subsection, then a Party that has complied with its obligations under this subsection may commence legal proceedings in relation to that dispute, and may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this Agreement. Pending the resolution of a dispute, the Parties must continue to perform their respective obligations under this Agreement.

10.9 Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

MEANINGFUL MOVIES PROJECT

Full Name:

Title:

Signature: _____

Effective Date:

Address for Notice: _____

10.10 Integration. This Agreement and all exhibits contain the entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the Parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either Party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving Party to object to these terms, provisions, or conditions.

(Licensee)

Full Name:

Title:

Signature: _____

Effective Date:

Address for Notice: _____

Venue Name:

Venue Primary Contact Name:

Venue Primary Contact Email:

Venue Address:

EXHIBIT A

MMP Principles

MMP asks that Licensee screening social justice films for viewing by the general public consistent with the following shared principles as the group leader of a Meaningful Movies Group:

- Offer a venue that is free and open to the public; so anyone can attend without stigmas;
- Provide an opportunity for participatory community discussion with every film event;
- Secure appropriate permissions for film and other copyrighted media;
- Provide a supportive environment where opinions can be discussed openly in a safe way;
- Operate in a respectful and non-violent manner;
- Mutually support a broad coalition of other groups doing aligned social justice work and who also agree to these principles;
- Share information via the MMP Databases about the films you screen, who you contacted for screening rights, your successes and challenges at your film events, and any best practices you want to share;
- Help actively support and expand the concept and name “Meaningful Movies” to the benefit of all our members and our communities;
- Choose documentary films that support social justice values and a world where all hungry are fed, all sick are cared for, the environment is treasured, and all are treated with love and compassion;
- “Pay it forward” and help new Meaningful Movies Groups get started by supporting the Meaningful Movies Project with a financial gift—the amount of which will be determined locally by each Meaningful Movies Group;
- Operate as volunteer-organized, and not for personal profit; and
- Remain autonomous and independently accountable.

EXHIBIT B

SUPPORT SERVICES

MMP will provide the following services to support the Licensee and the Meaningful Movies Group operating in the Territory:

- (a) ***MMP Website*** - The MMP Website is the primary resource for Meaningful Movies Groups; we use it to promote each Meaningful Movies Group, their films, speakers, and communities. Each Meaningful Movie Group has a dedicated page to publicize upcoming events and engage their local communities. Our website is also the hub for policies and procedures, and a resource link for Meaningful Movies Groups across the Meaningful Movies Network.
- (b) ***MMP Toolkit*** - The MMP Toolkit is a detailed curriculum for new and existing Meaningful Movies Groups to help them run events, manage donations, use the MMP databases, choose films, advertise and market films, fundraise, and develop community partnerships. We also provide guidance for securing appropriate rights to films and screening copyrighted materials.
- (c) ***MMP Databases*** - The MMP Databases allow Meaningful Movies Groups to search for and find new films, film distributors, and guest speakers, and to share information about events and event planning. Only Meaningful Movies Groups may access and use the MMP Databases, and each Meaningful Movies Group contributes regularly to the databases by reporting events, logging successes and challenges, and providing other information for the benefit Meaningful Movies Network as a whole.