

SERVICES AGREEMENT

This SERVICES AGREEMENT (the "Agreement") is made as of the ____ day of _____ 2016 by and between [Company], _____ a [State] ____ [Entity Type] _____ with 501(c)(3) status having a place of business at [Address] _____ ("NFP") and *Seed&Spark Inc.*, a Delaware corporation having a place of business at 844 East Kensington Road, Los Angeles, CA 90026 ("Company"), as follows:

1. Recitals

WHEREAS, Company is a multi-faceted entity that, among other endeavors, provides funding facilitation services to independent filmmakers and production entities and desires to so provide such services to NFP; and

WHEREAS, NFP is a nonprofit 501(c)(3) organization that [ADD DESCRIPTION],

_____ and is producing an audio-visual project that is consistent with NFP's mission, goals and purposes, currently entitled [TITLE] _____ written by [NAME] _____ and to be directed by [NAME] _____ (the "Project"), and for which such Project NFP desires to use Company's funding facilitation services.

NOW, THEREFORE, for the consideration provided for herein, and other good and valuable consideration, the receipt and sufficiency of which is agreed upon by the parties hereto, the parties agree as follows:

2. Services

Subject to the terms of this Agreement, Company will provide funding facilitation services to the NFP with respect to the Project, in accordance with Company's standard practices in so providing such services. The Project and all pertinent persons associated with the Project shall be subject at all times to both Company's and NFP's independent terms and conditions (compliance of which is the responsibility of each such person, respectively). In no instance will either party be required by this Agreement to commence, continue to work on, and/or support the Project. The parties shall market and promote the Project as mutually agreed between the parties; provided, however, that neither party shall have any obligation to so market and/or promote the Project and if either party determines not to so market/promote (or to cease same), the other party shall immediately remove such party's association/affiliation with respect to the Project in all mediums throughout the world controlled by the removing party. In no event will either party use the other party's name, brand(s), and/or intellectual property of any kind or nature in a negative, disparaging, mocking or defamatory manner (regardless of the veracity or purported veracity of such use), which restriction shall extend to the party's respective owners, managers, employees, agents, and/or legal representatives.

3. Term/Termination

The term of this Agreement shall commence upon full execution hereof and continue thereafter indefinitely unless sooner terminated as provided herein (the "Term"). Either party may terminate this Agreement at any time with at least thirty (30) days advance written notice to the other party (email notice to a senior executive of either party with confirmed receipt shall suffice).

4. Other Terms

NFP hereby appoints Company, and Company accepts appointment, as NFP's service provider for the limited purpose of facilitating funding and contributions on behalf of the Project, subject to the terms of this

Agreement and the Company's Terms of Service, as same are available and may be updated from time to time on Company's website (the "TOS"). Company agrees to report to NFP each contribution and to provide NFP with appropriate and standard related information, less Company's standard fees and credit card fees and any pertinent third-party vendor fees (it being understood by NFP that Company currently uses Stripe to handle Company's payment processing and related matters, and NFP will be subject to Stripe's terms and conditions). NFP understands and agrees that Company's fees with respect to the Project are up to 5% of funding and or contributions actually obtained through Company with respect to the Project, all pursuant to Company's standard terms and conditions (including, without limitation, Company's current policy to allow supporters to cover Company's fees at checkout), all as provided for in the TOS. If and to the extent rewards are offered in exchange for contributions, NFP, in conjunction with the Project owner, shall determine the "fair market value" of such rewards. NFP shall also account for such rewards and prepare and provide all required receipts/filings with respect to same to Project owner and all applicable contributors to the Project, which receipts/filings shall clearly reflect that the "fair market value" of the reward is not included in the tax-deductible portion of the contribution, all pursuant to applicable laws and regulations. Company shall have no responsibility for the accuracy or completeness of any such "fair market value" determinations or receipts/filings and hereby disclaims any and all liability with respect to same, which liability NFP hereby expressly assumes and for which it indemnifies and holds Company harmless. For the avoidance of doubt: (i) the Project is owned and controlled by its respective owner(s), and not by Company; (ii) Company serves as a funding facilitator service only, and provides (or causes to be provided) funds actually received through the use of Company's services (less fees as provided for herein and in the TOS) to NFP as provided for in the TOS; (iii) in order for such funds to be provided to NFP, Company (or Stripe) may require from NFP an accurate W-9 form and bank account information in advance; and (iv) Company uses third-party vendor Stripe to effectuate such transfers and provide such funds, and NFP agrees to work with Company and/or Stripe to effectuate same.

5. Independent Contractor

The relationship of the parties shall be that of independent contractor and not as an employee, agent, representative (legal or otherwise) of the other for any purpose whatsoever, and neither party shall be liable for any benefits, taxes, or any other payments and/or obligations of the other party. This Agreement shall not be deemed to create any relationship of partnership, joint venture, or other agency between the parties hereto, and neither party shall make any representation to such effect. NFP understands and agrees that Company, as a service provider to Company with respect to the Project only, accepts certain fees in connection with the Project as provided for herein and in the TOS.

6. Disclaimers; Limitation of Liability; Indemnification

(A) Company hereby disclaims any and all responsibility, obligation and/or liability with respect to NFP's not-for-profit status and the Project (if and as applicable), and NFP understands and agrees that at all times during the Term and thereafter, NFP shall be solely responsible for maintaining its non-profit status (including without limitation its 501(c)(3) status); failure by NFP to so maintain such status shall in no event be Company's responsibility and NFP hereby releases and waives any and all claims it may have to the contrary against Company and its affiliates, and any of its or their respective officers, managers, employees, shareholders, agents, and/or legal representatives, and holds each such person harmless from any and all liability with respect to same.

(B) NFP understands and agrees that Company is a for-profit entity and enters into this Agreement with full knowledge of same. NFP hereby knowingly and willingly accepts any risks associated with its entry into this Agreement. Other than as specifically provided in this Agreement, Company makes no representations or warranties including without limitation with respect to the tax implications, if any, of entry into this Agreement. In the event of a dispute between the parties pertaining to this Agreement, NFP agrees that

Company's maximum liability to NFP shall be limited to one-half of the fees actually paid to Company hereunder.

(C) NFP acknowledges that the disclaimers and protections contained in this Section 6 are reasonable and necessary in order to protect Company's legitimate business interests, and that any violation of these provisions by NFP would result in damages to Company, for which NFP hereby agrees to and shall indemnify Company (including for related attorneys' fees and costs). This Section 6 shall survive termination of this Agreement.

7. Governing Law; Venue

The provisions of this Agreement shall be construed in accordance with, and governed by, the laws of the internal laws of the State of California without regard to principles of conflicts of laws. The parties agree that any dispute concerning or pertaining to this Agreement shall be brought in the State or Federal Courts located in the County of Los Angeles, California.

8. Miscellaneous

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given without effect without the invalid provisions or applications and to this end the provisions of this Agreement are declared to be severable. The recitals contained at the beginning of this Agreement are an integral part hereof and are made a material part hereof by this reference. The headings of in this Agreement are for convenience only and shall not be used to interpret the terms of this Agreement. This Agreement may be executed electronically and/or in counterparts (including those transmitted by electronic means), each of which shall be deemed an original and all of which taken together shall be one and the same document. Each party represents and warrants that it has the requisite corporate authority to enter into this Agreement and abide by its terms, and has had the opportunity to consult with independent legal counsel of its choosing; no negative inference shall apply to either party under any interpretation of this Agreement, it being acknowledged and agreed by the parties that this Agreement shall have been deemed to be mutually drafted by the parties hereto. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

10. Entire Agreement

This Agreement and the TOS constitutes and contains the complete understanding and agreement of the parties with respect to the subject matter addressed herein, and supersedes and replaces all prior negotiations and agreements, whether written or oral, concerning the subject matter hereof.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Services Agreement as of the date first above written.

COMPANY:
SEED&SPARK INC.

NFP:
[NAME]

By:
Its:
Email:

By:
Its:
Email: