

LICENSING AGREEMENT

This License Agreement (this "Agreement") is made as of the 1 day of January, 2025 (the "Effective Date") by and between InnerScience Research Fund ("Owner") and YOUR ORGANIZATION ("User").

The Parties agree as follows:

1. License. Owner hereby grants to User a non-exclusive license to use **SOURCE - It's Within You** (the "Film") solely for the limited purposes of screening the film for 1 day. User is authorized to use the Licensed Film at a single location for a local, live audience only. Online viewing or streaming is not allowed.

2. Consideration. As consideration for the license granted and described in this Agreement, User shall pay to Owner the following fees and/or royalties:

Type of Payment	Payment Due Date	Payment Amount
Royalty Payment	01/01/2025	\$5,000.00

Payment may be made by credit card or ACH/Direct Deposit. Payment shall be made within ten (10) days of the signed agreement and before the Film is provided from Owner.

3. Right to Sublicense. User has no right to grant sublicenses to any third party.

4. Copies. User shall not make copies of the Film.

5. Intellectual Property Notice and Markings. In no event may User remove or add any copyright or intellectual property notice, proprietary legend, trademark or service mark in the film.

6. Quality Control. User agrees that any use of the Film does not include promotion of any other events, products, or services. Owner may reasonably request that User deliver representative samples of any promotional materials or website referencing or promoting the Film to ensure compliance.

7. Ownership of Film. User agrees that, subject to the rights and licenses granted herein, Owner is, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all the Film and any copies of the Film.

8. Term. This Agreement will commence on the Effective Date and will continue in full force and effect for an initial period of sixty (60) days, during which time the Film can be screened for one (1) day and one (1) day only.

9. Termination. Either party may terminate this Agreement immediately upon delivery of written notice to the other party specifying clearly the grounds for termination if the other party commits a material breach of its obligations under this Agreement and fails to cure the breach within thirty (30) days after written notice of the breach is received by the breaching party. For the avoidance of doubt, termination will be without prejudice to any liability incurred prior to the effective date of termination.

10. Assignment. This Agreement may not be assigned by User without Owner's prior written consent.

11. Entire Agreement. This Agreement and the attachments hereto represent and constitute the entire agreement between the parties, and supersede and merge all prior negotiations, agreements, and understandings, oral or written, with respect to any and all matters between the parties.

12. Governing Law. The parties hereby agree that this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Washington, without reference to rules governing choice of laws.

13. Disputes. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

Signature

Name and Title

YOUR ORGANIZATION

Andrew Wright, CEO

InnerScience Research Fund