

BoxOffice® Encore, LLC
INDIE MARKETING PROGRAM™
PARTICIPATION AGREEMENT

This Participation Agreement is made as of the date set forth below between **BoxOffice® Encore, LLC**, a Delaware limited liability company ("**BXE**") and the undersigned entity ("**Participating Member**").

BACKGROUND

The Participating Member is an active member of the Cinema Buying Group semi-autonomous buying program ("**CBG**") of the National Association of Theater Owners ("**NATO**"). Under NATO's CBG program, NATO has contracted with BXE to provide BXE's "**Indie Marketing Coalition™**" independent theater exhibitor marketing program ("**IMC**"). Offered, developed and supported by BXE, the IMC program is designed, among other things, to allow Member Exhibitors to participate in studio, vendor and branded promotions, strategies, and sweepstakes. The program includes BXE's procuring: (a) digital film assets to be used on websites, mobile applications, emails and otherwise; (b) in-theatre marketing materials (e.g. bus shelters, mini 1-sheets); and (c) additional digital technology assets for use by Participating Members that are Participating Members in NATO's CBG program. If the group has sufficient interest, in a second phase, the program might include concession advertising on collateral such as popcorn bags and drink cups. The IMC program is subject to change with NATO's approval.

In consideration of the foregoing recitals and the mutual promises hereinafter set forth herein, and to induce BXE to provide the IMC program to Participating Member, the parties agree as follows:

1. Website Requirement for Eligibility. Confirming its eligibility to participate in the BXE IMC program, Participating Member represents and warrants that it has a functioning website at the time of its execution of the Participation Agreement; or, if it has no functioning website, Participating Member will, at a minimum, cause one to be functional within sixty (60) days of the date on which the Participating Member signed this Agreement.
2. Participating Member's Agreement to Participate. Participating Member agrees to use all materials provided by BoxOffice Encore, including but not limited to digital assets, marketing materials, social media posts and all other materials supplied, provided that such use does not require any out-of-pocket costs payable by Participating Member other than costs of managing its own website(s). Participating Member is not obligated to promote any genre (i.e. Animation) or particular studio's product if they do not historically play that genre or work with that studio. However, Participating Member must notify IMC immediately if they will not be playing a particular genre or film. Notification should be sent to imc@2656marketing.com within 3 days of receipt of the promotion details and instructions. For quality and process improvement, Participating Member shall complete surveys and respond promptly to BXE's requests for feedback, comments on proposed marketing tools and techniques and occasional interviews.
3. Participating Member's Box Office Data. Participating Member agrees to provide to BXE confidential box office data ("**Box Office Data**") for use in operating BXE's IMC program. Without limitation, Box Office Data shall include (i) Participating Member's market share (broken down by dollars and admissions as requested), (ii) information about Participating Member's participation in the IMC program, (iii) allocation of market share by whether the movies are first-run on or off break theater exhibitions or not, and (iv) other confidential information of the Participating Member that may be useful or necessary for BXE to develop, support and manage the IMC program. BXE may use Box Office Data to develop IMC marketing projects and may share de-identified and aggregated Box Office Data with studios, vendors and brands to demonstrate achievement of performance goals of the IMC program.
4. Confidentiality of Box Office Data and BXE IMC Program Materials. BXE agrees that: (a) Box Office Data will be kept strictly confidential and not disclosed for any purpose except as provided in this Agreement; and (b) any unauthorized disclosure thereof will be immediately reported to Participating Member. Participating Member agrees to keep strictly confidential and not disclose, prior to publication authorized by BXE, this Agreement and all BXE-proposed IMC marketing materials, IMC program elements and IMC strategies. Such duties shall not apply to confidential information (i) publicly disclosed or otherwise available from others (such as by unrestricted publication of marketing materials by BXE or

other Participating Members) without any breach or fault by the party receiving it, or (ii) disclosed under legal compulsion, provided the disclosing party shall have used reasonable efforts to promptly notify the other party of the pendency of such legal compulsion. This will not preclude BXE from communicating the list of Participating Members to studios, vendors and others participating in the IMC program.

5. **Trademarks.** Each party acknowledges that the other party (and each IMC-participating studio, vendor and brand) retains full and exclusive ownership of its trademarks, tradenames, service marks and logos and all federal and state registrations applicable thereto. Neither party shall grant any right or license to use any trademark, tradename, service mark or logo owned or utilized by the other party without the prior written consent of the party having ownership thereof. Neither party shall use any trademark, tradename, service mark or logo or any technical data owned or utilized by the other party, without the prior written consent or approval of the other party having ownership thereof.

6. **Term.** The term of this Agreement shall commence on the date of signature by Participating Member ("**Commencement Date**"). This Agreement shall continue indefinitely until terminated by either party upon 30 days' prior written notice or upon expiration or termination of the NATO-BXE CBG/IMC agreement. Upon termination, each party shall return to the other party all confidential information of the other party or certify the destruction of such confidential information.

7. **Notices.** Notices to BXE under this Agreement shall be by e-mail to imc@boxoffice.com with certified return receipt copy) to BXE at its address set forth below or, if different, at the address set forth on its website www.boxoffice.com. Notices to the Participating Member shall be given simultaneously to its e-mail and postal address set forth below. Notices shall be effective seven days thereafter.

8. **Miscellaneous.** If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. This Agreement shall only be modified or amended by an instrument in writing signed by each party hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and permitted transferees and assignees. The failure of any party to promptly enforce its rights herein shall not be construed to be a waiver of such rights unless agreed to in writing. This Agreement shall be governed by and construed and enforced in accordance with, the laws of the County of New York and the State of New York, excluding choice of law principles. Any dispute between the parties arising out of this Agreement shall be conclusively and exclusively resolved by binding arbitration by one arbitrator held in New York, New York, under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Any demand for arbitration must be made within one year after the claim first arose, unless extended by law. The arbitrator may order injunctive relief, but such relief shall be in addition to the injunctive relief available in any court of competent jurisdiction. The final award must be made in writing. Subject to New York law and this Agreement, the arbitrator may grant only compensatory damages and costs to the prevailing party (but not punitive or exemplary damages and attorneys' fees and costs related to punitive or exemplary damages). The award may be enforced by any court of competent jurisdiction. This Agreement may be executed in multiple counterparts, each of which may contain the signatures (which may be original, electronic, facsimile or copy thereof) of one or more of the parties, all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the dates set forth below.

Participating Member	BoxOffice Encore, LLC
Entity Name: _____	Box Office Encore, LLC
State of Incorporation/Formation: _____	Delaware
Functioning website address: _____	www.boxoffice.com
e-mail address for notices: _____	imc@boxoffice.com
Postal address for notices: _____	BoxOffice Encore, LLC, c/o KVB, Suite 3502 60 Broad Street, New York, NY 10004
Name of contact person (who is the signatory here): _____	Name of contact person (who is the signatory here): Julien Marcel
Title of signatory: _____	Title: Manager

<i>Participating Member</i>	<i>BoxOffice Encore, LLC</i>
Signature: _____	Signature: /s/ Julien Marcel

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