

This Participation Agreement ("Agreement") is made and entered into as of [Date], between RegenWeek Tulum ("RWT") and [Producing Organization] ("Producing Organization").

Whereas, RWT is the producer of RegenWeek '24 (the "Event") scheduled to take place from March 21 to March 28, 2024 in Tulum, Mexico with the purpose of convening regenerative visionaries, landowners, investors, and providers of services and products to collaborate in transforming our world; and

Whereas, Producing Organization is interested in participating in the Event by producing their own Producing Organization Event ("POE") as more specifically described in Exhibit A, attached hereto.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Submission by Producing Organization:

- a. Producing Organization agrees to submit a proposal and the participation fee of [\$] on or before January 15 to February 1, 2024 in accordance with the guidelines and criteria provided by RWT.
- b. During the Call for Entries process, it is anticipated that the parties will discuss the relevance and appropriateness of the POE and also ensure that the Producing Organization and its POE meets the regenerative and other criteria set forth by RegenWeek Tulum, as outlined in the Call for Entries Outreach Package provided by RWT in Exhibit "A" attached hereto. The RWT Curatorial committee will announce final selections and schedule on or around January 25 to February 1, 2024.

2. Event Production and Participation:

- a. RWT will have complete and sole discretion for developing, designing, organizing, marketing, and producing the Event and shall bear all costs and expenses associated with the Event.
- b. Unless otherwise agreed in writing, RWT shall in no manner be responsible for any costs or expenses related to the POE. The Producing Organization will be solely responsible for producing, organizing, and marketing their POE during the Event and all costs associated therewith, including, but not limited to, all flights, accommodations, meals, transportation, employee and contractor expenses, costs of venue rental and all AV, insurance, meals, materials and marketing expenses.
- c. Producing Organization agrees to submit a complete entry listing, including event details (i.e., venue, attendees, speakers, topics, and purpose), schedule preferences, and any other information reasonably required by RWT by the specified deadline of January 15 to February 1, 2024.

3. Sales, Sponsorship and Ticketing:

- a. Producing Organization may market to, accept, and promote its sponsors only for their POE but shall not directly or indirectly compete with, circumvent, interfere with, or solicit confirmed or proposed sponsors of RWT, or their officers, directors, employees, and/or agents. RWT will provide the Producing Organization with a written list of RWT's confirmed and proposed sponsors on or before [Date] that are subject to the non-circumvention provided in the paragraph. The Producing Organization shall, in turn, provide RWT with a written list of its confirmed and proposed sponsors on or before [Date].
- b. Unless otherwise agreed in writing, each party shall be entitled to keep all proceeds from their respective sales of sponsorships, services, and products.
- c. The Producing Organization may sell its own tickets for its POE. If, however, the Producing Organization, chooses to sell tickets to it POE through RWT's ticketing platform, RWT will retain [15%] of the gross ticket price ("Distribution Fee"). Any expenses incurred by RWT for the sale of tickets including, but not

limited to, credit card, merchant, processing, and delivery fees ("Transaction Fees") shall be deducted from the remittances made by RWT to Producing Organization. RWT shall remit all receipts for ticket sales minus the Distribution Fee and the Transaction Fees to Producing Organization within fifteen (15) days after actual receipt by RWT. In the event of any returns or chargebacks paid by RWT for the POE tickets, RWT shall have a right to collect such fees in future transactions.

- d. ProducingOrganizationwillprovideRWTaspecifiednumberofcomplimentary tickets for access to your Event.
- e. All promotion for said event must contain the official RegenWeek logo and copy as such: An Official Event of <logo> RegenWeek '24.

4. Support and Benefits provided by RegenWeek Tulum:

- a. RWT will offer a list of suggested venues for consideration by Producing Organization, if necessary. RWT will provide the Producing Organization assistance with venue choice and introductions.
- b. The POE will be featured in the RegenWeek Program Guide and on the official RegenWeek website schedule.
- c. Additionally, RWT may in its discretion, without obligation to do so unless agreed in writing, utilize the name, logo, trademark, likeness, and information about the Producing Organization, and its officers, employees, and agents, in emails, texts, ads, social media and other marketing materials.
- d. RWT will have the ability to display signage featuring RWT sponsors' logos at Producing Organization's event.
- e. The RWT program schedule will be distributed at the Producing Organization's event.
- f. The scheduled time for the POE will be determined based on the Producing Organization's preferred time slots, subject to the written authorization of RWT.

- g. Producing Organization's event venue will be included on the RegenWeek shuttle map if it is located within 30 minutes of RegenWeek headquarters.
- h. Producing Organization will be allocated space on a table at RegenWeek headquarters for the distribution of promotional flyers.
- **5. Termination of Agreement:** Either party may terminate this Agreement in the event of a material breach by the other party by providing ten (10) days prior written notice.
- **6. Indemnification:** Both parties agree to defend, indemnify and hold each other harmless from any claims, liabilities, proceedings, action, settlements, judgments, costs, and expenses, including reasonably attorneys' fees, arising from their respective obligations under this Agreement and acts, errors, and omissions related to this Agreement.
- **7. Confidentiality:** Both parties agree to maintain in confidence the terms and conditions of this Agreement and any proprietary information shared.

8. General Provisions:

- a. Governing Law. This Agreement is entered into and shall be performed in the County of [Name], [State] and shall be governed by and construed in accordance with the laws of [State].
- b. Intellectual Property and Relationships. With the exception of the limited rights granted herein or as may be expanded by mutual written agreement, the parties shall each retain all rights in and to all of their respective intellectual property and relationships. Limitation of Liability. Neither party shall be liable to the other party for loss of profits, business, or for any punitive, special, consequential, exemplary, incidental or other indirect damages arising out of this Agreement, however caused, and whether arising under contract, tort (including negligence), or any other theory of liability, except for willful misconduct or gross negligence. The limitations set forth herein shall apply even if the potentially liable party has been advised of the possibility of such damages in advance.

C.	Counterparts. This Agreement may be executed in one or more counterparts,
	which may be electronically signed and delivered and when taken together
	shall constitute one instrument.

d. Entire Agreement. This Agreement, including any Exhibits and documents referred to in this Agreement or attached hereto, constitutes the entire understanding of parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may only be amended by a writing signed or acknowledged in writing by the parties.

> Authorized Signature Printed Name and Title Printed [Producing Organization]

> Authorized Signature, Printed Name and Title Printed [RegenWeek Tulum]

Exhibit 'A'

The parties agree to adhere to the following RegenWeek '24 Timelines:

- January 1 Call for Entries opens
- February 1 Call for Entries closes
- February Program Guide listings due January 15
- February 1 Full promotion program commences/Tickets on sale
- February 15 RegenWeek '24 website schedule online
- March 1 RegenWeek '24 Program Guide published
- March 21 28 RegenWeek '24 in Tulum

The parties agree to the following Participation Fees:

Individuals: \$50Small Orgs: \$100Large Orgs: \$250Corporations: \$500

(Payable @ https://www.paypal.com/donate/?hosted_button_id=EZMXRZPCGD2EC)

Submission Criteria

To have the POE considered for RegenWeek '24, Participating Organization must align with the New Earth principles articulated in the link below and be fully committed to them. These New Earth Principles were developed by GaiaNet (www.gaianet.earth) as part of their New Earth Manifesto. https://docs.google.com/document/d/1AU3i7nk7uMyU7zSmDNOhN88iMFEr3ycVmgjNLDDA-jw/edit#heading=h.68egOng317s

These principles aren't just a set of criteria or a checklist. They are a guiding philosophy, an ethical compass, helping us to identify and amplify events that align with the goal of a sustainable, equitable, and thriving world. They serve as a filter, ensuring we support projects that truly align with this regenerative and inclusive vision for our shared future. They remind us that the transformation we seek isn't just about technological innovation or economic reform, but also about fostering deeper connections with nature and ourselves, respecting and learning from first-nation people and ancient wisdom, and

building systems that are not only sustainable but regenerative, leaving the world better than we found it.

Events curated into RegenWeek '24 are expected to:

- 1. Solve pressing global issues;
- 2. Employ practices that regenerate resources;
- 3. Share resources, and promote collaboration and adaptability;
- 4. Encourage transparency and resist power abuse;
- 5. Have measurable positive impacts;
- 6. Secure financial sustainability; and
- 7. Honor ancient wisdom

If your project doesn't align powerfully with these principles, please consider postponing your event this year, and work to align yourself for future ones. Thank you for your interest.