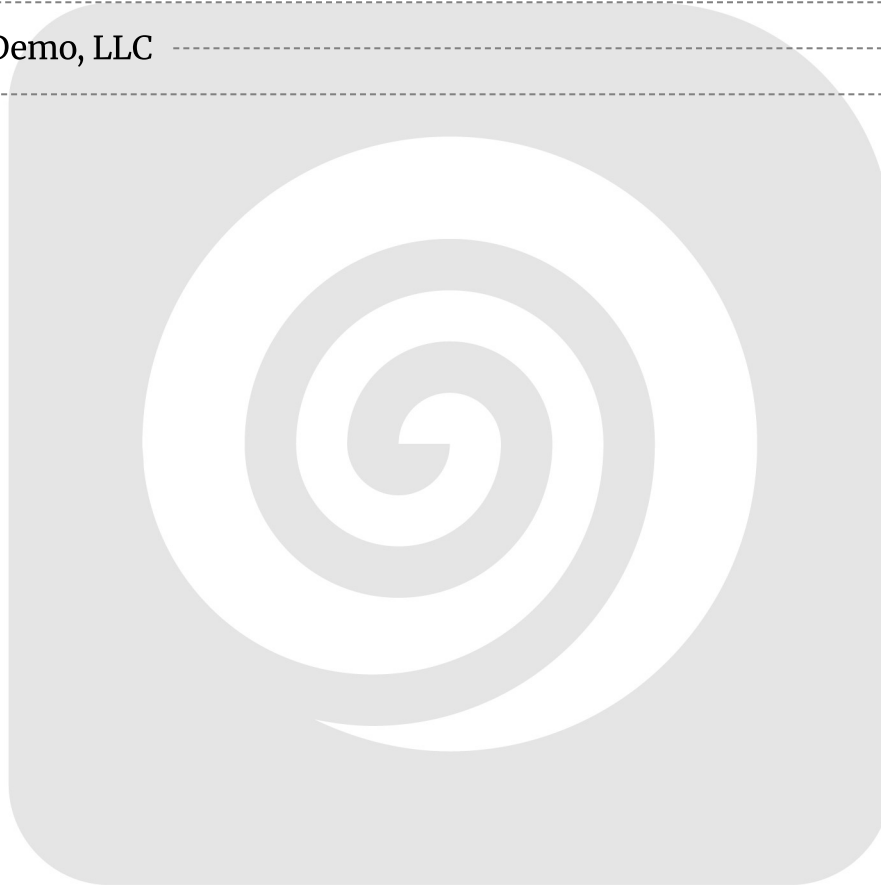


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Introduction and Parties

This Recording Agreement (the "Agreement") is made and entered into as of January 1, 2024, by and between Docupal Demo, LLC, a company organized under the laws of United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Label"), and Acme, Inc, also known as ACME-1, a business entity organized under the laws of United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Artist").

Purpose

The Label desires to engage the services of the Artist for the exclusive recording and distribution of the Artist's musical performances. The Artist desires to be engaged by the Label for these purposes, and to grant the Label certain rights related to these recordings.

Scope

This Agreement sets forth the terms and conditions under which the Artist will provide recording services to the Label. It defines the rights granted to the Label, including, but not limited to, the right to record, reproduce, distribute, and otherwise exploit the Artist's musical performances. It also outlines the financial arrangements between the parties, including royalty rates, advances, and payment schedules.

Grant of Rights

ACME-1 hereby grants to Docupal Demo, LLC, its successors, and assigns, the exclusive and irrevocable right to record, reproduce, and distribute ACME-1's performances. This grant includes all musical compositions and sound recordings created during the term of this Agreement.



Ownership of Master Recordings

Docupal Demo, LLC shall own all rights, title, and interest in and to the master recordings produced under this Agreement. This ownership extends to the copyrights in the sound recordings themselves.

Exclusive Rights

ACME-1 grants Docupal Demo, LLC the exclusive right to:

- Manufacture, distribute, and sell records embodying the performances worldwide.
- License the master recordings for use in any and all media, now known or hereafter devised.
- Publicly perform the master recordings.
- Create derivative works from the master recordings.

Sublicensing

Docupal Demo, LLC retains the right to sublicense any of the rights granted herein to third parties. ACME-1 will be notified of any sublicensing agreements.

Royalty and Payment Terms

ACME-1 will receive royalties based on Net Sales of Recordings. The royalty rate is defined as a percentage of revenue earned by Docupal Demo, LLC from exploitation of master recordings, after deductions.

Royalty Calculation

The royalty rate payable to ACME-1 will be 15% of Net Sales. "Net Sales" means gross income less permitted deductions. Permitted deductions include costs for packaging, shipping, taxes, and any applicable platform fees.



Advances

Docupal Demo, LLC may provide advances to ACME-1. These advances are recoupable from ACME-1's royalties. Recoupment will occur at a rate of 50% of royalties earned each period. No royalties will be paid until the advance is fully recouped.

Reporting and Payment

Docupal Demo, LLC will provide royalty statements to ACME-1 on a quarterly basis. These statements will detail sales and royalties earned. Payments will be made within 60 days after the end of each quarter. Payments will be made in USD, unless otherwise agreed.

Accounting

ACME-1 has the right to audit Docupal Demo, LLC's books and records relating to royalty payments. Any audit must be conducted by a qualified CPA. ACME-1 must provide written notice at least 30 days before the audit. Audits can only occur once per year. Audits are limited to the preceding 2 years. ACME-1 is responsible for audit costs unless the audit reveals an underpayment of 10% or more. In that case, Docupal Demo, LLC will cover reasonable audit costs.

Recording and Production Details

ACME-1 will record musical performances as agreed upon by both parties. Docupal Demo, LLC will oversee all aspects of production.

Recording Responsibilities

ACME-1 is responsible for delivering high-quality performances. Docupal Demo, LLC will provide qualified recording personnel. This includes engineers and producers. We will also secure suitable recording studios.



Production Costs

Docupal Demo, LLC will cover all recording costs. This includes studio time, engineer fees, and equipment rentals. ACME-1 is responsible for costs outside of the standard recording process, such as travel or session musicians, unless agreed upon in writing. An estimated budget will be provided and approved by both parties before commencement of recording.

Studio Arrangements

Docupal Demo, LLC will manage all studio bookings and scheduling. We will ensure the studios meet the technical requirements for the project. ACME-1 has the right to input on studio selection. However, Docupal Demo, LLC retains final approval.

Control of Final Master

Docupal Demo, LLC maintains control over the final master recordings. This includes mixing, mastering, and editing decisions. ACME-1 will be consulted during the mixing and mastering stages. Docupal Demo, LLC will address reasonable artistic concerns from ACME-1. However, Docupal Demo, LLC's decision is final to ensure commercial viability.

Term and Termination

Term

This Agreement will begin on August 9, 2025. The initial term lasts for one year.

Renewal

Docupal Demo, LLC has the option to renew this Agreement. Renewal must be done in writing.



Termination

Termination for Breach

Either party can terminate this Agreement if the other breaches its terms. The party seeking termination must provide written notice. The breaching party will have 30 days to cure the breach after receiving notice. If the breach is not cured, the Agreement may be terminated.

Termination for Failure to Meet Sales Targets

Docupal Demo, LLC can terminate this agreement if ACME-1 fails to meet mutually agreed upon sales targets. These targets will be outlined in Exhibit A. Written notice will be provided to ACME-1.

Effect of Termination

Upon termination, all rights granted to Docupal Demo, LLC will revert to ACME-1. Docupal Demo, LLC will cease all distribution and sales of recordings. Any pending payments will be settled according to the accounting terms in this Agreement.

Warranties, Representations, and Indemnities

Artist's Warranties and Representations

ACME-1 warrants and represents that it has the full right, power, and authority to enter into this Agreement. ACME-1 guarantees that it owns or controls all rights to the musical compositions and sound recordings it provides to Docupal Demo, LLC. ACME-1 assures Docupal Demo, LLC that the recordings do not infringe upon any third party's copyright, trademark, or other intellectual property rights. ACME-1 affirms that the musical works are original.



Indemnification

ACME-1 agrees to indemnify and hold harmless Docupal Demo, LLC from any claims, liabilities, damages, costs, and expenses arising from any breach of ACME-1's warranties or representations. This includes legal fees reasonably incurred by Docupal Demo, LLC. Docupal Demo, LLC will promptly notify ACME-1 of any claim. Docupal Demo, LLC has the right to control the defense of any claim.

Docupal Demo, LLC's Warranties and Representations

Docupal Demo, LLC warrants and represents that it has the full right, power, and authority to enter into this Agreement. Docupal Demo, LLC will fulfill its payment obligations.

Indemnification

Docupal Demo, LLC agrees to indemnify and hold harmless ACME-1 from any claims, liabilities, damages, costs, and expenses arising from any breach of Docupal Demo, LLC's warranties or representations. This includes legal fees reasonably incurred by ACME-1. ACME-1 will promptly notify Docupal Demo, LLC of any claim. ACME-1 has the right to control the defense of any claim.

Confidentiality and Publicity

Confidentiality

Both DocuPal Demo, LLC, and ACME-1 agree to keep the terms of this agreement confidential. This includes financial details, unreleased recordings, and business strategies. Neither party will disclose this information to third parties without prior written consent. This obligation continues even after this agreement ends.

Publicity

DocuPal Demo, LLC will manage all publicity related to ACME-1's recordings. We will consult with ACME-1 on publicity matters. DocuPal Demo, LLC has the right to use ACME-1's name, likeness, and biographical information for promotional purposes. These promotional activities support the distribution and marketing of the recordings.



Miscellaneous Provisions

Governing Law

This agreement will be governed by and interpreted according to the laws of the State of California. This applies without regard to conflict-of-law principles.

Dispute Resolution

Any disputes arising under or related to this agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in Los Angeles, California. The arbitrator's decision will be final and binding on both parties.

Assignment

Neither party may assign their rights or obligations under this agreement without the prior written consent of the other party. Any attempted assignment without such consent will be void.

Notices

All notices relating to this agreement must be in writing. Notices must be delivered by certified mail or email to the addresses listed in this agreement. Notice is effective upon receipt.

Entire Agreement

This agreement constitutes the entire agreement between the parties. It supersedes all prior or contemporaneous communications and proposals, whether oral or written, relating to its subject matter.

Amendments

Any amendment to this agreement must be in writing and signed by both parties.



Severability

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.

Waiver

No waiver of any breach of this agreement will be considered a waiver of any other breach. No waiver will be effective unless in writing and signed by the waiving party.

Counterparts

This agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Signatures

This Recording Agreement becomes effective as of the last date signed below.

DocuPal Demo, LLC

Signed: _____

Name: _____

Title: _____

Date: _____

ACME-1

Signed: _____

Name: _____

Title: _____



Date: _____

Instructions for Witness or Notarization:

It is recommended that each party have their signature witnessed by an impartial third party or notarized by a certified notary public. This provides additional legal security and verification of the authenticity of the signatures. The witness or notary should verify the identity of the signing party and attest that the signature was made freely and voluntarily. Please attach the appropriate witness attestation or notary acknowledgment to this Recording Agreement.

