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Introduction

Agreement Overview

This Film Distribution Agreement (the "Agreement") establishes the terms and conditions under which DocuPal Demo, LLC, a company organized in the United States and located at 23 Main St, Anytown, CA 90210 ("DocuPal"), grants certain distribution rights to Acme, Inc, located at 3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA ("ACME-1").

Purpose

The primary purpose of this Agreement is to grant ACME-1 the right to distribute a specific film within a defined territory. DocuPal intends to leverage ACME-1's distribution network and expertise to maximize the film's reach and revenue potential. ACME-1, in turn, seeks to add the film to its distribution catalog and generate revenue through its distribution efforts.

Grant of Rights

Docupal Demo, LLC grants to ACME-1, for the Term of this Agreement, the exclusive right to distribute the Film within North America.

Scope of Rights

The rights granted herein include the exclusive right to:

- Distribute the Film theatrically.
- Distribute the Film digitally.

Territory

The territory covered by this grant of rights is explicitly limited to North America.



Exclusivity

These rights are granted on an exclusive basis. Docupal Demo, LLC will not license these rights to any other party within North America during the Term.

Limitations

ACME-1 acknowledges that the rights granted herein are limited to those explicitly stated. All rights not expressly granted to ACME-1 are reserved by Docupal Demo, LLC. ACME-1 is not authorized to:

- Alter or modify the Film without prior written consent from Docupal Demo, LLC.
- Sub-license the distribution rights to any third party without prior written consent from Docupal Demo, LLC.
- Distribute the Film outside of North America.

Term and Termination

Initial Term

This Agreement will begin on August 9, 2025 and continue for an initial term of three (3) years.

Renewal

After the initial three-year term, this Agreement will automatically renew for an additional one (1) year, unless either party provides written notice of termination at least ninety (90) days before the end of the then-current term.

Termination

Docupal Demo, LLC may terminate this Agreement if ACME-1 materially breaches any of its obligations under this Agreement. ACME-1 may also terminate if Docupal Demo, LLC materially breaches this Agreement. Failure to meet the minimum performance thresholds outlined in Exhibit A may also result in termination. The non-breaching party must provide written notice of the breach. The breaching party



will then have thirty (30) days to cure the breach. If the breach remains uncured after thirty (30) days, the non-breaching party may terminate this Agreement immediately.

Financial Terms and Revenue Sharing

Docupal Demo, LLC ("Docupal") and Acme, Inc ("ACME-1") agree to the following financial terms for the distribution of the Film. All monetary amounts are expressed in United States Dollars (USD).

Minimum Guarantee

ACME-1 will pay Docupal a minimum guarantee of \$[Insert Amount]. This minimum guarantee is recoupable against royalties earned by Docupal. The minimum guarantee will be paid according to the following schedule:

- \$[Insert Amount] upon full execution of this Agreement.
- \$[Insert Amount] on or before [Date].

Royalty Payments

Docupal will receive royalty payments based on Net Receipts. "Net Receipts" are defined as gross revenues received by ACME-1 from the distribution of the Film, less allowable distribution expenses. Allowable distribution expenses include, but are not limited to:

- Marketing and advertising costs
- Duplication and shipping costs
- Third-party platform fees
- Sales commissions

The royalty rate payable to Docupal is [Insert Percentage]% of Net Receipts.

Revenue Calculation and Payment

ACME-1 will calculate Net Receipts on a quarterly basis. Royalty payments will be made to Docupal within [Insert Number] days following the end of each calendar quarter. Each royalty payment will be accompanied by a statement detailing the gross revenues, distribution expenses, and calculation of the royalty amount.



Accounting and Audit Rights

ACME-1 will maintain accurate and complete books and records regarding the distribution of the Film. Docupal has the right to audit ACME-1's books and records related to the Film's distribution. Docupal must provide ACME-1 with at least 30 days' written notice prior to conducting any audit. Audits will be conducted at Docupal's expense, unless an audit reveals an underpayment of royalties exceeding [Insert Percentage]%, in which case ACME-1 will bear the reasonable costs of the audit.

Revenue Projections

The following bar chart outlines projected revenue over the three-year term.

Delivery and Technical Requirements

DocuPal Demo, LLC will deliver the film to ACME-1 within 30 days of the effective date of this agreement. DocuPal Demo, LLC will bear all costs associated with the delivery of the film.

Technical Specifications

The film must meet the following technical specifications:

- **Format:** HD
- **Frame Rates:** As per industry standards for the specified format, to be mutually agreed upon.

ACME-1 reserves the right to inspect the delivered film to ensure it meets these technical requirements. Should the film not meet these standards, DocuPal Demo, LLC will be responsible for rectifying any deficiencies at its own expense. The rectified film must be re-delivered within 15 days of notification of the deficiency.

Marketing and Promotion Obligations

ACME-1 will be responsible for marketing and promoting the Film to maximize its reach and revenue within the Territory. ACME-1's marketing activities will include social media marketing and online advertising.



Marketing Budget

ACME-1 will allocate a minimum of \$10,000 per year for marketing and promotional expenses related to the Film. ACME-1 will provide Docupal Demo, LLC with a detailed breakdown of planned marketing expenditures upon request.

Promotional Materials and Approval

ACME-1 will create promotional materials, including but not limited to trailers, posters, and online advertisements. All marketing and promotional materials must be submitted to Docupal Demo, LLC for approval prior to distribution. Docupal Demo, LLC will review and provide feedback on the materials within [Number] business days of submission. ACME-1 will consider Docupal Demo, LLC's feedback and make revisions as needed.

Intellectual Property Rights and Ownership

DocuPal Demo, LLC retains all rights, title, and interest in and to the Film, including all copyrights, trademarks, and other intellectual property rights. ACME-1 acknowledges this ownership.

Use of Trademarks and Logos

ACME-1 is granted a limited, non-exclusive license to use DocuPal Demo, LLC's trademarks and logos solely for the purpose of marketing and distributing the Film as outlined in this Agreement. All usage of such trademarks and logos must adhere to DocuPal Demo, LLC's established brand guidelines, which will be provided separately. ACME-1 shall obtain prior written approval from DocuPal Demo, LLC for any use of trademarks or logos not explicitly covered in the provided guidelines.

Intellectual Property Infringement

DocuPal Demo, LLC will be responsible for handling any and all claims of intellectual property infringement related to the Film. ACME-1 agrees to promptly notify DocuPal Demo, LLC of any suspected or actual infringement of the Film's



intellectual property rights that comes to its attention. ACME-1 will reasonably cooperate with DocuPal Demo, LLC in the investigation and resolution of any such claims.

Confidentiality

Both Docupal Demo, LLC and ACME-1 agree to keep confidential all non-public information related to this Film Distribution Agreement. This includes, but is not limited to, financial terms, royalty rates, marketing strategies, and sales data.

Protection of Confidential Information

Each party must protect the other's confidential information using reasonable security measures. These measures will be no less protective than those used to protect its own confidential information of a similar nature.

Exceptions

The confidentiality obligations outlined in this Film Distribution Agreement do not apply to information that:

- Is or becomes publicly available through no fault of the receiving party.
- Was already known to the receiving party before disclosure by the disclosing party.
- Is independently developed by the receiving party.
- Is required to be disclosed by law or legal process.

Warranties and Representations

Producer Warranties

DocuPal Demo, LLC warrants that it has the full right, power, and authority to enter into this Agreement and to grant the distribution rights granted herein. DocuPal Demo, LLC represents and warrants that it owns all rights, title, and interest in and to the Film, including the copyright, and has the unencumbered right to grant the rights herein granted to ACME-1. DocuPal Demo, LLC warrants that the Film is original and does not infringe upon or violate any copyright, trademark, right of privacy, or any other personal or property right of any person or entity. DocuPal



Demo, LLC warrants that all necessary licenses, consents, and releases have been obtained for the use of any music, footage, or other copyrighted material included in the Film. DocuPal Demo, LLC warrants that there are no outstanding claims, liens, or encumbrances that would impair ACME-1's rights under this Agreement.

Distributor Representations

ACME-1 represents and warrants that it has the resources, expertise, and infrastructure necessary to effectively distribute the Film in accordance with the terms of this Agreement. ACME-1 represents and warrants that it will comply with all applicable laws and regulations in connection with its distribution of the Film. ACME-1 represents and warrants that it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

Mutual Assurances

Each party represents and warrants that the execution, delivery, and performance of this Agreement do not violate or conflict with any agreement, instrument, or understanding to which it is a party or by which it is bound. Each party warrants that it is not subject to any legal restrictions that would prevent it from fulfilling its obligations under this Agreement. Each party assures the other that all information provided in connection with this Agreement is true, accurate, and complete in all material respects as of the Effective Date. Each party acknowledges that the other party is relying on these representations and warranties in entering into this Agreement.

Indemnification

Each party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party (the "Indemnified Party"), its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any breach of any warranty or representation made by the Indemnifying Party in this Agreement.



Indemnification and Liability

Indemnification

ACME-1 shall indemnify, defend, and hold harmless Docupal Demo, LLC, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to ACME-1's distribution of the Film. This includes, but is not limited to, any claims of copyright infringement, defamation, or violation of privacy rights.

Limitation of Liability

Docupal Demo, LLC will not be liable to ACME-1 for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement or the distribution of the Film. Docupal Demo, LLC's total liability to ACME-1 under this Agreement shall not exceed the Minimum Guarantee paid by ACME-1 to Docupal Demo, LLC.

Claims Procedure

If any claim is made against Docupal Demo, LLC for which ACME-1 is obligated to indemnify Docupal Demo, LLC, Docupal Demo, LLC will promptly notify ACME-1 in writing of the claim. ACME-1 will have the right to control the defense and settlement of the claim. Docupal Demo, LLC will reasonably cooperate with ACME-1 in the defense of the claim. ACME-1 will not be liable for any settlement entered into by Docupal Demo, LLC without ACME-1's prior written consent.

Dispute Resolution

Initial Escalation

Any dispute arising from this Agreement will be initially addressed through escalation to senior management of both Docupal Demo, LLC and ACME-1. Both parties will nominate a senior manager to resolve the issue. These nominated managers will meet, either physically or virtually, to discuss the dispute and work towards an amicable resolution.



Arbitration

If senior management cannot resolve the dispute within thirty (30) days of the initial escalation, the parties agree to submit the matter to binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association.

Governing Law and Jurisdiction

The laws of the State of Delaware will govern the interpretation and enforcement of this Agreement. The arbitration will take place in Delaware, unless both parties agree to an alternative location. The decision of the arbitrator will be final and binding on both Docupal Demo, LLC and ACME-1, and enforceable in any court of competent jurisdiction.

Miscellaneous Provisions

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Such consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Notices

All notices and other communications required or permitted under this Agreement must be in writing. Notices are considered duly given when delivered by email and certified mail to the addresses listed in this Agreement.

Amendments

This Agreement may only be amended, modified, or supplemented by a written instrument signed by both Docupal Demo, LLC and ACME-1.



Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement. This is subject to circumstances beyond its reasonable control. Such circumstances include, but are not limited to, acts of God, war, terrorism, civil unrest, labor disputes, or governmental regulations. The affected party shall promptly notify the other party of such force majeure event and shall use commercially reasonable efforts to mitigate its effects.

Signatures

This Film Distribution Agreement is effective as of the last date of signing below.

DocuPal Demo, LLC

Signed: _____

Name: _____

Title: _____

Date: _____

Acme, Inc

Signed: _____

Name: _____

Title: _____

Date: _____

