

# Table of Contents

<b>Introduction and Parties</b>	<b>3</b>
Introduction	3
Parties	3
Purpose	3
<b>Grant of Rights</b>	<b>3</b>
Scope of Rights	4
Distribution Platforms	4
Exclusivity	4
Sublicensing	4
<b>Payment Terms and Revenue Share</b>	<b>4</b>
Payment Schedule and Currency	4
Minimum Guarantee and Advance	4
Royalty Payments	5
Reporting	5
<b>Term and Termination</b>	<b>5</b>
Term Length	5
Renewal	5
Termination	5
<b>Delivery and Technical Requirements</b>	<b>6</b>
Content Delivery	6
Technical Specifications	7
Metadata Requirements	7
Responsibility for Technical Issues	7
<b>Marketing and Promotion Obligations</b>	<b>7</b>
Marketing Responsibilities	7
Brand and Logo Usage	7
Promotional Cost Sharing	8
Cooperation	8
<b>Intellectual Property Rights</b>	<b>8</b>
Grant of Limited License	8
Protection Against Infringement	8
<b>Confidentiality</b>	<b>9</b>
Definition of Confidential Information	9



Obligations .....	9
Exceptions .....	9
Term .....	9
<b>Compliance with Laws and Regulations .....</b>	<b>10</b>
Content and Broadcast Standards .....	10
Data Privacy .....	10
Governing Law .....	10
<b>Dispute Resolution .....</b>	<b>10</b>
Escalation .....	10
Mediation .....	10
Arbitration .....	11
<b>Miscellaneous Provisions .....</b>	<b>11</b>
Amendment .....	11
Assignment .....	11
Notices .....	11
Force Majeure .....	12



# Introduction and Parties

## Introduction

This TV Distribution Agreement (the "Agreement") is made as of 2025-08-09.

## Parties

This Agreement is between DocuPal Demo, LLC, a company organized under the laws of United States, with its address at 23 Main St, Anytown, CA 90210 ("Licensor"), and Acme, Inc ("ACME-1"), a business entity organized under the laws of United States, with its address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Licensee").

## Purpose

The Licensor owns certain television programs and desires to grant the Licensee the right to distribute these programs. The Licensee wishes to obtain these rights for distribution in North America via streaming and broadcast platforms. This Agreement sets forth the terms and conditions under which the Licensee may distribute the Licensor's television programs, including the scope of distribution rights, payment terms, and intellectual property protection.

## Grant of Rights

DocuPal Demo, LLC grants to ACME-1, and ACME-1 accepts, an exclusive license to distribute the Programs in accordance with the terms and conditions of this Agreement.

## Scope of Rights

ACME-1 shall have the exclusive right to distribute the Programs within the territory of North America. This right extends only to the English language versions of the Programs.



## Distribution Platforms

ACME-1 is authorized to distribute the Programs via both streaming and broadcast platforms. This includes, but is not limited to, online streaming services, television networks, and other forms of electronic distribution commonly used for television programs.

## Exclusivity

The license granted to ACME-1 is exclusive. DocuPal Demo, LLC will not grant any other party the right to distribute the Programs within North America in the English language during the Term of this Agreement.

## Sublicensing

ACME-1 may sublicense the distribution rights granted herein, but only with the prior written consent of DocuPal Demo, LLC. Any sublicense agreement entered into by ACME-1 must be consistent with the terms and conditions of this Agreement. ACME-1 remains responsible for the performance of any sublicensee.

# Payment Terms and Revenue Share

ACME-1 will compensate DocuPal Demo, LLC for the distribution rights granted under this Agreement as follows:

## Payment Schedule and Currency

All payments will be made in United States Dollars (USD). ACME-1 will make payments on a quarterly basis.

## Minimum Guarantee and Advance

ACME-1 will provide a minimum guarantee of \$10,000. An advance payment of \$5,000 will be paid to DocuPal Demo, LLC upon the execution of this Agreement. This advance will be deductible from the first royalty payments due to DocuPal Demo, LLC.



## Royalty Payments

ACME-1 will pay DocuPal Demo, LLC a royalty equal to twenty percent (20%) of Net Revenue. "Net Revenue" means gross revenue received by ACME-1 from the distribution of the Programs, less customary deductions, including platform fees, sales taxes, and uncollectible revenue.

## Reporting

ACME-1 will provide monthly reports to DocuPal Demo, LLC. These reports will detail all revenue and deductions related to the distribution of the Programs. ACME-1 shall deliver these reports within thirty (30) days following the end of each month. Each report must contain sufficient detail to allow DocuPal Demo, LLC to verify the accuracy of the royalty calculations.

# Term and Termination

## Term Length

This agreement begins on 2025-08-09. The initial term lasts for two (2) years.

## Renewal

After the initial two-year term, this agreement will automatically renew. The renewal term is for one (1) year. To prevent automatic renewal, a party must give written notice. This notice must be given at least ninety (90) days before the end of the current term.

## Termination

### Termination Events

Either party may terminate this agreement under the following conditions:

- **Breach of Contract:** If either party materially breaches any provision of this agreement, the other party may terminate. Termination is effective if the breaching party fails to cure the breach within thirty (30) days of written notice.



- **Insolvency:** Either party may terminate this agreement if the other party becomes insolvent. This includes bankruptcy, receivership, or assignment for the benefit of creditors.
- **Failure to Meet Minimum Guarantees:** DocuPal Demo, LLC may terminate this agreement if ACME-1 fails to meet the minimum financial guarantees as outlined in [Section related to financial guarantees].

## Post-Termination Obligations

Upon termination of this agreement, the following obligations apply:

- All distribution rights granted to ACME-1 under this agreement will immediately revert to DocuPal Demo, LLC.
- ACME-1 must immediately cease all distribution of the television programs.
- ACME-1 will provide DocuPal Demo, LLC with a final accounting of all revenues received and expenses incurred related to the distribution of the television programs within thirty (30) days of the termination date.
- ACME-1 will return all copies of the television programs and related materials to DocuPal Demo, LLC, or destroy them and provide written certification of destruction. This is at DocuPal Demo, LLC's discretion.

## Delivery and Technical Requirements

ACME-1 will adhere to the following delivery and technical specifications for all content provided by Docupal Demo, LLC under this agreement.

### Content Delivery

ACME-1 must deliver all content within 14 days of the execution of this agreement. The acceptable file formats for delivery are MP4 and MOV.

### Technical Specifications

All content must be delivered in HD 1080p resolution to ensure optimal viewing quality across all platforms. ACME-1 is responsible for ensuring the technical quality of the delivered content meets the specified standards.



## Metadata Requirements

ACME-1 will provide complete and accurate metadata for each program. The metadata must adhere to Docupal Demo, LLC's specific requirements. Docupal Demo, LLC will provide ACME-1 with its metadata specifications upon execution of this agreement.

## Responsibility for Technical Issues

ACME-1 assumes full responsibility for resolving any technical issues related to encoding, transcoding, and delivery of the content to its distribution platforms.

# Marketing and Promotion Obligations

## Marketing Responsibilities

DocuPal Demo, LLC will supply ACME-1 with essential marketing materials for the TV programs. These materials may include trailers, stills, synopses, and cast information. ACME-1 will actively promote the TV programs on its distribution platforms. This includes featuring the programs prominently in its catalogs and using marketing tools available on each platform.

## Brand and Logo Usage

ACME-1's use of DocuPal Demo, LLC's brands, logos, and trademarks must follow DocuPal Demo, LLC's current brand guidelines. ACME-1 must submit examples of its marketing materials using DocuPal Demo, LLC's branding for approval, when requested. DocuPal Demo, LLC has the right to ensure its brand is properly represented.

## Promotional Cost Sharing

DocuPal Demo, LLC and ACME-1 will share the costs of pre-approved marketing campaigns on a 50/50 basis. Any marketing campaign exceeding \$5,000 requires written consent from both parties prior to commencement. Cost sharing applies only to campaigns with prior written approval.





## Cooperation

Both parties will cooperate on marketing and promotional activities. This cooperation includes sharing marketing performance data and insights. Both parties will participate in regular meetings or calls to discuss marketing strategies and results.

## Intellectual Property Rights

DocuPal Demo, LLC retains all right, title, and interest in and to its intellectual property. This includes ownership of the TV programs, associated copyrights, and trademarks.

### Grant of Limited License

ACME-1 receives a limited, non-exclusive license. This license allows ACME-1 to use DocuPal Demo, LLC's trademarks and copyrighted materials. The use is specifically for the promotion and distribution of the TV programs under the terms of this Agreement. ACME-1's use of such intellectual property must adhere to DocuPal Demo, LLC's guidelines. ACME-1 may not sublicense or transfer these rights.

### Protection Against Infringement

Both parties have a responsibility to protect the intellectual property rights. If either party becomes aware of any unauthorized use or infringement of DocuPal Demo, LLC's intellectual property, they must promptly notify the other party in writing. DocuPal Demo, LLC will have the primary right to take action against any infringement. This includes, but is not limited to, initiating legal proceedings. ACME-1 will reasonably cooperate with DocuPal Demo, LLC in any such action. DocuPal Demo, LLC bears the costs associated with enforcement, unless infringement is caused by ACME-1. In that case, ACME-1 will bear the costs.





# Confidentiality

## Definition of Confidential Information

Both Docupal Demo, LLC, and ACME-1 agree that "Confidential Information" includes, but isn't limited to, the financial terms of this agreement, technical data related to the TV programs, and customer lists. This also covers any information clearly identified as confidential or that, by its nature, would reasonably be understood to be confidential.

## Obligations

Both parties must protect each other's Confidential Information with the same degree of care they use to protect their own confidential information, but no less than reasonable care. Neither party will disclose Confidential Information to any third party without prior written consent, except as outlined below.

## Exceptions

The confidentiality obligations do not apply to information that:

- Is or becomes publicly available through no fault of the receiving party.
- Is already known to the receiving party before disclosure.
- Is rightfully received from a third party without any duty of confidentiality.
- Is required to be disclosed by law or legal process.

## Term

The obligations of confidentiality outlined in this section will continue for a period of five (5) years following the termination of this Agreement.

# Compliance with Laws and Regulations

DocuPal Demo, LLC and ACME-1 each agree to follow all applicable laws and regulations. This includes those governing their performance under this TV Distribution Agreement.



## Content and Broadcast Standards

ACME-1 must ensure that all distributed content adheres to the broadcasting standards and regulations applicable in North America. ACME-1 is responsible for compliance with content regulations.

## Data Privacy

Both DocuPal Demo, LLC and ACME-1 will comply with all relevant data privacy laws. This covers the collection, processing, storage, and transfer of personal data related to this agreement.

## Governing Law

This Agreement is governed by the laws of California, USA. Both parties agree to comply with these laws.

## Dispute Resolution

The parties will try to resolve any disputes related to this Agreement through good faith negotiations.

## Escalation

Before starting any formal dispute resolution process, senior management from both Docupal Demo, LLC and ACME-1 will meet to discuss the dispute and try to find a resolution.

## Mediation

If negotiation fails, the parties agree to attempt to settle the dispute by mediation. The mediation will take place in Los Angeles, California. Both parties will share the costs of the mediator equally.



## Arbitration

If mediation is unsuccessful, any unresolved dispute arising out of or relating to this Agreement will be settled by binding arbitration. The arbitration will be conducted in Los Angeles, California, under the rules of the American Arbitration Association. The arbitrator's decision will be final and binding on both parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party will bear its own attorneys' fees and costs related to the arbitration. The parties will equally share the arbitrator's fees and expenses.

## Miscellaneous Provisions

### Amendment

This Agreement may be amended or modified only by a written instrument signed by both DocuPal Demo, LLC and ACME-1. Any such amendment will become effective on the date specified in the amendment.

### Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

### Notices

All notices and other communications required or permitted under this Agreement must be in writing and will be considered duly given when:

- Delivered via email to the addresses listed in this agreement.
- Sent by certified mail, return receipt requested, to the addresses listed in this agreement.

### Force Majeure

Neither party will be liable for any failure to perform its obligations under this Agreement if such failure results from acts of God, war, government regulation, national emergency, pandemic, strikes, lockouts, fire, flood, earthquake, explosion,



or other similar cause beyond the reasonable control of such party. The affected party must provide prompt written notice to the other party of such event and must use commercially reasonable efforts to overcome the effects of such event.

