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Introduction and Purpose

Introduction

This Broadcast Rights Agreement (the "Agreement") is made and entered into as of 2025-08-09 by and between DocuPal Demo, LLC, a United States company with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc, also a United States company, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

Purpose

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal grants to ACME-1 the exclusive right to broadcast certain documentary films within North America. This Agreement defines the scope of the broadcast rights, payment obligations, content delivery specifications, intellectual property rights, and dispute resolution mechanisms governing this arrangement.

Grant of Broadcast Rights

DocuPal Demo, LLC hereby grants to ACME-1, the exclusive right to broadcast the Documentary Films within the Territory. This grant is effective as of the Effective Date of this Agreement and continues for the Term, subject to the terms and conditions outlined herein.

Scope of Rights

The broadcast rights granted to ACME-1 include the rights to transmit the Documentary Films via all forms of broadcast media now known or hereafter devised. This includes, but is not limited to, terrestrial television, cable television, satellite television, and internet-based streaming services.



Type of Rights

ACME-1 is granted the right to broadcast the Documentary Films live, on a delayed basis, and to create and broadcast highlights packages derived from the Documentary Films. The delayed broadcasts must occur within a reasonable timeframe following the initial live broadcast, as mutually agreed upon by both parties. The creation and broadcast of highlights packages must adhere to any content restrictions specified by DocuPal Demo, LLC.

Exclusivity

The rights granted to ACME-1 are exclusive within the Territory. DocuPal Demo, LLC warrants that it will not grant any other party the right to broadcast the Documentary Films within North America during the Term of this Agreement.

Territory

The Territory in which ACME-1 may exercise the broadcast rights granted herein is limited to North America, specifically including the United States, Canada, and Mexico. ACME-1 does not have the right to broadcast the Documentary Films outside of North America under this Agreement.

Sublicensing

ACME-1 is expressly prohibited from sublicensing the broadcast rights granted herein to any third party without the prior written consent of DocuPal Demo, LLC. Any attempt to sublicense these rights without such consent will be deemed a material breach of this Agreement.

Term and Renewal

The initial term of this Broadcast Rights Agreement will be three (3) years, commencing on the effective date.



Renewal

Following the initial term, this Agreement will automatically renew for an additional term of two (2) years. This automatic renewal will occur unless either DocuPal Demo, LLC or ACME-1 provides written notice of termination. The notice must be given at least six (6) months prior to the end of the then-current term.

Termination

This Agreement may be terminated under the following conditions:

- **Material Breach:** Either party may terminate this Agreement if the other party commits a material breach of its obligations.
- **Insolvency:** Either party may terminate this Agreement if the other party becomes insolvent or enters into bankruptcy proceedings.
- **Failure to Pay:** DocuPal Demo, LLC may terminate this Agreement if ACME-1 fails to make payments as outlined in the Payment Schedule section of this Agreement.

Payment Terms and Royalties

The financial terms for the broadcast rights granted to ACME-1 are detailed below. This includes the total fees, royalty rates, payment schedules, and associated penalties. All payments must be made in United States Dollars (USD).

Total Fees and Royalties

The total fees payable by ACME-1 to Docupal Demo, LLC for the broadcast rights are \$500,000. In addition to these fees, a royalty of 5% of gross revenue earned by ACME-1 from the broadcasting of the films will be applicable.

Payment Schedule

ACME-1 will adhere to the following payment schedule:

- **Initial Payment:** \$250,000 is due upon the execution of this Agreement.
- **Annual Installments:** The remaining \$250,000 will be paid in three annual installments of \$83,333.33 each. These installments are due on the anniversary of the Agreement's execution date each year, for three years.



A summary of the payment schedule is illustrated below:

Payment	Amount	Due Date
Initial Payment	\$250,000	Upon Execution
Annual Installment 1	\$83,333.33	One year from the execution date
Annual Installment 2	\$83,333.33	Two years from the execution date
Annual Installment 3	\$83,333.33	Three years from the execution date
Total	\$500,000	

Payment Method

All payments must be made via wire transfer to the account designated by Docupal Demo, LLC. Bank details for wire transfers are as follows:

- **Bank Name:** [Insert Bank Name]
- **Account Name:** Docupal Demo, LLC
- **Account Number:** [Insert Account Number]
- **SWIFT Code:** [Insert SWIFT Code]

Late Payment Penalties

A late payment penalty of 5% per month will be applied to any overdue amounts. Penalties will accrue monthly from the original due date until the payment is received in full.

Broadcast Schedule and Content Delivery

Docupal Demo, LLC ("Docupal") will deliver the documentary films to Acme, Inc ("ACME-1") according to the following schedule and specifications.

Content Delivery Timeline

Upon ACME-1's request for a specific documentary film, Docupal will deliver the content within seven (7) days of the request date. This allows ACME-1 sufficient time to prepare for broadcast.



Technical Specifications

All documentary films will be delivered in High Definition (HD) format. The resolution will be 1080p. This ensures a high-quality viewing experience for ACME-1's audience. The delivery method will be determined by mutual agreement. This ensures compatibility with ACME-1's broadcasting infrastructure. Both parties agree to reasonable technical assistance to facilitate content broadcast. Docupal warrants that all delivered content will meet industry technical standards.

Scheduling Requirements

ACME-1 is responsible for scheduling the broadcast of the delivered documentary films. Docupal does not guarantee specific broadcast slots or audience reach. ACME-1 must provide Docupal with a broadcast schedule upon Docupal's request. This enables Docupal to track the usage of its content. ACME-1 agrees to adhere to all applicable broadcasting regulations and guidelines. ACME-1 shall also provide Docupal with the details of the broadcast, including the date, time, and channel.

Content Security

ACME-1 must take reasonable steps to protect the delivered content from unauthorized access or distribution. ACME-1 is responsible for any security breaches on its broadcasting platform. Docupal retains all rights to the content, even after delivery.

Advertising and Sponsorship Rights

ACME-1 will have standard advertising rights during the broadcasts of the documentary films. ACME-1 is responsible for the content of all advertising. However, all advertising content must adhere to DocuPal Demo, LLC's brand guidelines.

Sponsorship Restrictions

ACME-1 cannot associate sponsorships with any direct competitors of DocuPal Demo, LLC. DocuPal Demo, LLC will provide ACME-1 with a list of known direct competitors. This list will be updated as needed. ACME-1 is responsible for ensuring compliance with these sponsorship restrictions.



Brand Guidelines

DocuPal Demo, LLC will provide ACME-1 with detailed brand guidelines. These guidelines cover the use of logos, trademarks, and other branding elements. ACME-1 must use these elements correctly in all advertising and promotional materials. DocuPal Demo, LLC can review advertising content to ensure compliance with brand guidelines. ACME-1 agrees to make necessary changes if requested by DocuPal Demo, LLC.

Intellectual Property Rights

DocuPal Demo, LLC retains all rights, title, and interest in and to the intellectual property associated with the documentary films. This includes, but is not limited to, copyright in the films themselves, underlying musical compositions, and any associated artwork.

Use of Trademarks

ACME-1 is permitted to use DocuPal Demo, LLC's trademarks and logos solely for the purpose of promoting the broadcast of the documentary films. Any such use must adhere strictly to DocuPal Demo, LLC's brand guidelines, which will be provided separately. ACME-1's use of trademarks does not grant ownership or any other rights to those trademarks. Any goodwill arising from ACME-1's use of DocuPal Demo, LLC's trademarks shall inure solely to the benefit of DocuPal Demo, LLC.

Infringement

ACME-1 will immediately notify DocuPal Demo, LLC upon becoming aware of any actual or suspected infringement of DocuPal Demo, LLC's intellectual property rights. ACME-1 will provide DocuPal Demo, LLC with all reasonable assistance and cooperation in connection with any legal action taken by DocuPal Demo, LLC to protect its intellectual property rights. DocuPal Demo, LLC has the sole right to determine whether or not to take legal action against any infringing party.



Confidentiality and Data Protection

Confidentiality

Both Docupal Demo, LLC and ACME-1 agree to keep certain information confidential. This includes the financial terms of this agreement. It also covers viewership data related to the broadcast of the documentary films. Any proprietary information about the content itself is also confidential. Neither party will disclose this information to third parties. This obligation continues even after this agreement ends.

Data Protection

ACME-1 will comply with all applicable data privacy laws. This includes laws related to the collection, storage, and processing of personal data. ACME-1 is responsible for ensuring that its handling of any data obtained through the broadcast complies with these laws. Docupal Demo, LLC is not responsible for ACME-1's compliance with data privacy laws.

Breach

A breach of either the confidentiality or data protection terms will have consequences. It may lead to the termination of this agreement. The breaching party may also face legal action. Both parties acknowledge the importance of these terms.

Warranties and Indemnities

DocuPal Demo, LLC Warranties

DocuPal Demo, LLC warrants that it possesses all necessary rights and permissions to grant ACME-1 the broadcast rights as outlined in this Agreement. This includes, but is not limited to, copyright and intellectual property rights related to the documentary films. DocuPal Demo, LLC guarantees that its grant of rights to ACME-1 does not infringe upon or violate the rights of any third party.



Indemnification by DocuPal Demo, LLC

DocuPal Demo, LLC agrees to indemnify, defend, and hold harmless ACME-1, its affiliates, officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to any breach of DocuPal Demo, LLC's warranties under this Agreement. This includes any third-party claims alleging infringement of copyright or other intellectual property rights related to the broadcast of the documentary films.

Limitation of Liability

The total liability of DocuPal Demo, LLC under this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees paid by ACME-1 to DocuPal Demo, LLC under this Agreement. This limitation applies regardless of the nature of the claim or the form of relief sought.

Dispute Resolution and Governing Law

In the event of any dispute arising from or related to this Broadcast Rights Agreement, the parties agree to resolve the matter through binding arbitration in Delaware.

Arbitration

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered in Delaware. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of the arbitrator shall be final and binding on both Docupal Demo, LLC and ACME-1. Both parties agree to share equally the costs of arbitration, excluding legal fees.

Governing Law

This Broadcast Rights Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal



courts located in Delaware for any legal action or proceeding arising out of or relating to this agreement.

Miscellaneous Provisions

Amendments

This Agreement may be amended only by a written instrument signed by both DocuPal Demo, LLC and ACME-1. No modification or waiver of any provision shall be valid unless in writing and properly executed.

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment without such consent shall be void.

Notices

All notices and other communications under this Agreement must be in writing. Notices will be considered duly given when:

- Delivered personally.
- Sent by certified mail, return receipt requested.
- Sent by a nationally recognized overnight courier service.

Notices to DocuPal Demo, LLC should be sent to:

23 Main St, Anytown, CA 90210

Notices to ACME-1 should be sent to:

3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from events beyond its reasonable control. Such events may include, but are not limited to: acts of God, war, riots, strikes, or other



labor disputes, fire, flood, earthquake, or other natural disasters. The affected party must promptly notify the other party of the force majeure event. The obligations of the affected party will be suspended for the duration of the force majeure event.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California, without regard to its conflict of laws principles.

Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the parties with respect to the Broadcast Rights.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The parties agree to renegotiate any such invalid or unenforceable provision in good faith to achieve as closely as possible the economic effect of the original provision.

Signatures and Execution

This Agreement shall become effective as of the last date of signature below.

Execution Formalities

This Agreement is executed in duplicate, with each party receiving an original copy. Both parties agree that a scanned copy or electronic signature shall have the same force and effect as an original signature.

Signatures

In witness whereof, the parties have executed this Broadcast Rights Agreement as of the dates set forth below.



DocuPal Demo, LLC

By: _____

Name: [Name]

Title: [Title]

Date: _____

Acme, Inc (ACME-1)

By: _____

Name: [Name]

Title: [Title]

Date: _____

