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# Introduction and Definitions

## Introduction

This Media Rights Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Licensor"), and Acme, Inc., a company organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Licensee").

This Agreement sets forth the terms and conditions under which Licensor grants to Licensee certain non-exclusive rights to broadcast and digitally stream the documentary film currently titled "The Future of Food" within North America for a defined period. It details the scope of permitted use, payment obligations, delivery specifications, and other crucial aspects of this media rights arrangement.

## Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- **Agreement:** Refers to this Media Rights Agreement, including all exhibits and schedules attached hereto.
- **Licensee:** Means Acme, Inc., including its subsidiaries and authorized affiliates.
- **Licensor:** Means DocuPal Demo, LLC, including its subsidiaries and authorized affiliates.
- **Territory:** Means North America.
- **Media Asset:** Refers to the documentary film titled "The Future of Food."
- **Rights:** Means the non-exclusive broadcast and digital streaming rights granted to the Licensee under this Agreement.
- **Term:** Means the period of three (3) years from the Effective Date of this Agreement.



# Grant of Rights

DocuPal Demo, LLC ("Licensor") grants to Acme, Inc. ("Licensee"), commencing on August 9, 2025, a non-exclusive license to exhibit, broadcast, and digitally stream the documentary film "The Future of Food" (the "Work"). This grant is subject to the terms and conditions outlined in this Media Rights Agreement.

## Scope of Rights

The rights granted to ACME-1 are specifically limited to the following:

- **Broadcast Rights:** The right to transmit the Work via television, cable, satellite, and other forms of over-the-air broadcast.
- **Digital Streaming Rights:** The right to stream the Work via the internet, including but not limited to, websites, mobile applications, and other digital platforms.

## Territory

ACME-1's exercise of the rights granted herein is limited to the geographic territory of North America. This includes the United States, Canada, and Mexico. Any broadcast or digital stream originating outside of North America, or knowingly targeted at audiences outside of North America, is strictly prohibited under this agreement.

## Term

The term of this grant of rights is three (3) years, commencing on August 9, 2025, and concluding on August 9, 2028, unless earlier terminated as provided in this Agreement. Upon expiration or termination of this Agreement, all rights granted to ACME-1 shall immediately revert to DocuPal Demo, LLC. ACME-1 shall cease all broadcast and digital streaming of the Work.

## Limitations

ACME-1 acknowledges that the rights granted are non-exclusive. DocuPal Demo, LLC retains the right to grant similar rights to other licensees within the Territory. ACME-1 is not authorized to:



- Sub-license or transfer any of the rights granted herein to any third party without the prior written consent of DocuPal Demo, LLC.
- Modify, alter, or create derivative works based upon the Work without the prior written consent of DocuPal Demo, LLC, except as explicitly permitted within this Agreement.
- Use the Work in any manner that infringes upon the intellectual property rights of DocuPal Demo, LLC or any third party.
- Use the Work in any manner that violates any applicable law or regulation.

## Term and Territory

### Term

This Media Rights Agreement will begin on January 1, 2024. Unless terminated earlier as described in this agreement, the agreement will continue until December 31, 2026. The term is for a period of three (3) years.

### Territory

The territory covered by this agreement is limited to North America. ACME-1's rights to broadcast and digitally stream "The Future of Food" are restricted to this defined geographical area. Any use outside of North America is not permitted under this agreement.

## Payment and Royalty Terms

### Advance Payment

ACME-1 will pay DocuPal Demo, LLC an advance of \$10,000 USD. This payment is due upon the signing of this Media Rights Agreement.

ACME-1 will pay DocuPal Demo, LLC an additional payment of \$5,000 USD. This payment is due on July 1, 2024.



## Royalties

In addition to the advance payment, ACME-1 will pay DocuPal Demo, LLC royalties. These royalties will equal five percent (5%) of the gross revenue. This revenue comes from streaming "The Future of Food" in North America during the Term.

## Royalty Reporting and Payment Schedule

ACME-1 will provide DocuPal Demo, LLC with quarterly royalty reports. These reports must detail the gross revenue generated from streaming. ACME-1 will submit these reports within thirty (30) days after the end of each calendar quarter. Royalty payments will accompany these reports. Payments are due within the same thirty (30) day period.

ACME-1 must provide detailed records of all revenue related to the streaming of the film. DocuPal Demo, LLC has the right to audit these records. DocuPal Demo, LLC must give reasonable notice before any audit. Audits will occur during ACME-1's regular business hours. DocuPal Demo, LLC will bear the cost of the audit unless a discrepancy of 5% or greater is discovered. If such a discrepancy is found, ACME-1 will cover the cost of the audit.

## Royalty Payment Milestones

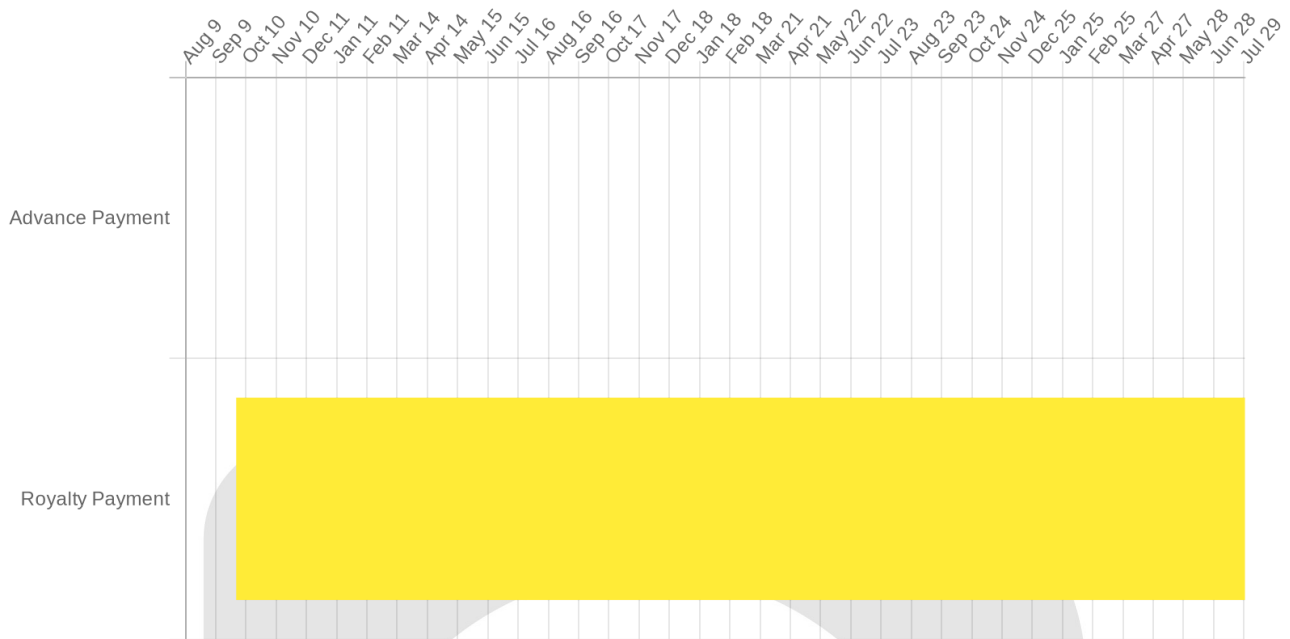
Quarter	Reporting Period	Payment Due Date (Within 30 Days of Quarter End)	Royalty Calculation Base	Royalty Percentage
Q3 2025	July 1 - September 30, 2025	October 30, 2025	Gross Streaming Revenue	5%
Q4 2025	October 1 - December 31, 2025	January 30, 2026	Gross Streaming Revenue	5%
Q1 2026	January 1 - March 31, 2026	April 30, 2026	Gross Streaming Revenue	5%
Q2 2026	April 1 - June 30, 2026	July 30, 2026	Gross Streaming Revenue	5%



Quarter	Reporting Period	Payment Due Date (Within 30 Days of Quarter End)	Royalty Calculation Base	Royalty Percentage
Q3 2026	July 1 - September 30, 2026	October 30, 2026	Gross Streaming Revenue	5%
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Q1 2027	January 1 - March 31, 2027	April 30, 2027	Gross Streaming Revenue	5%
Q2 2027	April 1 - June 30, 2027	July 30, 2027	Gross Streaming Revenue	5%
Q3 2027	July 1 - September 30, 2027	October 30, 2027	Gross Streaming Revenue	5%
Q4 2027	October 1 - December 31, 2027	January 30, 2028	Gross Streaming Revenue	5%
Q1 2028	January 1 - March 31, 2028	April 30, 2028	Gross Streaming Revenue	5%
Q2 2028	April 1 - June 30, 2028	July 30, 2028	Gross Streaming Revenue	5%







## Delivery and Quality Requirements

DocuPal Demo, LLC ("Licensor") will deliver the documentary film "The Future of Food" to ACME-1 ("Licensee") in accordance with the following specifications.

### Delivery Format and Timeline

The film will be provided in HD format (1080p). Licensor will deliver the film to Licensee within thirty (30) days of the Effective Date of this Agreement. The delivery method will be mutually agreed upon, considering secure file transfer protocols or physical media, as appropriate.

### Quality Standards

The delivered film must meet broadcast quality standards as defined by the Federal Communications Commission (FCC) regulations. Licensor warrants that the film will be free from any technical defects that would render it unsuitable for broadcast or digital streaming. Licensee shall have the right to inspect the delivered film and notify Licensor of any quality issues within ten (10) business days of receipt. If the



film does not meet the specified quality standards, Licensor will use its best efforts to remedy the defects promptly. If Licensor fails to remedy the defects within a reasonable time, Licensee may, at its option, terminate this Agreement.

## Content Integrity

The film must be delivered in its original form, without any unauthorized alterations or modifications. Licensor retains all rights to the film's content. Licensee's rights regarding modifications are governed elsewhere in this agreement.

# Exclusivity and Sublicensing

## Exclusivity

DocuPal Demo, LLC grants ACME-1 a non-exclusive license to exercise the Media Rights within the Territory during the Term. This means DocuPal Demo, LLC retains the right to grant similar licenses to other parties within North America during the three-year term of this agreement. ACME-1 acknowledges that other entities may be granted rights to broadcast or stream "The Future of Food" in the same territory.

## Sublicensing

ACME-1 is not authorized to sublicense any of the Media Rights granted under this Agreement to any third party. ACME-1 must directly manage all broadcasting and digital streaming activities related to "The Future of Food." Any desire to sublicense must be requested in writing to DocuPal Demo, LLC, and any approval for sublicensing will be at DocuPal Demo, LLC's sole discretion and subject to a separate written agreement. Without express written consent from DocuPal Demo, LLC, ACME-1 cannot permit another entity to exercise any of the rights conferred by this Media Rights Agreement. This restriction on sublicensing is a material condition of this Agreement.



# Intellectual Property Ownership

## Ownership

DocuPal Demo, LLC retains all right, title, and interest in and to the documentary film "The Future of Food," including all copyrights, trademarks, and other intellectual property rights. This agreement grants ACME-1 only the specific rights expressly stated herein and does not transfer any ownership rights to ACME-1.

## Permitted Use

ACME-1 is authorized to use the film solely for the broadcast and digital streaming purposes outlined in this agreement. Any other use, including but not limited to, distribution, sublicensing, or commercial exploitation, is strictly prohibited without the prior written consent of DocuPal Demo, LLC.

## Restrictions

ACME-1 may not modify, alter, or create derivative works from "The Future of Food" without the express written permission of DocuPal Demo, LLC. This restriction applies to all aspects of the film, including but not limited to its content, title, and associated materials. ACME-1 will ensure that the film is presented in its original form and that all copyright notices and credits are displayed accurately.

# Representation, Warranties, and Indemnities

## Representations and Warranties

### Licensors Warranties

Docupal Demo, LLC warrants that it possesses all necessary rights and licenses to grant the rights outlined in this Media Rights Agreement for "The Future of Food." Docupal Demo, LLC assures that it has the full power and authority to enter into this agreement. It also warrants that the film does not infringe upon any copyright,

trademark, or other intellectual property rights of any third party. Docupal Demo, LLC guarantees that it has not entered into any prior agreements that would conflict with the terms of this Media Rights Agreement.

## **Licensee Warranties**

Acme, Inc. warrants that it will comply with all applicable laws and regulations in connection with its exercise of the rights granted under this Media Rights Agreement. Acme, Inc. assures that it has the full power and authority to enter into this agreement. Acme, Inc. also warrants that it will not modify the content of "The Future of Food" in any way that would violate applicable laws or regulations.

## **Indemnification**

### **Licensors Indemnity**

Docupal Demo, LLC agrees to indemnify and hold harmless Acme, Inc., its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any breach of Docupal Demo, LLC's warranties or representations under this Media Rights Agreement.

### **Licensee Indemnity**

Acme, Inc. agrees to indemnify and hold harmless Docupal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any breach of Acme, Inc.'s warranties or representations under this Media Rights Agreement.

## **Confidentiality**

### **Definition of Confidential Information**

Both DocuPal Demo, LLC, and ACME-1 agree that the terms of this Media Rights Agreement are confidential. Confidential information also includes financial terms and viewership data related to "The Future of Food."



## Obligations

Both parties must protect this confidential information. Neither party will share confidential information with outside parties. This includes employees and contractors who do not need to know. Each party will use the same care to protect the other's confidential information as they use to protect their own.

## Exceptions

Information already public is not considered confidential. Information received from a third party without confidentiality restrictions is also not confidential.

## Term

The confidentiality obligations in this section continue for three (3) years after the termination of this Media Rights Agreement.

# Termination

## Termination Events

This Agreement may be terminated by either party upon written notice if the other party materially breaches any of its obligations under this Agreement. Termination will be effective thirty (30) days after the breaching party's receipt of such notice. This is only if the breaching party fails to cure the breach within that thirty (30) day period.

Either party may also terminate this Agreement immediately upon written notice if the other party becomes insolvent. Insolvency includes events such as filing for bankruptcy, or being placed in receivership.

## Effects of Termination

Upon termination of this Agreement, all rights granted to ACME-1 under this Agreement will immediately revert to Docupal Demo, LLC. ACME-1 will cease all broadcast and digital streaming of "The Future of Food". ACME-1 will also deliver to



Docupal Demo, LLC, or destroy, all copies of the Film in its possession or control. ACME-1 will provide written certification of such destruction if requested by Docupal Demo, LLC.

Termination of this Agreement will not relieve ACME-1 of its obligation to pay any amounts due to Docupal Demo, LLC. This includes royalties accrued up to the date of termination. The provisions regarding confidentiality and payment obligations will survive any termination of this Agreement.

## Dispute Resolution

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

### Binding Arbitration

If negotiation fails, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by binding arbitration. The arbitration will be administered by a mutually agreed upon arbitration service in New York City. If the parties cannot agree on an arbitration service, each party will select an arbitrator, and those two arbitrators will select a third arbitrator to administer the arbitration. The arbitration will be conducted in accordance with the rules of the selected arbitration service, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

### Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The parties agree that the state and federal courts located in New York County, New York will have exclusive jurisdiction over any legal action or proceeding relating to this Agreement. Each party consents to the personal jurisdiction of such courts and waives any objection to venue in such courts.



# Miscellaneous Provisions

## Force Majeure

Neither party will be liable for delays or failures in performance resulting from causes beyond their reasonable control. Such causes include, but are not limited to, acts of God, war, strikes, and governmental regulations. The affected party must promptly notify the other party of such an event and make reasonable efforts to mitigate its effects.

## Notices

All notices related to this Agreement must be in writing. Notices are to be delivered by certified mail or email to the addresses listed in this Agreement. Notice by email is deemed effective upon confirmation of receipt.

## Amendments

This Agreement may only be amended by a written instrument signed by both Docupal Demo, LLC and ACME-1. No modification or waiver of any provision will be effective unless it is in writing and signed by the party against whom the modification or waiver is to be enforced.

## Assignment

ACME-1 may not assign its rights or obligations under this Agreement without the prior written consent of Docupal Demo, LLC. Docupal Demo, LLC may assign this Agreement to a successor in interest.

## Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any legal actions or proceedings arising out of or relating to this Agreement shall be brought in the courts of California.





## Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1. It supersedes all prior or contemporaneous communications and proposals, whether oral or written, relating to the subject matter of this Agreement.

## 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.

## 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 and Execution

This Media Rights Agreement becomes effective upon the date of the last signature affixed below.

## Signatures

### DocuPal Demo, LLC (Licensor)

Signature:
Name: John Smith
Title: Authorized Representative
Date: 2025-08-09

### Acme, Inc (Licensee)

Signature:
Name: Jane Doe



Title: Authorized Representative
Date: 2025-08-09

## Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall have the same force and effect as original signatures. The parties acknowledge and agree that delivery of an executed counterpart of this Agreement electronically (including by email or other electronic transmission) shall be as effective as delivery of an original executed counterpart of this Agreement.

