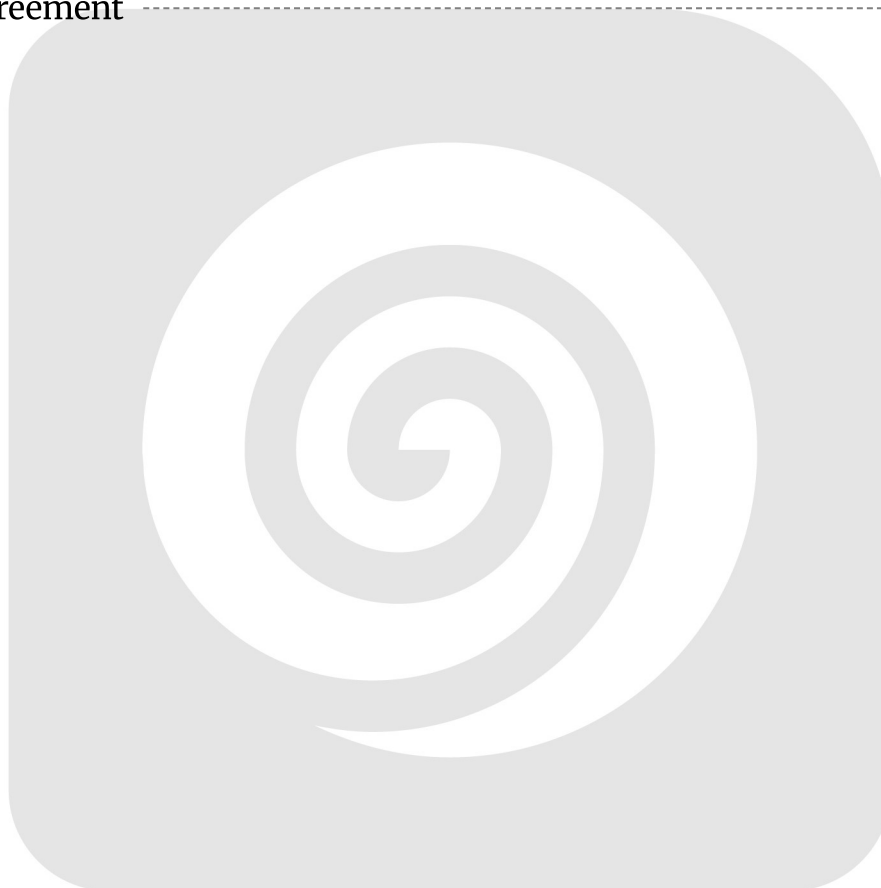


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Introduction and Purpose

This Box Office Agreement ("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 ("Producer"), and Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Exhibitor").

Purpose

The purpose of this Agreement is to set forth the terms and conditions under which ACME-1 will exhibit the documentary film "Shadows of the Past" (the "Film") in the territory defined herein. This Agreement outlines the rights and obligations of both DocuPal Demo, LLC, as the film's producer, and ACME-1, as the exhibitor, regarding the film's distribution and associated revenue sharing. The primary objectives include securing screenings of the Film, generating revenue from ticket sales, and distributing the revenue according to the agreed-upon terms.

Definitions

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

Key Terms

- **Gross Box Office Receipts:** This refers to the total revenue collected from ticket sales for "Shadows of the Past" during the Exhibition Period, without any deductions.
- **Net Box Office Receipts:** This means the Gross Box Office Receipts less the House Nut, and any applicable taxes. This is the amount from which Docupal Demo, LLC's percentage will be calculated.
- **Exhibition Period:** This is the agreed-upon timeframe during which ACME-1 is authorized to exhibit "Shadows of the Past," as specified in Schedule A.



Industry-Specific Terms

- **Four-walling:** This refers to an arrangement where ACME-1 rents a cinema venue for a specific period to exhibit "Shadows of the Past." ACME-1 retains all box office revenue after paying the rental fee.
- **House Nut:** This represents the theater's operating expenses, including staff salaries, utilities, and basic maintenance, which are deducted from the Gross Box Office Receipts.

Rights and Obligations of Parties

Rights Granted to ACME-1

DocuPal Demo, LLC grants ACME-1 the non-exclusive right to exhibit the documentary film "Shadows of the Past" at its theater located at 3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA. This right is limited to the Term of this Agreement. ACME-1 is authorized to conduct a pre-determined number of screenings per day, as mutually agreed upon in writing. ACME-1 will determine the specific showtimes.

Obligations of DocuPal Demo, LLC

DocuPal Demo, LLC will provide ACME-1 with a high-quality digital copy of "Shadows of the Past" in a timely manner, ensuring it is received no later than [Date - typically 1-2 weeks before release, insert specific date]. DocuPal Demo, LLC will supply ACME-1 with marketing and promotional materials, including posters, trailers, and stills, to aid in local marketing efforts. DocuPal Demo, LLC is obligated to accurately track and report all box office receipts related to the film's exhibition at ACME-1's theater. These reports will be provided to ACME-1 on a [Frequency - e.g., weekly] basis.

Obligations of ACME-1

ACME-1 is responsible for all local marketing and promotion of "Shadows of the Past" within its theater and surrounding community. ACME-1 must diligently track and report all box office receipts generated from the film's screenings and provide DocuPal Demo, LLC with accurate attendance figures on a [Frequency - e.g., weekly] basis. ACME-1 is obligated to ensure the film is exhibited in a professional manner,



adhering to all technical specifications provided by DocuPal Demo, LLC. ACME-1 will be responsible for securing and paying for any necessary licenses or permits required for the film's exhibition.

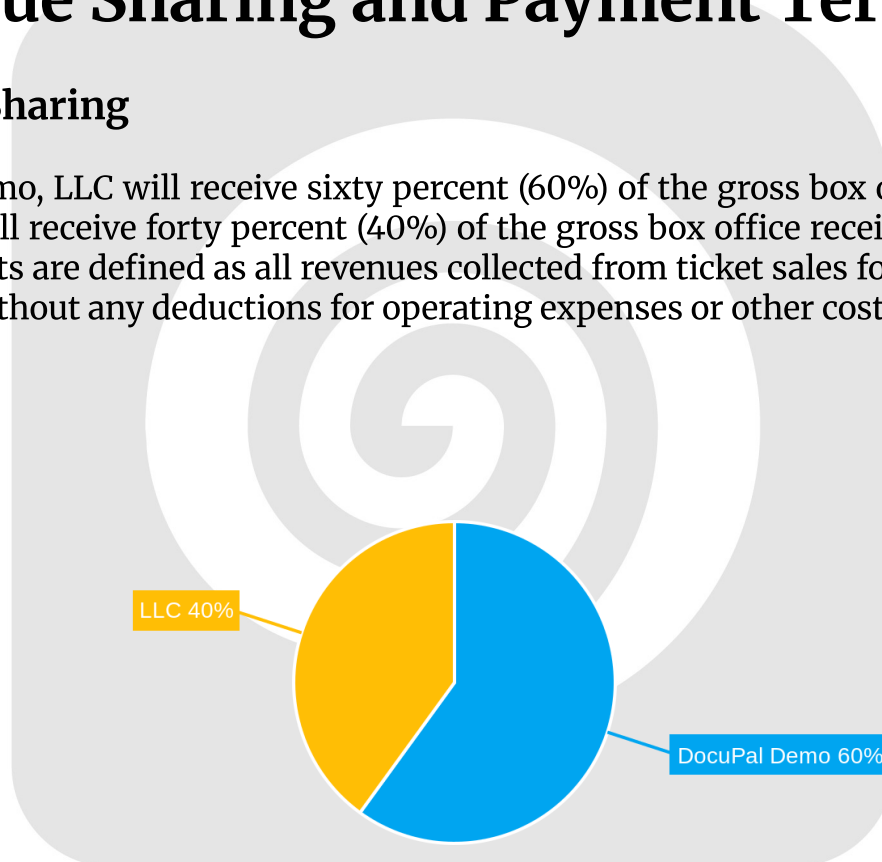
General Obligations

Both parties agree to act in good faith and to cooperate fully to ensure the successful exhibition of "Shadows of the Past." Both parties are responsible for adhering to all applicable laws and regulations related to the distribution and exhibition of the film.

Revenue Sharing and Payment Terms

Revenue Sharing

DocuPal Demo, LLC will receive sixty percent (60%) of the gross box office receipts. Acme Inc will receive forty percent (40%) of the gross box office receipts. Gross box office receipts are defined as all revenues collected from ticket sales for "Shadows of the Past," without any deductions for operating expenses or other costs.



Payment Schedule and Procedure

Payments will be calculated weekly based on the gross box office receipts generated during that week. DocuPal Demo, LLC will provide Acme Inc with a detailed report of weekly gross box office receipts. Payments will be made to Acme Inc every two weeks. These payments will reflect Acme Inc's share of the revenue for the preceding two weeks. All payments shall be made in United States Dollars (USD). Payments shall be made via electronic funds transfer to the account designated by Acme Inc.

Late Payment

Late payments will incur a penalty. A five percent (5%) interest charge per month will be applied to any payments not received within the agreed-upon timeframe. Interest will accrue from the original due date until the payment is made in full. DocuPal Demo, LLC reserves the right to suspend exhibition of "Shadows of the Past" if payments are not received according to the agreed-upon schedule.

Box Office Reporting and Audit Rights

Box Office Reporting

ACME-1 will provide Docupal Demo, LLC with daily reports. These reports must include daily attendance figures. Reports must also include ticket prices. ACME-1 is to report gross box office receipts for each showing of "Shadows of the Past."

Audit Rights

Docupal Demo, LLC has the right to audit ACME-1's box office records. Docupal Demo, LLC will give ACME-1 30 days' written notice before conducting an audit. The audit will ensure accurate reporting of ticket sales and revenue.



Term and Termination

Term

This Agreement shall commence on the effective date and continue for an initial term of twelve (12) weeks, unless terminated earlier as provided herein.

Termination

This Agreement may be terminated by either party under the following conditions:

- **Material Breach:** Either party may terminate this Agreement upon a material breach by the other party, provided that the breaching party is given thirty (30) days written notice to cure such breach and fails to do so within the given period.
- **Failure to Meet Minimum Performance Standards:** DocuPal Demo, LLC reserves the right to terminate this Agreement if ACME-1 fails to meet minimum performance standards as determined by DocuPal Demo, LLC.
- **Insolvency:** Either party may terminate this Agreement if the other party becomes insolvent, files for bankruptcy, or enters into receivership.
- **Mutual Agreement:** This Agreement may be terminated by mutual written agreement of both parties.

Force Majeure

Neither DocuPal Demo, LLC, nor ACME-1 shall be liable for any failure to perform its obligations under this Agreement if such failure results from a Force Majeure Event. A Force Majeure Event means an event beyond the reasonable control of the party affected.

Qualifying Events

Such events include, but are not limited to:

- Natural disasters (e.g., floods, earthquakes, hurricanes)
- Strikes
- Government regulations or orders



Notification

If a Force Majeure Event occurs, the affected party must provide written notice to the other party within ten (10) days of the event. This notice should detail the nature of the event, its anticipated duration, and the expected impact on the party's ability to perform its obligations.

Breach and Remedies

A breach of this Box Office Agreement occurs if either DocuPal Demo, LLC or ACME-1 fails to meet its obligations. This includes, but is not limited to, failure to make payments as scheduled, unauthorized duplication or distribution of "Shadows of the Past", or a breach of the confidentiality terms outlined in this agreement.

Available Remedies

In the event of a breach, the injured party has the right to seek remedies. These remedies may include:

- **Injunctive Relief:** The non-breaching party can seek a court order to stop the breaching party from continuing the harmful actions.
- **Monetary Damages:** The non-breaching party can recover financial losses resulting from the breach. This could include lost profits and other direct damages.

The specific remedy pursued will depend on the nature and severity of the breach. All remedies will be consistent with applicable law.

Indemnification and Liability

DocuPal Demo, LLC shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement. This includes, but is not limited to, lost profits, loss of business, or loss of goodwill.



Indemnification

Acme, Inc. agrees to indemnify, defend, and hold harmless DocuPal Demo, LLC, its 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 the exhibition of "Shadows of the Past." This includes any claims related to copyright infringement, defamation, or any other violation of law. This indemnification obligation shall survive the termination of this Agreement.

Liability for Breach

The party responsible for a breach of this Agreement will be liable for damages resulting from the breach. The breaching party will be liable for direct damages only. The amount of liability will not exceed the total revenue received by DocuPal Demo, LLC under this Agreement.

Dispute Resolution

The parties will try to resolve any dispute related to this agreement through good faith negotiations.

Arbitration

If negotiation fails, any controversy or claim arising out of or relating to this agreement will be settled by binding arbitration. The arbitration will be administered in accordance with the rules of the American Arbitration Association. A single arbitrator will conduct the arbitration in Delaware. The arbitrator's decision will be final and binding. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. This agreement to arbitrate is specifically enforceable. Each party will bear its own costs and expenses, and share equally the costs of the arbitrator.



Territory and Exclusivity

Geographic Scope

This agreement covers the exclusive right to exhibit "Shadows of the Past" within the continental United States. ACME-1's rights are limited to this defined territory. Docupal Demo, LLC retains all rights outside of the continental United States.

Exclusivity Rights

ACME-1 will have exclusive rights to exhibit the film within a five (5) mile radius of its theater located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA. This exclusivity is valid for the entire term of this agreement. Docupal Demo, LLC agrees not to license the film to any other exhibitor within this radius during the agreement's term.

Marketing and Promotional Obligations

ACME-1 will manage local marketing and promotion for "Shadows of the Past." DocuPal Demo, LLC will supply the necessary marketing materials.

ACME-1's Responsibilities

ACME-1 will undertake the following promotional activities:

- Local advertising campaigns.
- Active social media promotion.
- Distribution of press releases to local media outlets.

ACME-1 is responsible for ensuring all marketing activities align with the film's branding guidelines provided by DocuPal Demo, LLC. ACME-1 will also organize promotional events to maximize audience engagement and ticket sales.



Confidentiality

Confidential Information

Both DocuPal Demo, LLC and ACME-1 agree to keep certain information confidential. This includes financial terms of this Agreement. It also includes box office data related to "Shadows of the Past." Marketing and promotional strategies are also confidential. Any other non-public information disclosed by either party that is marked as confidential, or should reasonably be understood to be confidential, will also be protected.

Obligations

Neither party will disclose confidential information to any third party. Both parties will use confidential information only for purposes related to this Agreement. Each party will protect the confidentiality of the other party's information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

Term

The obligations of confidentiality outlined in this section will continue for a period of three (3) years following the termination of this Agreement.

Miscellaneous Provisions

Amendments

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

Notices

All notices related to this Agreement must be delivered either by certified mail or email. The sender must obtain confirmation of receipt for the notice to be considered valid. 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.

Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 relating to the exhibition of "Shadows of the Past" and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to the subject matter.

