V O X P O P

CROWD-POWERED CINEMA

PLATFORM OPERATOR AGREEMENT

This Platform Operator Agreement (this “Agreement”) is entered into as of the date of signature (“Effective Date”)

BETWEEN:

VoxPop LLC (“VoxPop”), a New York limited liability company and platform for crowd-powered cinema;

AND

Filmmaker: ____ (“Filmmaker,”).

RECITALS

VoxPop operates a platform through which filmmakers and creators may submit Films, publish approved Film materials, participate in Wallet-based voting, and, if applicable, proceed to later production, licensing, distribution, aggregation, streaming, exhibition, or revenue-sharing arrangements through VoxPop-operated services, if any, approved third-party channels, or a combination of both.

Filmmaker desires to use the VoxPop platform for one or more Films, subject to VoxPop’s review, acceptance, Platform Rules, and any applicable Film-Specific Agreements.

The parties agree as follows:

DEFINITIONS

For purposes of this Agreement and, where expressly incorporated, the other agreements comprising the VoxPop Document Suite, the following capitalized terms have the meanings set forth below:

“Agreement” means this Platform Operator Agreement, together with any amendments, schedules, exhibits, or addenda expressly incorporated into it.

“Approved Production Budget” means the production budget prepared by the Production Company under VoxPop’s direction and approved in writing by VoxPop, as amended only by VoxPop’s written approval.

“Credits” means the non-cash Platform credits used within the Platform for voting, allocation, or other permitted Platform functions, subject to the Voter and Backer Terms. Credits do not constitute cash, currency, deposits, securities, ownership interests, or an entitlement to repayment except as expressly provided in a Film-Specific Agreement or the Voter and Backer Terms.

“Distribution Channel” means any third-party distributor, aggregator, streaming service, broadcaster, exhibitor, digital platform, transactional service, licensing outlet, or other commercial channel through which a Film may be made available, licensed, distributed, streamed, broadcast, exhibited, or otherwise commercially exploited.

“Effective Date” means the date on which this Agreement is executed by the applicable parties, as stated at the beginning of this Agreement.

“Exclusivity Period” means the period during which VoxPop’s rights in a Film are exclusive, as stated in the applicable Film-Specific Agreement or Exhibit A.

“Film” means the motion-picture undertaking submitted to or accepted by VoxPop for participation on the Platform, including the Film while in development, pre-production, production, or post-production and, when completed, the completed motion picture and its associated materials.

“Filmmaker” means the individual creator, loan-out company, production entity, rights-owning entity, or authorized representative of a creative team identified in this Agreement. Where the Filmmaker is an entity or is represented by an individual signer, the signer represents that the signer has authority to bind the Filmmaker and that the Filmmaker owns, controls, or is duly authorized with respect to the Film rights necessary for the applicable stage of the VoxPop process.

“Film-Specific Agreement” means any separate written agreement entered into in connection with a particular Film, including, as applicable, a Script Submission Agreement, Non-Disclosure Agreement, Trailer Publishing Agreement, Funding Agreement, Production Services Agreement, Production Company Agreement, option or acquisition agreement, music clearance or licensing agreement, streaming or licensing agreement, distribution agreement, revenue-share agreement, or other written agreement governing a specific stage, right, obligation, or financial arrangement relating to that Film.

“Funding Agreement” means the Film-specific funding allocation and financial agreement entered into in connection with a Film following Greenlight, governing the allocation and disbursement of funds for that Film, any investor or financial participation interests, recoupment or return provisions, reserves, priorities, financial positions, conditions to disbursement, accounting, and other Film-specific financial terms and allocations.

“Funding Threshold” means the Film-specific level of Credits, financial support, or other qualifying support established by VoxPop that a Film must attain during the applicable voting period in order to achieve Greenlight.

“Greenlight” means the determination that a Film accepted by VoxPop for voting has met its applicable Funding Threshold within the stated voting period, subject to correction or adjustment for fraud, chargebacks, failed payments, technical error, Platform abuse, or other corrective adjustments permitted under the applicable Voter and Backer Terms.

“Minimum Payment Threshold” means the minimum amount of otherwise payable revenue that must accrue before VoxPop is required to make a payment to the applicable Filmmaker, as stated in the applicable Film-Specific Agreement or Exhibit A.

“Platform” or “VoxPop Platform” means the digital platform, websites, applications, services, systems, tools, and related technology operated or made available by VoxPop for submission, review, publication, voting, funding allocation, Film administration, production coordination, licensing, distribution, streaming, exhibition, revenue sharing, and related activities.

“Platform Rules” means the rules, policies, technical requirements, content standards, procedures, and other operational requirements adopted or published by VoxPop from time to time governing use of the Platform, participation in voting, submission and administration of Films, user conduct, payment or Wallet functions, and other Platform activities, excluding any terms that are expressly governed by a separate Film-Specific Agreement or the Voter and Backer Terms. Platform rules may be found at https://www.wearevoxpop.com/platform-rules

"Post-Exclusivity Revenue Share" means any Revenue Share applicable after expiration of the Exclusivity Period, including the applicable Filmmaker and VoxPop shares and the duration of such Revenue Share, as expressly stated in the applicable Film-Specific Agreement or Exhibit A.

"Production Company" means the line producer, production company, or other production-services provider engaged or designated by VoxPop in connection with a Film.

"Production Company Agreement" means the Film-Specific Agreement between VoxPop and the applicable Production Company governing the Production Company's production services, budget administration, production accounting, payment administration, insurance, production compliance, delivery responsibilities, and other Film-specific production obligations.

"Production Services Agreement" means the Film-Specific Agreement governing the Filmmaker's production-stage responsibilities in connection with a Film, including creative execution, cooperation with VoxPop and the Production Company, compliance with the Approved Production Budget and production plan, production milestones, rights and clearance cooperation, delivery, and completion-related obligations.

"Publication Date" means the date on which a Film is first made publicly available through the VoxPop Platform or an approved distribution channel, unless otherwise stated in the applicable Film-Specific Agreement.

"Revenue Share" means the Film-specific allocation of Net Revenue between VoxPop and the Filmmaker, including any different allocation applicable during or after the Exclusivity Period, as stated in the applicable Film-Specific Agreement or Exhibit A.

"Territory" means the geographic area in which rights concerning a Film may be exercised, as specified in the applicable Film-Specific Agreement or Exhibit A; if no Territory is specified, the Territory is worldwide.

"Voter and Backer Terms" means the then-current terms and conditions established by VoxPop governing participation by voters, backers, or other Platform users in voting, Credits, Wallets, payment processing, allocation, refunds, reversals, chargebacks, failed payments, inactive balances, internal reallocations, corrective adjustments, unclaimed-property treatment, and other matters relating to voter or backer participation on the Platform.

"VoxPop" means VoxPop LLC, a New York limited liability company, and its permitted successors and assigns.

"VoxPop Document Suite" means this Agreement together with the Film-Specific Agreements, Voter and Backer Terms, schedules, exhibits, forms, and other written agreements or terms used by VoxPop in connection with the submission, evaluation, voting, funding, production, and any further commercial exploitation of the Film.

"Wallet" means the Platform account, ledger, or other record maintained for a user in which the user's Credits and related Platform activity are recorded.

1. PURPOSE AND SCOPE

1.1 Platform Relationship. "Platform" or "VoxPop Platform" means the digital platform, websites, applications, services, systems, tools, and related technology operated or made available by VoxPop for submission, review, publication, voting, funding allocation, Film administration, production coordination, licensing, distribution, streaming, exhibition, revenue sharing, and related activities.This Agreement governs the general relationship between VoxPop and Filmmaker in connection with Filmmaker's use of the VoxPop Platform.

1.2 Film-Specific Agreements. This Agreement works together with any applicable Film-Specific Agreement in the VoxPop Document Suite executed by the parties.

1.3 Conflict. If this Agreement conflicts with a signed Film-Specific Agreement, the Film-Specific Agreement controls only for the subject matter it covers.

1.4 No Exclusivity. This Agreement does not create an exclusive relationship. Filmmaker may submit Films elsewhere unless a signed Film-Specific Agreement provides otherwise.

2. ACCOUNT AND PLATFORM ACCESS

2.1 Account Information. Filmmaker must provide accurate account, identity, contact, payment, tax, and Film information requested by VoxPop and must keep that information current.

2.2 Authority and Rights. If Filmmaker is an entity or creative team, the person creating the account or signing this Agreement represents that the person has authority to bind the Filmmaker. Filmmaker further represents that Filmmaker owns or controls, or has written authority from all persons who own or control, the Film rights necessary to submit the Film and perform each applicable Film-Specific Agreement.

2.3 Account Security. Filmmaker is responsible for maintaining the security of Filmmaker's account credentials and for activity under Filmmaker's account. Filmmaker must promptly notify VoxPop of any unauthorized access or suspected security issue.

2.4 Platform Rules. Filmmaker must comply with VoxPop's applicable Platform Rules, technical requirements, content standards, Voter and Backer Terms, and Film-specific requirements, as updated from time to time.

3. FILM SUBMISSIONS AND ACCEPTANCE

3.1 Submission Materials and Cost Estimate. VoxPop may require Filmmaker to provide submission materials, including a script, Film summary, trailer, chain-of-title information, rights disclosures, clearance materials, production assumptions, production plan, and signed Film-Specific Agreements. VoxPop may submit a candidate Film to the Production Company to prepare a preliminary cost estimate.

3.2 Discretionary Intake and Budget Gate. After receiving a preliminary cost estimate or other production-cost information, VoxPop may accept or decline the Film for Platform voting in VoxPop's sole and absolute discretion, including because VoxPop considers the estimated cost or budget too high or otherwise commercially unsuitable. No fixed budget ceiling, formula, comparative ranking, or acceptance threshold applies, and VoxPop has no obligation to state or justify its decision.

3.3 No Obligation to Accept or Proceed. VoxPop has no obligation to accept a Film for voting before it clears the discretionary intake and Approved Production Budget gate. Once VoxPop accepts a Film for voting and establishes its Funding Threshold, the Film will achieve Greenlight only in accordance with the definition of Greenlight set forth in this Agreement. Films do not compete against one another for a limited number of slots.

3.4 Later Agreements Required. Acceptance of a Film for one stage does not obligate VoxPop to proceed to any later stage. Any later funding, production, licensing, sublicensing, distribution, aggregation, streaming, broadcasting, exhibition, revenue sharing, or other business terms must be set forth in the applicable Film-Specific Agreement.

4. FILMMAKER OBLIGATIONS

4.1 Accuracy. All information and materials Filmmaker provides to VoxPop must be accurate, complete, and not misleading. Filmmaker must promptly correct any material inaccuracy.

4.2 Legal Compliance. Filmmaker is responsible for ensuring that Filmmaker's submissions, Film materials, production activities, rights, clearances, and Platform activities comply with applicable law, guild or union requirements, privacy rights, publicity rights, intellectual property rights, defamation law, employment obligations, tax obligations, and content regulations.

4.3 Content Standards. Filmmaker may not submit or publish material that infringes third-party rights, contains unlawful defamatory material, unlawfully invades privacy or publicity rights, promotes illegal activity, contains unlawful discriminatory or hateful content, violates applicable law, or violates VoxPop's published content standards.

4.4 Cooperation. Filmmaker must respond reasonably and promptly to VoxPop's requests for Film information, clearance materials, chain-of-title documents, creative and production assumptions, production updates, payment information, tax forms, and other materials reasonably needed for the Platform process or by VoxPop's Production Company.

4.5 No Unauthorized Commitments. Filmmaker may not represent that VoxPop has agreed to fund, produce, license, sublicense, distribute, aggregate, stream, broadcast, exhibit, guarantee, pay, employ, engage, or assume obligations to any cast, crew, vendor, lender, investor, rights holder, distributor, aggregator, platform, broadcaster, line producer, production company, or other third party unless expressly set forth in a signed written agreement.

4.6 No Vote Manipulation or Self-Dealing. Filmmaker will not directly or indirectly manipulate voting or funding activity, including through bots, scripts, purchased votes, straw accounts, undisclosed coordinated accounts, reimbursed supporters, fraudulent payments, chargeback schemes, or any arrangement designed to create a false appearance of independent audience support. Filmmaker will promptly disclose any material financial or personal relationship affecting voting activity and will reasonably cooperate with VoxPop's anti-fraud review.

5. VOXPOP RIGHTS AND RESPONSIBILITIES

5.1 Platform Operation. VoxPop may operate, administer, modify, suspend, or discontinue Platform features, voting mechanics, Film categories, technical requirements, content standards, payment procedures, Wallet functions, and operational procedures.

5.2 Active Films. VoxPop will use commercially reasonable efforts to avoid materially and adversely changing the treatment of an active Film without reasonable notice, but VoxPop may make changes required by law, Platform operations, payment-processor requirements, security concerns, or legal, financial, reputational, or technical risk.

5.3 Removal or Suspension. VoxPop may suspend, remove, or restrict a Film or Film materials if VoxPop receives a credible rights claim, legal notice, payment issue, Platform violation, content complaint, or if VoxPop reasonably determines that continued publication creates legal, financial, operational, technical, or reputational risk.

5.4 Marketing and Placement Support. VoxPop may promote accepted Films through the Platform and VoxPop's ordinary marketing channels and may, under a separate written agreement, market or place completed films with third-party streaming services, distributors, aggregators, broadcasters, exhibitors, digital platforms, or other commercial channels. Specific marketing, placement, licensing, distribution, or promotional commitments, if any, must be set forth in a separate written agreement or Film schedule.

5.5 Greenlight and No Guaranteed Commercial Results. Greenlight triggers the production pathway described in the applicable Funding Agreement, Production Services Agreement, and Production Company Agreement. VoxPop does not guarantee delivery, release, licensing, distribution, aggregation, streaming through any VoxPop-operated or third-party service, exhibition, revenue, audience engagement, or commercial success.

6. INTELLECTUAL PROPERTY

6.1 Filmmaker Materials. Filmmaker retains ownership of Filmmaker's submitted scripts, trailers, films, Film materials, and other creative content, subject only to any rights that may be granted in signed Film-Specific Agreements.

6.2 Platform License. Filmmaker grants VoxPop a limited, non-exclusive license to receive, store, reproduce, display, transmit, process, and use submitted materials as reasonably necessary to operate the Platform, review submissions, administer Films, communicate with users, conduct voting, provide technical support, promote accepted Films, and perform VoxPop's obligations under this Agreement and any Film-Specific Agreement. Any right to license, sublicense, distribute, aggregate, stream, broadcast, exhibit, or otherwise commercially exploit a completed film requires a separate signed Film-Specific Agreement.

6.3 No Implied Rights. Except as expressly stated in this Agreement or a signed Film-Specific Agreement, VoxPop does not acquire ownership of Filmmaker's intellectual property.

6.4 VoxPop Platform IP. VoxPop retains all rights in its Platform, technology, software, designs, trademarks, branding, data systems, workflows, content, and other VoxPop materials. Filmmaker acquires no ownership rights in VoxPop's Platform or intellectual property by using the Platform.

7. WALLET, VOTING, AND USER TERMS

7.1 User-Facing Terms. User Wallet balances, Credits, payment processing, refunds, chargebacks, inactive balances, internal reallocation, and unclaimed-property treatment are governed by the applicable Voter and Backer Terms and applicable law.

7.2 No Direct User Claims. This Agreement governs the relationship between VoxPop and Filmmaker. It does not create direct rights for Platform users against Filmmaker or direct rights for Filmmaker in user Wallet balances except as expressly provided in a signed Funding Agreement or other applicable Film-Specific Agreement.

7.3 Funding, Production, and Exploitation Documents Control. If a Film reaches Greenlight, allocation and disbursement of Film funds, engagement of the Production Company, the Approved Production Budget, and production and delivery obligations will be governed by the applicable Funding Agreement, Production Services Agreement, and Production Company Agreement. Any later licensing, sublicensing, distribution, aggregation, streaming, broadcasting, exhibition, revenue-sharing, or other commercial exploitation will be governed by the applicable signed Film-Specific Agreement.

8. TERM AND TERMINATION

8.1 Term. This Agreement begins on the Effective Date and continues until terminated by either party.

8.2 Termination by Either Party. Either party may terminate this Agreement on thirty (30) days' written notice, subject to any continuing obligations under active Film-Specific Agreements.

8.3 Termination or Suspension by VoxPop. VoxPop may suspend Platform access, remove a Film, or terminate this Agreement immediately if Filmmaker commits fraud, makes a material misrepresentation, breaches this Agreement, violates law or Platform rules, fails to cure a material breach after notice where cure is practical, or creates legal, financial, operational, technical, or reputational risk for VoxPop.

8.4 Effect of Termination. Termination of this Agreement does not terminate any Film-Specific Agreement unless that agreement so provides. Active Films, funds, licenses, distribution or streaming arrangements, deliverables, accounting, revenue-sharing, removal, and wind-down obligations will be handled under the applicable Film-Specific Agreements.

8.5 Survival. Provisions concerning intellectual property, payment and accounting obligations, user terms, indemnification, limitation of liability, governing law, dispute resolution, confidentiality of records, and obligations that by their nature should survive remain in effect after termination.

9. INDEMNIFICATION

Filmmaker agrees to indemnify, defend, and hold harmless VoxPop, its members, managers, officers, directors, employees, contractors, representatives, agents, successors, and assigns from and against all claims, liabilities, damages, losses, costs, and expenses, including reasonable legal fees, arising out of or related to: (a) Filmmaker's breach or alleged breach of this Agreement; (b) inaccurate, incomplete, or misleading information provided by Filmmaker; (c) Filmmaker's Film materials, rights, clearances, production activities, or legal compliance; (d) claims by cast, crew, vendors, lenders, investors, rights holders, collaborators, users, or other third parties relating to Filmmaker or the Film; or (e) Filmmaker's unauthorized commitments or representations concerning VoxPop.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by law, VoxPop is not liable for indirect, incidental, consequential, special, exemplary, speculative, or punitive damages, lost profits, lost opportunities, lost funding, loss of goodwill, loss of data, Platform downtime, user activity, payment-processor conduct, or failure of a Film to receive votes, Greenlight, funding, production, licensing, distribution, aggregation, streaming, exhibition, revenue, or commercial success, except to the extent caused by VoxPop's fraud, willful misconduct, or intentional misuse of Filmmaker's confidential information.

11. GENERAL PROVISIONS

11.1 Entire Agreement. This Agreement, together with any signed Film-Specific Agreements and schedules, constitutes the complete agreement between the parties regarding Filmmaker's relationship with the VoxPop Platform.

11.2 Governing Law and Venue. This Agreement is governed by New York law, without regard to conflict of law principles. The parties consent to exclusive jurisdiction and venue in the state and federal courts located in New York County, New York, except that either party may seek temporary or preliminary injunctive relief in any court of competent jurisdiction where necessary to prevent immediate and irreparable harm.

11.3 No Waiver; Severability; Amendment. Failure to enforce a provision is not a waiver. If any provision is unenforceable, the remaining provisions remain in effect and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable. This Agreement may be amended only in a written instrument signed by both parties.

11.4 Notices. Notices must be in writing and delivered by email, recognized courier, or certified mail to the addresses provided by the parties or maintained in the applicable VoxPop Platform account. Notices to VoxPop may be sent through WeAreVoxPop.com, voxpopinc.com, any successor URL, or to any legal or support address identified on the Platform.

11.5 Assignment. Filmmaker may not assign this Agreement without VoxPop's prior written consent. VoxPop may assign this Agreement to an affiliate, successor, or entity acquiring substantially all of VoxPop's business or assets, provided the assignee assumes VoxPop's obligations.

11.6 Electronic Signatures. This Agreement may be executed electronically and in counterparts, each of which is deemed an original and all of which together constitute one agreement.

SIGNATURES
FILMMAKER / CREATOR:

Signature: ____

Printed Name: ____________________________________

Title, if applicable: ________________________________

Date: ____

Address: ____

Email: ____

FOR VOXPOP LLC:

Authorized Signature: ____________________________

Printed Name: ____________________________________

Title: ____

Date: ____