

V O X P O P
CROWD-POWERED CINEMA
PRODUCTION SERVICES AGREEMENT

This Production Services 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

A. VoxPop has accepted the Film for Platform voting after application of VoxPop’s discretionary intake and budget gate, and the Film has reached or is being prepared for Greenlight under the VoxPop Platform process.

B. VoxPop engages or designates a Production Company for each Film proceeding through the production process and establishes the Approved Production Budget through the Production Company under VoxPop’s direction.

C. Filmmaker is responsible for the creative execution and delivery of the Film within the Approved Production Budget, approved production plan, delivery schedule, rights requirements, and applicable Film-Specific Agreements.

D. The parties desire to establish Filmmaker’s production-stage responsibilities and coordinate those responsibilities with the Funding Agreement, Production Company Agreement, and other applicable agreements in the VoxPop Document Suite.

The parties agree as follows:

1. PURPOSE, DEFINITIONS, AND RELATIONSHIP TO OTHER AGREEMENTS

1.1 Purpose. This Agreement governs Filmmaker’s production-stage responsibilities after the Film has reached, or is being prepared for, Greenlight, including creative execution, cooperation with VoxPop and the Production Company, compliance with the Approved Production Budget and production plan, milestone support, rights and clearance cooperation, delivery, and completion-related obligations.

1.2 Defined Terms. Capitalized terms not defined in this Agreement have the meanings given to them in the Platform Operator Agreement.

1.3 Relationship to Other Agreements. The Platform Operator Agreement governs the general Platform relationship and baseline rights and obligations. The Funding Agreement governs Film-specific funding allocation, disbursement, reserves, priorities, accounting, and related financial terms. The Production Company Agreement governs the Production Company’s production services, budget administration, production accounting, payment administration, insurance, production compliance, and delivery responsibilities.

1.4 Rights and Exploitation Agreements. Any option, acquisition, license, sublicense, distribution, aggregation, streaming, broadcasting, exhibition, Revenue Share, music-clearance, credit, or other rights arrangement must be stated in the applicable signed Film-Specific Agreement. This Agreement does not itself transfer ownership of the underlying script, trailer, completed Film, or other intellectual property.

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

2. GREENLIGHT; REQUIRED PRODUCTION DOCUMENTS

2.1 Greenlight Notice. VoxPop will provide written notice of Greenlight identifying the Film, the applicable Funding Threshold, the amount allocated to the Film after permitted adjustments, and the production documents required before production funds may be released.

2.2 Thirty-Day Signing Deadline. Filmmaker and the Production Company must execute all required production documents within thirty (30) days after VoxPop gives Greenlight notice, unless VoxPop extends that period in writing.

2.3 Withdrawal of Greenlight. If the required production documents are not timely executed, VoxPop may withdraw Greenlight, terminate further production preparation, and return allocated Credits to voter Wallets as Credits in accordance with the Voter and Backer Terms, subject to fraud, chargeback, failed-payment, technical-error, and corrective adjustments.

2.4 No Production Commitment Before Documentation. Greenlight does not authorize Filmmaker to incur obligations in VoxPop's name or require VoxPop to release production funds before the required agreements, tax forms, insurance documents, banking information, budget approvals, and other stated conditions have been completed.

3. PRODUCTION STRUCTURE AND RESPONSIBILITIES

3.1 VoxPop Engagement of Production Company. VoxPop will engage or designate the Production Company for the Film. The Production Company is not merely a vendor selected by Filmmaker, and Filmmaker may not replace, direct, or terminate the Production Company except as authorized in writing by VoxPop.

3.2 Production Company Administration. The Production Company will administer day-to-day production operations, production accounting, budget tracking, payroll and approved vendor processes, insurance, overrun reporting, and delivery obligations under the Production Company Agreement.

3.3 Filmmaker Creative Role. Filmmaker is responsible for the creative execution of the Film and for delivering the creative work in accordance with the Approved Production Budget, approved production plan, schedule, technical and legal delivery requirements, applicable rights agreements, guild or union requirements, and any approval rights stated in a signed agreement.

3.4 Cooperation. Filmmaker will cooperate promptly and in good faith with VoxPop and the Production Company, provide creative and logistical information reasonably required for budgeting and production, attend reasonable production meetings, make timely creative decisions, and provide approvals or materials necessary to avoid delay or increased cost.

3.5 No Unauthorized Commitments. Filmmaker may not bind VoxPop or the Production Company to any cast, crew, vendor, location, union, guild, lender, investor, rights holder, distributor, platform, or other obligation unless VoxPop expressly approves the commitment in writing.

3.6 No Circumvention of Production Controls. Filmmaker will not direct cast, crew, vendors, or other production participants to incur unapproved costs, alter payment arrangements, bypass the Production Company's accounting controls, or take any action intended to evade the Approved Production Budget or VoxPop's approval rights.

4. APPROVED PRODUCTION BUDGET AND PRODUCTION PLAN

4.1 Budget Preparation and Approval. The Production Company will prepare the proposed production budget, production plan, and cash-flow schedule under VoxPop's direction, with reasonable creative and logistical input from Filmmaker. Filmmaker does not originate or self-certify the Approved Production Budget.

4.2 Budget Control. VoxPop will establish and control the Approved Production Budget through the Production Company. The Approved Production Budget and production plan will be attached as Exhibit A, incorporated by reference, or identified in another signed Film schedule.

4.3 Budget Limit. The Film must be produced and delivered within the Approved Production Budget and funds actually available and approved for the Film. VoxPop has no obligation to provide funds beyond those amounts unless VoxPop expressly agrees in writing.

4.4 Budget Changes. Any material budget change, material line-item transfer, scope change, schedule change, commitment outside the approved cash-flow plan, or change affecting delivery, insurance, rights, clearances, guild or union compliance, safety, or final deliverables requires VoxPop's prior written approval.

4.5 Filmmaker Responsibility Within Budget. Filmmaker will make creative decisions and perform Filmmaker's obligations in a manner reasonably designed to keep the Film within the Approved Production Budget and approved schedule. If a creative request would increase cost or delay delivery, Filmmaker must obtain VoxPop's written approval before directing or authorizing the change.

4.6 Overrun Notice and Response. Filmmaker must promptly notify VoxPop and the Production Company of any circumstance known to Filmmaker that may cause an overrun, shortfall, delay, or inability to complete the Film. The Production Company's separate overrun-notice and budget-compliance obligations are governed by the Production Company Agreement.

4.7 No Additional Funding Obligation. VoxPop may consider scope revisions, timeline revisions, alternative financing, budget reallocations, or other solutions, but is not obligated to approve additional funding, accept an overrun, or modify the Film unless VoxPop agrees in writing.

5. MILESTONES AND PRODUCTION DISBURSEMENT SUPPORT

5.1 Milestones. Production milestones, required documentation, and disbursement conditions will be stated in Exhibit A, the Funding Agreement, the Production Company Agreement, or another applicable signed Film-Specific Agreement or Film schedule.

5.2 Film-Specific Tranches. Any 50%/25%/25% disbursement structure is a nonbinding internal guideline only. The actual tranche schedule must be based on the Production Company's approved cash-flow schedule and the requirements of the particular Film.

5.3 Milestone Support. Filmmaker will provide creative deliverables, approvals, confirmations, and other documentation reasonably required to demonstrate satisfaction of a milestone. The Production Company will provide the budget, accounting, insurance, payroll, vendor, and operational documentation required under its agreement.

5.4 Conditions to Disbursement. VoxPop may withhold milestone confirmation or disbursement approval if required documentation, insurance, budget compliance, rights materials, tax forms, banking information, production reports, or delivery materials have not been provided or if a material default remains uncured.

5.5 Direct-Payee Disbursements. Production funds may be paid directly by VoxPop or its payment administrator to the Production Company, payroll service, cast, crew, insurer, vendor, location, guild, union, rights holder, post-production facility, distributor, aggregator, platform, or other approved payee. Filmmaker has no right to require that production funds first be paid to Filmmaker.

5.6 Funding Agreement Controls. No provision of this Agreement requires VoxPop to release funds that have not been earned, documented, approved, or released under the Funding Agreement.

6. CREATIVE CONTROL AND VOXPOP OVERSIGHT

6.1 Creative Execution. Subject to the Approved Production Budget, approved schedule, production plan, applicable rights agreements, legal requirements, and any express approval rights, Filmmaker will lead the creative execution of the Film.

6.2 VoxPop Oversight. VoxPop may review production progress, budget compliance, milestone status, rights and clearance materials, insurance, safety concerns, technical readiness, and delivery readiness. VoxPop's oversight does not make VoxPop the employer of cast or crew or responsible for day-to-day production management except to the extent expressly stated in a signed agreement.

6.3 Production Company Communications. Filmmaker will communicate material production instructions affecting cost, schedule, safety, rights, or delivery through the Production Company and VoxPop-designated channels.

6.4 Progress Updates. Filmmaker will participate in reasonable production updates at the intervals stated in Exhibit A or reasonably requested by VoxPop during active production.

6.5 Exploitation Model. The Film may later be licensed, sublicensed, distributed, aggregated, streamed, broadcast, exhibited, or otherwise exploited through the VoxPop Platform, one or more Distribution Channels, or a combination of both, only as provided in the applicable Film-Specific Agreements governing those rights and any Revenue Share. Nothing in this Agreement represents that VoxPop presently operates a full consumer-facing streaming service.

7. INSURANCE, RIGHTS, CLEARANCES, AND COMPLIANCE

7.1 Production Insurance. The Production Company will obtain and maintain the production insurance required under the Production Company Agreement and Exhibit A, including any required general liability, workers' compensation, automobile, equipment, cast, negative, media, cyber, or other Film-specific coverage. Filmmaker will provide information and cooperation reasonably necessary to obtain and maintain such coverage.

7.2 Errors and Omissions Insurance. Responsibility for obtaining errors and omissions insurance will be stated in Exhibit A or the applicable Film-Specific Agreement. Filmmaker will provide all chain-of-title, clearance, factual substantiation, and other materials reasonably required for underwriting.

7.3 Rights and Clearances. Filmmaker is responsible for ensuring that all underlying rights controlled by Filmmaker are valid and available and for cooperating in the procurement and documentation of all rights, releases, licenses, permits, guild or union permissions, location permissions, music rights, talent and crew agreements, and other clearances required for production and exploitation of the completed Film.

7.4 Music Clearances. Music synchronization and master-use rights must be documented through the applicable Music Clearance, Synchronization and Master Use License or other written licenses acceptable to VoxPop. Delivery of a cue sheet alone does not establish clearance.

7.5 Legal and Production Compliance. Filmmaker will comply with applicable law and with all obligations assigned to Filmmaker under the applicable Film-Specific Agreements, including privacy, publicity, intellectual-property, defamation, guild or union, child-performer, immigration, tax, and content requirements.

7.6 Documentation. Filmmaker will provide copies of material chain-of-title, rights, clearance, guild, union, tax, creative, and delivery documentation reasonably requested by VoxPop or required by an approved Distribution Channel, insurer, or other exploitation partner.

8. DELIVERY MATERIALS AND ACCEPTANCE

8.1 Delivery Deadline. The completed Film and all required delivery materials must be delivered and accepted no later than twelve (12) months after Greenlight, unless a longer period was disclosed to voters or approved by VoxPop in writing and reflected in Exhibit A or another applicable signed Film-Specific Agreement or Film schedule.

8.2 Required Materials. Delivery materials may include the final mastered Film, alternate masters, audio elements, captions, subtitles, accessibility materials, artwork, stills, trailers, press materials, metadata, chain-of-title documents, talent and crew agreements, music cue sheets and executed music licenses, insurance certificates, releases, guild and union documents, and other materials reasonably required for licensing, distribution, aggregation, streaming, broadcasting, exhibition, or other exploitation.

8.3 Technical Standards. The completed Film and delivery materials must satisfy the technical, legal, security, accessibility, metadata, formatting, content-protection, and quality-control requirements stated by VoxPop and any approved Distribution Channel or other exploitation partner.

8.4 Delivery Through Production Company. Unless VoxPop directs otherwise, the Production Company will coordinate physical and technical delivery, while Filmmaker remains responsible for timely creative approvals, rights materials, corrections, and other Filmmaker-controlled elements.

8.5 Acceptance. VoxPop may reject or require correction of any incomplete, nonconforming, legally insufficient, technically defective, or commercially unusable delivery. Acceptance occurs only when VoxPop confirms acceptance in writing.

8.6 No Guaranteed Release or Distribution. Delivery and acceptance do not guarantee release, licensing, distribution, aggregation, streaming, broadcasting, exhibition, revenue, audience engagement, or commercial success.

9. DELAYS; FAILURE TO DELIVER; WALLET CONSEQUENCES

9.1 Notice of Delay. Filmmaker must promptly notify VoxPop and the Production Company of any material delay, rights problem, creative issue, safety concern, insurance issue, or other circumstance known to Filmmaker that may affect completion or delivery.

9.2 Extensions. VoxPop may approve a reasonable extension in writing. An extension is not automatic and should be disclosed to voters when required by the Voter and Backer Terms or applicable Platform Rules.

9.3 Failure to Deliver. If the Film is not timely delivered and accepted, VoxPop may withhold milestone confirmation, suspend disbursement approval, require a cure plan, approve a revised production plan, remove the Film from the Platform, terminate this Agreement, or exercise rights under another signed agreement.

9.4 Return of Voter Credits. If a Film that has achieved Greenlight is not delivered and accepted within twelve (12) months after Greenlight, or within a longer period disclosed to voters, VoxPop will return allocated Credits to voter Wallets as Credits in accordance with the Voter and Backer Terms, subject to fraud, chargeback, failed-payment, technical-error, and corrective adjustments.

9.5 No Cash Refund Right for Filmmaker. The return or adjustment of voter Credits does not create a cash refund, ownership, repayment, or enforcement right in Filmmaker.

10. REPRESENTATIONS, RESPONSIBILITY, AND INDEMNITY

10.1 Authority and Rights. Filmmaker represents that Filmmaker has authority to enter into and perform this Agreement and owns or controls, or has written authority from all persons who own or control, the Film rights necessary for Filmmaker's performance.

10.2 Accuracy. All creative, rights, clearance, production, schedule, and delivery information supplied by Filmmaker must be accurate, complete, and not misleading.

10.3 Filmmaker-Controlled Obligations. Filmmaker is responsible for Filmmaker's creative conduct, rights representations, approvals, instructions, unauthorized commitments, and failure to provide required materials or cooperation.

10.4 No Production Company Liability Shift. Nothing in this Agreement relieves the Production Company of duties imposed directly on it under the Production Company Agreement, and nothing in the Production Company Agreement relieves Filmmaker of duties imposed directly on Filmmaker under this Agreement.

10.5 Indemnity. Filmmaker will indemnify, defend, and hold harmless VoxPop and its members, managers, officers, employees, contractors, representatives, successors, and assigns from claims, losses, liabilities, damages, 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 or misleading information supplied by Filmmaker;

(c) claims concerning rights or materials owned, controlled, supplied, or authorized by Filmmaker; (d) Filmmaker's unauthorized commitments or production instructions; or (e) claims by Filmmaker's collaborators, representatives, lenders, investors, rights holders, or other persons claiming through Filmmaker. This indemnity does not apply to the extent a claim is caused by VoxPop's fraud or willful misconduct.

11. TERM, SUSPENSION, AND TERMINATION

11.1 Term. This Agreement begins on the Effective Date and continues until the Film is completed and accepted, the Film is withdrawn or terminated, or all production-stage and delivery obligations have been satisfied.

11.2 Suspension or Termination by VoxPop. VoxPop may suspend production approval, milestone confirmation, disbursement approval, or platform participation, or terminate this Agreement, if Filmmaker materially breaches this Agreement, makes a material misrepresentation, fails to cooperate, directs unauthorized spending, fails to satisfy a delivery obligation, or creates material legal, financial, operational, reputational, technical, or safety risk.

11.3 Effect of Termination. Termination does not require VoxPop to approve or release funds that have not been earned, documented, approved, or released under the Funding Agreement. Active rights, licenses, Distribution Channel arrangements, accounting, delivery, removal, and wind-down obligations will be handled under the applicable Film-Specific Agreements.

11.4 Survival. Provisions concerning ownership, rights and clearances, delivery materials, accounting support, insurance cooperation, compliance, indemnity, governing law, venue, and obligations that by their nature should survive remain in effect after termination.

12. GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement, Exhibit A, the Platform Operator Agreement, the Funding Agreement, the Production Company Agreement, and any other applicable signed Film-Specific Agreements constitute the complete agreement between VoxPop and Filmmaker regarding Filmmaker's production-stage responsibilities for the Film.

12.2 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.

12.3 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.

12.4 Notices. Notices must be in writing and delivered by email, recognized courier, certified mail, or an approved Platform communication method to the addresses maintained by the parties. 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.

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

12.6 Independent Parties. This Agreement does not create a partnership, joint venture, fiduciary relationship, employment relationship, or agency relationship between VoxPop and Filmmaker. Filmmaker has no authority to bind VoxPop except as expressly stated in a signed writing.

12.7 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:

Signature: _____

Printed Name: _____

Title, if applicable: _____

Date: _____

Address: _____

Email: _____

FOR VOXPOP LLC:

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A
FILM PRODUCTION SCHEDULE

Film Title: _____

Filmmaker: _____ ("Filmmaker").

Greenlight Date: _____

Thirty-Day Production Document Deadline: _____

Approved Production Budget: _____

Production Company: _____

Production Company Contact: _____

Production Company Agreement Date: _____

Production Start Date: _____

Principal Photography Dates: _____

Post-Production Deadline: _____

Final Delivery Deadline: _____

Longer Delivery Period Disclosed to Voters, if any: _____

Approved Territory or Production Locations: _____

Required Insurance: _____

Errors and Omissions Insurance Responsibility: _____

Required Rights and Clearances: _____

Required Music Licenses: _____

Required Delivery Materials: _____

Applicable Technical / Platform Delivery Standards: _____

APPROVED MILESTONE AND DISBURSEMENT SCHEDULE

The schedule below is Film-specific and must reflect the Production Company's approved cash-flow schedule. Any 50%/25%/25% structure is a nonbinding internal guideline only.

Tranche	Percentage / Amount	Milestone	Required Documentation	Approved Payee(s)
1				
2				
3				
4				

SPECIAL PRODUCTION TERMS

Filmmaker Acknowledgment: _____

VoxPop Acknowledgment: _____