

VOXPOP
CROWD-POWERED CINEMA

REVENUE SHARE AND STREAMING LICENSE AGREEMENT

This Revenue Share and Streaming License 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

Filmmaker: _____ (“Filmmaker”)

RECITALS

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

Filmmaker has delivered, or expects to deliver, the Film identified in Exhibit A for possible streaming, distribution, and revenue sharing through the VoxPop Platform.

This Agreement is part of the VoxPop Document Suite and works with the Platform Operator Agreement, the Production Services Agreement, the Funding Agreement, and any other applicable Film-Specific Agreement.

The parties agree as follows:

1. PURPOSE AND RELATIONSHIP TO OTHER AGREEMENTS

1.1 Purpose. This Agreement governs VoxPop’s right to stream, exhibit, distribute, promote, and share revenue from the Film after delivery and acceptance.

1.2 Platform Operator Agreement. The Platform Operator Agreement governs the general Platform relationship, account obligations, Platform Rules, Wallets, Credits and voting, baseline intellectual-property principles, removal rights, and general risk allocation.

1.3 Production and Funding Documents. The Production Services Agreement governs production, delivery, insurance, and deliverables. The Funding Agreement governs Greenlight, allocation, accounting, reserves, and production disbursements.

1.4 Streaming-Specific Control. If this Agreement conflicts with the Platform Operator Agreement or another applicable Film-Specific Agreement, this Agreement controls solely with respect to streaming rights, exclusivity, revenue share, payment, reporting, promotional use of the Film, and post-publication termination.

2. STREAMING LICENSE

2.1 License Grant. Filmmaker grants VoxPop the right to stream, exhibit, perform, distribute, transmit, advertise, and promote the Film on or through the VoxPop Platform and approved Distribution Channels during the term of this Agreement.

2.2 Scope. The license is exclusive during the Exclusivity Period and non-exclusive thereafter unless Exhibit A expressly provides otherwise.

2.3 Territory. The Territory is worldwide unless otherwise stated in Exhibit A.

2.4 No Ownership Transfer. This Agreement does not transfer ownership of the Film or underlying rights to VoxPop. VoxPop receives only the rights expressly granted in this Agreement and Exhibit A.

2.5 Technical Use. VoxPop may make technical changes reasonably necessary for streaming, formatting, compression, captions, metadata, thumbnails, accessibility, compatibility with the VoxPop Platform or any approved Distribution Channel, security, and content delivery, provided VoxPop does not materially alter the creative content of the Film without Filmmaker's written approval.

3. EXCLUSIVITY AND RESERVED RIGHTS

3.1 Exclusivity Period. The Exclusivity Period begins on the Film's Publication Date and continues for the period stated in Exhibit A.

3.2 Restrictions During Exclusivity. During the Exclusivity Period, Filmmaker may not license, distribute, stream, sell, or otherwise make the Film available through a competing platform or Distribution Channel except as permitted in Exhibit A or approved by VoxPop in writing.

3.3 Permitted Activities. During the Exclusivity Period, and unless Exhibit A provides otherwise, Filmmaker may submit the Film to festivals, private industry screenings, awards consideration, press review, and limited promotional screenings, provided that such activities do not materially interfere with VoxPop's rights or any approved Distribution Channel arrangement.

3.4 After the Exclusivity Period, Filmmaker may license, distribute, stream, sell, or otherwise exploit the Film through other Distribution Channels. VoxPop's rights thereafter will be non-exclusive and will continue subject to Section 8.2, the Revenue Share and other financial terms stated in Section 4 and Exhibit A, and any obligations arising from an existing approved Distribution Channel arrangement.

4. REVENUE SHARE, RECOUPMENT, AND PAYMENT

4.1 Revenue Share. The Revenue Share applicable to the Film will be as stated in Exhibit A, including any different Revenue Share applicable during or after the Exclusivity Period.

4.2 Gross Revenue. "Gross Revenue" means all amounts actually received by VoxPop from or through the VoxPop Platform or any approved Distribution Channel and directly attributable to streaming, licensing, distribution, exhibition, or other exploitation of the Film, before permitted deductions.

4.3 Permitted Deductions. "Net Revenue" means Gross Revenue less only those deductions expressly permitted in Exhibit A or another applicable signed Film-Specific Agreement, which may include payment-processor fees, refunds or reversals actually required, taxes collected or remitted, third-party Distribution Channel fees, approved recoupable advances, and approved marketing or distribution costs.

4.4 Recoupment. VoxPop may recoup only those advances, marketing costs, distribution costs, accessibility costs, or other amounts expressly identified as recoupable in Exhibit A or another applicable signed Film-Specific Agreement, and only in the manner and priority stated there.

4.5 Payment. VoxPop will pay Filmmaker's share of Net Revenue, including any applicable Post-Exclusivity Revenue Share, on the Payment Schedule stated in Exhibit A. Unless Exhibit A provides otherwise, payments

will be made quarterly within thirty (30) days after the end of each calendar quarter in which payable revenue is received.

4.6 Minimum Payment Threshold. VoxPop may carry forward amounts below the Minimum Payment Threshold until the Minimum Payment Threshold is reached or this Agreement terminates.

4.7 Currency. Payments will be made in U.S. dollars unless a different currency is expressly stated in Exhibit A or another applicable Film-Specific Agreement.

5. REPORTING AND RECORDS

5.1 Statements. VoxPop will provide reasonable revenue statements showing Gross Revenue, permitted deductions, recoupment, Net Revenue, the applicable revenue-share percentage, and Filmmaker's share for the applicable reporting period, including separate identification of any Post-Exclusivity Revenue Share when applicable.

5.2 Records Review. Filmmaker may request a reasonable review of VoxPop's revenue records relating specifically to the Film, including statements and accounting information received by VoxPop from approved Distribution Channels, no more than once per calendar year, on thirty (30) days' written notice and at Filmmaker's expense.

5.3 Post-Exclusivity Statements. If VoxPop is entitled to any Revenue Share after the Exclusivity Period, Filmmaker will provide VoxPop with periodic statements, on the same reporting schedule applicable under this Agreement unless otherwise stated in Exhibit A, showing all Gross Revenue received by or on behalf of Filmmaker from the exploitation of the Film after the Exclusivity Period, together with applicable deductions, recoupment, Net Revenue, and the Post Exclusivity Revenue Share due to VoxPop. Filmmaker will maintain reasonable books and records supporting those statements and, upon reasonable notice, will permit VoxPop to review such records solely to verify amounts payable to VoxPop under the applicable Post-Exclusivity Revenue Share.

5.4 Limits. Any review under this Section 5 must be limited to books, records, statements, and supporting information reasonably related to the Film and the amounts subject to review, conducted during normal business hours on reasonable notice, and performed in a manner that does not unreasonably disrupt the reviewed party's operations or disclose confidential information unrelated to the Film or the applicable Revenue Share.

5.5 Material Underpayments. If a review under this Section 5 shows an underpayment exceeding five percent (5%) of the amount due to the reviewing party for the reviewed period, the reviewed party will promptly correct the underpayment and reimburse the reviewing party for reasonable review costs.

6. PROMOTION AND CONTENT PROTECTION

6.1 Promotional Use. VoxPop may use the Film's title, logline, artwork, stills, clips, trailer, excerpts, cast and crew information, and approved marketing materials to promote the Film, the VoxPop Platform, and any approved Distribution Channel, subject to any limitations stated in Exhibit A or another applicable Film-Specific Agreement.

6.2 Clip Length. Unless Exhibit A provides otherwise, VoxPop may use clips of the Film not exceeding three (3) minutes in the aggregate for any single promotional use.

6.3 Content Protection. VoxPop will use commercially reasonable technical and operational measures to protect the Film on the VoxPop Platform, but VoxPop does not guarantee that unauthorized copying, downloading, sharing, or infringement will not occur.

6.4 Takedowns. VoxPop may respond to copyright, legal, Platform-related, or other rights-related notices affecting the Film. Filmmaker will reasonably cooperate with VoxPop in addressing any such notices.

7. FILMMAKER WARRANTIES

7.1 Rights and Authority. Filmmaker has full authority to enter into this Agreement, grant the rights granted to VoxPop hereunder, authorize exploitation of the Film through approved Distribution Channels, and perform all continuing Revenue Share, reporting, accounting, payment, and other obligations applicable during and after the Exclusivity Period.

7.2 Delivery and Clearances. The Film has been delivered in accordance with the applicable Production Services Agreement, Production Company Agreement, and other applicable Film-Specific Agreements, and Filmmaker has obtained the rights, releases, licenses, clearances, chain-of-title materials, guild or union permissions, music rights, and insurance required for VoxPop's use of the Film under this Agreement and through any approved Distribution Channel.

7.3 No Conflicts. Filmmaker has not entered into and will not enter into any agreement that conflicts with VoxPop's rights under this Agreement, any existing approved Distribution Channel arrangement, or any continuing Revenue Share, recoupment, reporting, accounting, or payment obligation applicable after the Exclusivity Period.

7.4 No Known Claims. Filmmaker has disclosed any pending or threatened claim, rights restriction, clearance problem, guild or union issue, contractual restriction, or other legal concern that could materially affect the Film, VoxPop's rights under this Agreement, any approved Distribution Channel arrangement, or any continuing post-Exclusivity exploitation or Revenue Share obligation.

8. TERM, TERMINATION, AND REMOVAL

8.1 Term. This Agreement begins on the Effective Date and will remain in effect for so long as the Film is being distributed or otherwise exploited through any approved Distribution Channel, unless otherwise agreed in writing; provided, however, that in no event will the initial term of this Agreement be less than twelve (12) months following the Publication Date.

8.2 Filmmaker Termination. After the Exclusivity Period, Filmmaker may terminate VoxPop's continuing non-exclusive streaming rights upon the notice period stated in Exhibit A; provided, however, that such termination will not impair any existing Distribution Channel arrangement or any Revenue Share, recoupment, payment, accounting, or other obligation applicable to revenue generated before or pursuant to that arrangement.

8.3 VoxPop Termination or Removal. VoxPop may suspend, remove, or terminate availability of the Film on the VoxPop Platform if Filmmaker breaches this Agreement, VoxPop receives a credible rights claim or legal notice, the Film creates legal, financial, technical, reputational, or other material risk to the Platform, or VoxPop discontinues the relevant Platform service. Any such suspension, removal, or termination will remain subject to the rights and obligations arising from any then-existing approved Distribution Channel arrangement and any continuing Revenue Share, recoupment, reporting, accounting, or payment obligations.

8.4 Effect of Termination. Upon termination, VoxPop will use commercially reasonable efforts to remove the Film from active VoxPop Platform availability and cease new licensing activity within VoxPop's control; provided, however, that termination will not impair any existing Distribution Channel arrangement, accrued Revenue Share, recoupment right, payment obligation, accounting obligation, or other right or obligation that by its terms continues after termination. VoxPop will provide a final statement and pay any undisputed amounts then due to Filmmaker.

8.5 Retained Copies. VoxPop may retain archival, backup, legal, compliance, analytics, server, disaster-recovery, and recordkeeping copies of the Film and related materials in accordance with ordinary business practices, subject to this Agreement and any continuing obligations arising under an applicable Distribution Channel arrangement or Film-Specific Agreement.

9. INDEMNIFICATION

Filmmaker agrees to indemnify, defend, and hold harmless VoxPop, its members, managers, officers, directors, employees, contractors, representatives, agents, successors, assigns, and approved Distribution Channels from and against 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) any claim that the Film or any element of it infringes, misappropriates, defames, violates privacy or publicity rights, violates contractual rights, or otherwise violates third-party rights; (c) any chain-of-title, music, talent, crew, guild, union, insurance, or clearance issue; or (d) Filmmaker's failure to disclose a material rights restriction, claim, dispute, or obligation. For the avoidance of doubt, the indemnified losses, costs, and expenses include reasonable attorneys' fees and other costs incurred in defending any indemnified claim and in enforcing Filmmaker's indemnification, defense, and reimbursement obligations under this Section 9, including any action or proceeding between Filmmaker and VoxPop arising from a breach of those obligations.

10. GENERAL PROVISIONS

10.1 Entire Agreement. This Agreement, Exhibit A, the Platform Operator Agreement, and any applicable signed Film-Specific Agreements constitute the complete agreement between the parties regarding streaming rights and revenue share for the Film.

10.2 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.

10.3 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.

10.4 Notices. Any notice required or permitted under this Agreement must be in writing and delivered by email, recognized courier, certified mail, or an approved Platform communication method to the addresses provided by the parties in this Agreement, Exhibit A, or the applicable Platform account. Notices to VoxPop may also be sent to any legal or support address identified on the Platform.

10.5 Assignment. Filmmaker may not assign this Agreement without VoxPop's prior written consent. VoxPop may assign this Agreement to an affiliate, successor, financier, distributor, production entity, distribution or

streaming partner, or entity acquiring substantially all of VoxPop's business or assets, provided the assignee assumes VoxPop's applicable obligations.

10.6 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.

10.7 Survival. Provisions concerning ownership, Revenue Share, payment, reporting, records review, recoupment, existing Distribution Channel arrangements, post-Exclusivity rights and obligations, warranties, indemnification, governing law, venue, retained copies, and any other obligations that by their nature should survive will remain in effect after termination or expiration of this Agreement.

SIGNATURES

FILMMAKER:

Signature: _____

Printed Name: _____

Title, if applicable: _____

Date: _____

Address: _____

Email: _____

FOR VOXPOP LLC:

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

FILM DESCRIPTION, STREAMING TERMS, AND REVENUE SHARE

Film Title: _____

Filmmaker: _____

Production Services Agreement / Film Reference: _____

Publication Date: _____

Territory: _____

Exclusivity Period: _____

Permitted Activities During Exclusivity Period: _____

Revenue Categories Included: _____

Revenue Share During Exclusivity:

Filmmaker Share: _____

VoxPop Share: _____

Post-Exclusivity Revenue Share:

Filmmaker Share: _____

VoxPop Share: _____

Duration of Post-Exclusivity Revenue Share: _____

Gross Revenue Definition Changes, if any: _____

Permitted Deductions: _____

Recoupable Advances or Costs, if any: _____

Payment Schedule: _____

Currency, if other than U.S. Dollars: _____

Minimum Payment Threshold: _____

Termination Notice Period: _____

Promotional Clip Limit, if different: _____

Special Streaming or Distribution Terms, if any: _____

Filmmaker Acknowledgment: _____

VoxPop Acknowledgment: _____