

VOXPOP
CROWD-POWERED CINEMA
TRAILER PUBLISHING AGREEMENT

This Trailer Publishing 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 / Licensor: _____ (“Filmmaker”). “Filmmaker” has the meaning stated in the Platform Operator Agreement and includes the individual creator, loan-out company, production entity, rights-owning entity, or authorized representative of the creative team identified in the applicable Project documents.

RECITALS

A. Filmmaker wishes to submit the promotional trailer, teaser, sizzle reel, or other short-form video identified in Exhibit A (the “Trailer”) for possible publication and promotion in connection with the film project identified there (the “Project”).

B. VoxPop may publish and promote the Trailer if VoxPop accepts it for platform use, subject to this Agreement, the Platform Operator Agreement, and the applicable Project documents.

The parties agree as follows:

1. PURPOSE AND LIMITED LICENSE

1.1 Purpose. This Agreement governs VoxPop’s limited right to publish and promote the Trailer. The Platform Operator Agreement governs the parties’ general platform relationship, and any later production, option, acquisition, licensing, distribution, aggregation, streaming, broadcasting, exhibition, or revenue-sharing rights in the completed Film require a separate signed agreement.

1.2 License. Filmmaker grants VoxPop a non-exclusive, worldwide, royalty-free license during the term to host, store, reproduce, display, stream, perform, transmit, publish, and promote the Trailer, together with approved clips, stills, titles, loglines, descriptions, and Filmmaker materials, through the VoxPop platform, VoxPop-operated services, if any, and VoxPop’s ordinary third-party promotional and social-media channels.

1.3 Technical Changes. VoxPop may make technical changes reasonably required for compatibility, streaming, compression, formatting, captions, thumbnails, previews, metadata, accessibility, security, and similar uses, but may not materially recut, dub, or alter the creative content without Filmmaker’s written consent.

1.4 No Separate Commercial Sublicense. VoxPop may not license the Trailer to a third party for that party’s separate commercial exploitation without Filmmaker’s written consent. This restriction does not prevent VoxPop from using ordinary hosting, content-delivery, social-media, advertising, or promotional service providers to exercise the rights granted here.

2. OWNERSHIP, DELIVERY, AND CLEARANCES

2.1 Ownership. Filmmaker retains ownership of the Trailer, underlying script, and Project materials, subject only to rights granted in this Agreement and other signed Project documents. VoxPop retains ownership of its platform, branding, trademarks, technology, data systems, designs, workflows, and VoxPop-created promotional materials.

2.2 Delivery. Filmmaker will deliver the Trailer in a format reasonably approved by VoxPop, ordinarily MP4 or MOV, and within the runtime stated in Exhibit A. The Trailer must satisfy VoxPop's then-current technical, legal, content, clearance, captioning, metadata, thumbnail, accessibility, and delivery requirements. VoxPop may reject, delay, suspend, or require correction of a nonconforming Trailer.

2.3 Rights and Clearances. Filmmaker represents that Filmmaker owns or controls all rights needed to submit the Trailer and grant this license; that the Trailer does not knowingly infringe, misappropriate, defame, violate privacy or publicity rights, breach contractual rights, or otherwise violate third-party rights; and that Filmmaker has disclosed all material ownership disputes, restrictions, guild or union issues, artificial-intelligence-generated material, third-party materials, and pending or threatened claims.

2.4 Documentation. Filmmaker is responsible for all required rights, releases, consents, and clearances, including those relating to the underlying work, music and sound recordings, footage, artwork, locations, names, likenesses, trademarks, and third-party materials, and will provide supporting documentation reasonably requested by VoxPop. Music synchronization and master-use rights must be documented by written licenses acceptable to VoxPop; a cue sheet alone is not sufficient.

3. PUBLICATION, VOTING, GREENLIGHT, AND REMOVAL

3.1 Acceptance and Publication. VoxPop may accept or reject the Trailer or Project in its sole discretion and is not required to state a reason. If accepted, VoxPop may publish and promote the Trailer in connection with the Project's platform page, stated voting period, and ordinary Project-promotion process.

3.2 No Guarantee. Publication does not guarantee placement, promotion, votes, funding, Greenlight, production, delivery, release, licensing, distribution, streaming, revenue, audience response, or commercial success.

3.3 Greenlight. If VoxPop accepts the Project for voting, the Project reaches Greenlight only by meeting its own project-specific Funding Threshold within the stated voting period, after correction for fraud, chargebacks, failed payments, or platform abuse. Projects do not compete against one another for a limited number of slots. Funding, production, and delivery after Greenlight are governed by the applicable Funding Allocation and Production Disbursement Agreement, Production Services Agreement, and related Project documents.

3.4 Removal. Filmmaker may request removal of the Trailer by written notice, and VoxPop will use commercially reasonable efforts to remove it from active display within five business days, subject to ordinary technical delays and retained archival or backup copies. VoxPop may suspend or remove the Trailer immediately if it receives a credible rights claim, legal notice, payment issue, content complaint, platform violation, or reasonably determines that continued publication creates legal, financial, operational, technical, reputational, or platform risk.

3.5 Effect on Project and Wallet Credits. If the Trailer is removed during an active voting period, VoxPop may suspend or terminate the Project's platform participation. Wallet Credits, vote allocations, and related user treatment will be handled under the Voter and Backer Terms of Service and any applicable funding agreement.

4. INDEMNIFICATION; TERM; GENERAL PROVISIONS

4.1 Indemnification. Filmmaker will indemnify, defend, and hold harmless VoxPop and its members, managers, officers, employees, contractors, representatives, successors, and assigns from claims, liabilities, damages, losses, costs, and reasonable legal fees arising out of or related to Filmmaker's breach, the Trailer or underlying work, rights or clearance failures, third-party materials, or Filmmaker's failure to disclose a material restriction, claim, dispute, or legal issue.

4.2 Term and Termination. This Agreement begins on the Effective Date and continues until the Trailer is removed and the applicable Project-promotion period ends, unless terminated earlier by either party on

written notice. Termination does not affect rights or obligations accrued before termination, retained archival and backup copies, or provisions that by their nature should survive.

4.3 Entire Agreement; Amendment. This Agreement, Exhibit A, the Platform Operator Agreement, and any signed Project-specific agreements constitute the complete agreement regarding publication and use of the Trailer. Any amendment must be in writing and signed by both parties.

4.4 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. Notices to VoxPop may be sent through WeAreVoxPop.com, voxpopinc.com, any successor URL designated by VoxPop, or to any legal or support address identified on the Platform. Notices to the other party must be sent to the email or address stated in this Agreement or Exhibit A, as applicable.

4.5 Governing Law and Venue. This Agreement is governed by New York law. 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.

4.6 Assignment; Severability; Waiver. Filmmaker may not assign this Agreement without VoxPop's prior written consent. VoxPop may assign it to an affiliate, successor, platform partner, distributor, or entity acquiring substantially all of VoxPop's business or assets, provided the assignee assumes VoxPop's applicable obligations. Failure to enforce a provision is not a waiver, and any unenforceable provision will be modified only to the minimum extent necessary while the remainder remains effective.

4.7 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 / LICENSOR:

Signature: _____

Printed Name: _____

Title, if applicable: _____

Date: _____

Address: _____

Email: _____

FOR VOXPOP LLC:

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A
TRAILER AND PROJECT DESCRIPTION

Project Title: _____

Trailer Title, if different: _____

Underlying Script / Work: _____

Filmmaker / Licensor: _____

Trailer Runtime: _____

Trailer Format: _____

Publication Date, if known: _____

Voting Period, if applicable: _____

Project Page / Platform Reference: _____

Approved Project Description: _____

Music Included: _____

Executed Music Licenses Delivered: _____

Talent Releases Delivered: _____

Third-Party Materials Disclosed: _____

Special Trailer Restrictions, if any: _____

Filmmaker Acknowledgment: _____

VoxPop Acknowledgment: _____