VeloviFilms

FILMMAKER & ARTIST DISTRIBUTION AGREEMENT - VERSION 2.3

Welcome to VeloviFilms. We're excited to work with you and help give your content a professional path toward reaching audiences through the VeloviFilms network and, where applicable, broader distribution opportunities. This Agreement is designed to clearly explain what you can expect from VeloviFilms and what we need from you so we can build a successful working relationship.

Effective Date: **Revision Date: _____**

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This Agreement is between **VeloviFilms**, doing business as VeloviFilms ("VeloviFilms" or "Distributor"), and the individual or entity submitting the audiovisual work ("Filmmaker", "Artist", or "Licensor"). The submitted music video, film, or series is referred to as the "Content."

1. DISTRIBUTION TIERS, FEES, SUPPORT, AND REVENUE SHARE

Tier	Service / Support	Fee	VeloviFilms	Licensor
1 - Music Video Distribution	QC + TV/Roku onboarding for music videos; 3 total QC attempts; basic administrative email support.	$500	30%	70%
2 - TV / Roku Preparation	QC + TV/Roku layout preparation for long-form films or series; 3 total QC attempts; basic administrative email support. Optional Tier 2 Consulting Add-On: $500.	$1,500	40%	60%
3 - Premium Distribution	Advanced technical QC; multi-platform delivery/submission preparation, 3 total QC attempts, plus reasonable Tier 3 QC-remediation/distribution-preparation consulting.	$2,500	30%	70%

ALL DISTRIBUTION TIERS HAVE A THREE (3) YEAR INITIAL TERM. PAYMENT POLICY: ALL TIER, CONSULTING, QC, RE-ENTRY, NEW-SUBMISSION AND OTHER SERVICE FEES PAID TO VELOVIFILMS ARE NON-REFUNDABLE, EXCEPT WHERE REQUIRED BY APPLICABLE LAW OR AGREED BY VELOVIFILMS IN WRITING. All service fees, consulting add-on fees, and asset modification fees paid to VeloviFilms are non-refundable once paid, to the fullest extent permitted by law. No refund is due solely because Content fails Quality Control (QC); is rejected by an external platform; receives low ad fill or revenue; or because the Licensor decides not to proceed. Tier 1 and Tier 2 purchases do not constitute a direct submission to external standalone apps like Netflix, Tubi, or standalone distribution networks. Splits apply strictly to Net Revenue actually received and verified by VeloviFilms. No minimum earnings, audience traffic, views, or ad fills are guaranteed.

2. QC SUBMISSION ATTEMPTS

Each purchased Tier includes a maximum of three (3) total QC submission attempts for the technical video asset. The initial delivery is Attempt 1. If correctable technical defects are found, the Licensor may submit up to two revised versions (Attempts 2 and 3) to satisfy technical requirements. If the Content fails technical QC after Attempt 3, that review cycle closes and VeloviFilms has no further obligation. Re-opening a failed submission cycle requires a separate administrative re-entry or new-submission fee as determined by VeloviFilms.

3. ADMINISTRATIVE SUPPORT VS. CONSULTING

Tiers 1 and 2 include basic administrative email support only (e.g., verifying asset receipt, status updates, or account billing queries). Tiers 1 and 2 do not include individualized technical remediation, audio mixing coaching, metadata structuring, or creative advice unless an optional Consulting Add-On is purchased.

4. OPTIONAL $500 CONSULTING ADD-ON - TIERS 1 AND 2

Licensors in Tiers 1 or 2 may purchase a $500 QC-Remediation Consulting package. This provides individualized, itemized technical guidance detailing technical asset failures and steps the Licensor's engineering or post-production team can execute to pass QC. Consulting does not include hands-on editing, track mixing, caption authoring, or rights clearances by VeloviFilms, and does not guarantee platform acceptance or asset approval.

5. TIER 3 INCLUDED CONSULTING; NO CROSS-TIER TRANSFER

Tier 3 includes reasonable technical remediation and aggregation consulting relative strictly to that individual project's submission. Consulting benefits, project credits, and technical allowances are strictly project-specific and non-transferable between separate titles, artists, or accounts.

6. TERM; RENEWAL; TERMINATION

The initial term of this Agreement is three (3) years from the date the Content successfully clears QC and launches on active distribution platforms. Following the initial term, this contract auto-renews for successive one (1) year periods unless either party delivers at least thirty (30) days written notice of non-renewal prior to the expiration of the current cycle. Upon termination or contract expiration, VeloviFilms will process standard digital takedown orders across its distribution network.

7. GRANT OF RIGHTS

Licensor grants VeloviFilms a non-exclusive, worldwide, sublicensable license during the term to host, encode, ingest, reproduce, stream, publicly exhibit, transmit, market, and distribute the Content and associated promotional materials via VeloviFilms services and platform relationships. Ownership of the underlying copyright remains with the original author/Licensor and does not transfer to VeloviFilms. VeloviFilms retains full operational control over its application catalogs and layouts.

8. THIRD-PARTY PLATFORM CONSIDERATION - NO GUARANTEE

Tier 3 involves the technical organization and curation of Content for distribution consideration to third-party digital services (e.g., Tubi, Amazon Prime Video, Plex, The Roku Channel). VeloviFilms operates as a distributor/aggregator and does not guarantee third-party acceptance, curation placement, licensing payouts, release dates, or localized audience size.

9. NON-EXCLUSIVITY; FREE PUBLIC STREAMING RESTRICTIONS

The license granted is non-exclusive, allowing the Licensor to distribute elsewhere provided it does not conflict with downstream exclusivity parameters established here. To protect the distribution value of the platform, the Licensor agrees that the complete Content shall not be made freely available on public video-sharing platforms (such as YouTube, Facebook, or Vimeo) during the active three-year term without prior written authorization from VeloviFilms. Free distribution of trailers, behind-the-scenes content, and short clips up to 30 seconds remains fully permitted.

10. QUALITY CONTROL AND REQUIRED DELIVERY ASSETS

Licensor must deliver a high-quality master file, synchronized English captions, localized high-resolution promotional artwork, accurate runtime metadata, and verification codes (such as ISRC/ISWC codes) satisfying VeloviFilms's asset specifications. Assets failing technical inspection may be rejected or returned for modification.

11. NO DIRECT CONTACT INFORMATION OR SOLICITATION

Delivered technical content, burned-in overlays, metadata descriptions, and promotional artwork must not display personal or corporate phone numbers, direct hyperlinks, QR codes, direct monetization links, or explicit sales pitches. Standard industry text credits for directors, producers, cast, and technical crew are completely acceptable.

12. OWNERSHIP, CLEARANCES, WARRANTIES

Licensor explicitly represents and warrants that it holds full legal authority to enter into this contract and possesses 100% of all necessary global rights, licenses, clearances, and permissions. This includes master recording permissions, synchronized audio rights, actor performance waivers, location clearances, and artwork permissions. Licensor guarantees that the Content does not infringe upon any patent, trademark, privacy right, or copyright of any external party.

13. CONTENT STANDARDS; SUSPENSION AND TAKEDOWN

VeloviFilms maintains a strict zero-tolerance policy for intellectual property claims. VeloviFilms reserves the absolute right to immediately suspend, block, unpublish, or delete any digital content from its streaming systems if it receives a copyright dispute, formal DMCA takedown request, notice of legal threat, platform rule violation, or if ownership verification is found inaccurate.

13A. PROHIBITED AND RESTRICTED CONTENT

VeloviFilms restricts or prohibits the upload of content depicting extreme graphic violence, non-consensual sexual materials, unlawful or dangerous materials, child exploitation, or actionable hate speech. Lawful cinematic narratives or artistic themes are permitted but may be subjected to strict application rating restrictions or age-gating requirements.

13B. MINORS, CHILD PERFORMERS, AND AGE-RESTRICTED CONDUCT

The Licensor accepts full, exclusive compliance responsibility for international and regional labor regulations concerning child performers, including trust accounts, parental execution paperwork, and work-hour limitations. Proper documentation must be preserved by the Licensor.

13C. RELEASES, CLEARANCES, AND PRODUCTION RESPONSIBILITY

VeloviFilms is strictly a distributor, not a producer or co-creator of the Content. The Licensor remains exclusively responsible for payment disputes, union residuals, guild compliance, cast/crew compensation, or injuries arising from production activities.

14. VELOVIFILMS MARKETING RIGHTS

Licensor authorizes VeloviFilms to utilize the Content's title, keyframes, trailers, loglines, and artist names for institutional promotional campaigns, brand marketing, platform showcases, and subscriber acquisition materials across digital networks.

15. LIMITED USE OF VELOVIFILMS NAME AND LOGO

Licensor is granted a limited, revocable, non-exclusive license to use VeloviFilms trademarks and approved logos solely to publicize the availability of the Content within the VeloviFilms network. All promotional rights terminate instantly upon contract expiration.

16. NET REVENUE; TIER-SPECIFIC SPLITS

"Net Revenue" represents gross ad-supported, premium, or subscription revenues actually collected and verified by VeloviFilms directly attributable to the streaming metrics of the individual Content asset, minus processing card deductions, ad network adjustments, withholding taxes, platform tech overhead, and chargebacks. **Licensor explicitly acknowledges that impressions may be fulfilled via premium direct-sold campaigns or global programmatic backfill marketplaces, and Net Revenue splits will be calculated using the actual, blended programmatic or direct-sold CPM rates tracked and verified by VeloviFilms' central ad server (AdButler).** Net Revenue shall be distributed as follows: Tier 1 provides a split of 30% to VeloviFilms and 70% to the Licensor/Artist. Tier 2 provides a split of 40% to VeloviFilms and 60% to the Licensor. Tier 3 provides a split of 30% to VeloviFilms and 70% to the Licensor. Upfront technical setup fees or consulting packages are completely excluded from revenue distribution tracking.

17. CREATOR DASHBOARD BALANCES & FOUR-MONTH FULFILLMENT CYCLES

Accounting and Settlement Windows: VeloviFilms accounts for network revenue across three (3) specific four-month periods each calendar year: Period 1 (January 1 - April 30), Period 2 (May 1 - August 31), and Period 3 (September 1 - December 31). Verified net revenue shares are calculated and manually loaded into the Licensor's secure digital dashboard balance within sixty (60) days following the close of each respective four-month period, **provided that such funds have been fully cleared and received by VeloviFilms from its respective advertising partners and networks. Verified net revenue balances below a minimum payout threshold of \$25.00 USD will not be distributed at the close of a cycle and will instead automatically roll over to the subsequent billing period until the cumulative minimum payout balance is met.**

Self-Service Payout Extractions: Once balances are officially credited to the administration dashboard and cross the active payout threshold, the Licensor may execute an on-demand,

instant digital transfer of their available verified earnings balance. To offset clearinghouse gateway charges and automated transactional overhead, all on-demand instant transactions initiated by the Licensor are subjected to a mandatory Standard 1.5% Instant Transfer Fee (capped at a maximum of \$15.00), which is automatically deducted from the requested extraction amount at the moment of payout execution. No manual 4-month check distributions or Zelle transfers are conducted by the Distributor.

18. NO EARNINGS OR PERFORMANCE GUARANTEE

VeloviFilms explicitly disclaims any representations or financial projections regarding viewer counts, app installation velocity, ad fill density, ranking metrics, or total earnings. The Content may generate nominal or zero revenue depending on organic consumer demand.

19. INVALID TRAFFIC, FRAUD, REFUNDS, AND ADJUSTMENTS

Licensor is prohibited from implementing view bots, click farms, automated scripts, loop streams, or deceptive traffic strategies to inflate earnings metrics. VeloviFilms will permanently freeze balances and withhold revenue metrics linked to suspected fraudulent traffic activities.

20. TAXES AND PAYMENT INFORMATION

Licensor remains exclusively responsible for personal or corporate income tax liabilities. Licensor must supply valid W-9 or W-8BEN tax documents and accurate payout routing parameters prior to receiving any financial payment.

20A. IDENTITY, OWNERSHIP, ACCOUNT, AND PAYMENT VERIFICATION

VeloviFilms mandates robust identity verification prior to onboarding and executing payouts. Licensors must provide official government-issued photo identification and underlying organizational documentation proving absolute authority to administer and bind the Content's copyrights.

20B. SERIOUS VIOLATIONS; PAYMENT HOLDS AND OFFSETS

In the event of active copyright investigations, platform policy alerts, or material misrepresentations regarding ownership, VeloviFilms reserves the legal right to place complete administrative holds on all pending payouts and offset losses against accrued balances.

21. INDEMNIFICATION AND DEFENSE

THE LICENSOR AGREES TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS VELOVIFILMS, ITS PLATFORM PROVIDERS, OFFICERS, AND DIRECTORS FROM ANY AND

ALL DAMAGES, CLAIMS, LAW ENFORCEMENT DEMANDS, LAWSUITS, LOSSES, AND REASONABLE LEGAL FEES ARISING OUT OF A BREACH OF WARRANTY, RIGHTS DISPUTES, MASTER DISAGREEMENTS, OR DMCA TAKEDOWNS SUBMITTED AGAINST THE CONTENT. Licensor assumes 100% financial liability for resolving rights issues.

22. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VELOVIFILMS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR PLATFORM DOWNTIME. VELOVIFILMS'S AGGREGATE CONTRACTUAL LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE TOTAL SERVICE FEE ACTUALLY PAID BY THE LICENSOR UNDER THIS SPECIFIC TRANSACTION.

23. THIRD-PARTY CHANGES; SERVICE INTERRUPTIONS; FORCE MAJEURE

VeloviFilms does not guarantee continuous, un-interrupted application uptime and is not responsible for engineering alterations, store deletions, or policy enforcement updates enacted by operating networks such as Roku, Amazon Fire, Apple, or underlying CDN providers.

24. INDEPENDENT PARTIES; NO AUTHORITY

The parties operate as independent contractors. This agreement does not formulate a partnership, labor employment, joint venture, or agency.

25. AMENDMENTS, POLICIES, AND VERSIONING

VeloviFilms may periodically update structural platform policies, technical metrics, and QC specs. Material economic changes to an active project require written mutual agreement.

26. ENTIRE AGREEMENT; NO ORAL MODIFICATION; SEVERABILITY

This contract represents the complete integrated agreement between the entities. Verbal statements or promotional claims do not modify this text. If a clause is deemed illegal, the remaining parameters survive.

27. NOTICES

All formal legal or distribution notices must be transmitted via email to contact@velovifilms.com for the Distributor, or to the designated communication email provided by the Licensor.

28. GOVERNING LAW AND DISPUTES

This agreement is governed by the laws of the State of Texas. Prior to launching contractual litigation, the entities agree to participate in mandatory good-faith negotiation for at least thirty (30) days to reach an amicable solution.

29. ELECTRONIC ACCEPTANCE AND RECORDS

Digital checkbox affirmation, electronic signatures, and email confirmations hold full, binding legal validity under the U.S. Federal ESIGN Act and state statutes.

30. SECURITY, MODIFICATIONS, & LIABILITY

Upon full execution, VeloviFilms assigns a confidential Security Code to the project. Any subsequent modification instructions, metadata overrides, or digital takedown demands must explicitly contain this Security Code and originate from the verified onboarding email address to prevent unauthorized alterations.

31. EARLY TERMINATION & TAKEDOWN FEES

As outlined in Section 6, the initial distribution term is locked for three (3) years to cover platform cloud compute structures. If the Licensor requests early structural removal or asset deletion prior to the completion of the 3-year term, the Licensor shall pay a **Non-Refundable Early Termination Fee of \$700.00 USD** to offset platform decommissioning labor. **Upon approval of an early termination request and receipt of the Early Termination Fee, VeloviFilms shall have a logistical window of up to fourteen (14) business days to completely de-authorize the Content ID from its ad serving matrix and remove the assets from active digital distribution channels.** VeloviFilms is under no obligation to execute platform takedowns until this fee is settled.

32. POST-SUBMISSION MODIFICATION FEE

Once a project has passed QC and deployed to active streaming environments, any subsequent modification requests submitted by the Licensor (including replacement video files, promotional artwork re-designs, audio adjustments, or text title corrections) will trigger a **Non-Refundable Modification Fee of \$1,000.00 USD** per request cycle to protect engineering overhead.

33. EPISODIC CONTENT, SERIES LIMITS, AND EXCESS ASSET SURCHARGES

Base Allocation Limits: For all assets classified or packaged as an episodic series under Tier 2 (\$1,500) or Tier 3 (\$2,500), the baseline tier enrollment fee covers the ingest, processing, curation, and delivery of a maximum of **three (3) individual episodes**.

Excess Per-Episode Ingestion Fee: Any additional episode submitted as part of the series beyond the initial three (3) baseline episodes shall incur an incremental, mandatory, and non-refundable **Excess Asset Surcharge of \$300.00 USD per individual episode**. This flat rate must be paid in full prior to technical processing.

Runtime Restrictions: No single episode within a series layout may exceed an individual running duration of sixty (60) minutes. Any episode exceeding 60 minutes will be flagged and treated either as a standalone feature-length asset requiring independent full-tier registration or rejected from ingestion workflows.

Cover Art and Thumbnail Graphics Consistency: To maintain strict user interface and brand standard uniformity across the distributor's streaming catalogs, all cover art, posters, tiles, and episode thumbnail layouts must follow a cohesive design grid. Graphical promotional assets must explicitly emphasize the main series title and corresponding numerical episode designation. **STRICT BRANDING BAN:** Under no circumstances shall any promotional imagery, cover art, background backdrops, or descriptions contain visible third-party trademarks, external company logos, contact links, corporate email addresses, phone numbers, watermarked sponsor advertisements, or unapproved promotional tags. Assets violating these branding restrictions will fail QC.

REQUIRED FILMMAKER & ARTIST ACKNOWLEDGMENTS

Licensors must review and check each parameter to execute onboarding confirmation:

[ ] I understand my selected Tier includes a maximum of three total QC attempts: the initial submission plus up to two corrected resubmissions.

[ ] I understand Tiers 1 and 2 include basic administrative email support, not individualized QC-remediation/creative/technical consulting unless I purchase the separate \$500 consulting add-on.

[ ] I understand that Tier 3 includes project-specific consulting and does not clear or transfer benefits to outside titles, filmmakers, or separate tiers.

[ ] I understand consulting packages or technical fees do not guarantee final streaming approval, audience metrics, or platform monetization velocity.

[ ] I certify that I own/control 100% of the necessary intellectual property rights, master assets, audio synchronizations, and performer releases.

[ ] I understand my selected tier's service fee, the initial 3-year lock-in term, and the net revenue splits designated in Section 16.

[ ] I agree to the platform restrictions regarding direct promotional links, public free streaming limitations on YouTube/Vimeo, and VeloviFilms branding usage.

[ ] I acknowledge that all upfront curation, processing, and consulting fees paid to VeloviFilms are strictly non-refundable.

[ ] I verify that paying via credit/debit card does not establish copyright authority if the underlying asset lacks true legal chain-of-title clearances.

[ ] I acknowledge that VeloviFilms will immediately freeze, suspend, or pull down any asset facing active DMCA claims or rights disputes.

[ ] I understand that Tier 1 represents a Music Video framework with a 30% VeloviFilms / 70% Artist split, and Tier 2 applies to TV/Roku layouts with a 40% / 60% split.

[ ] I explicitly acknowledge that episodic content under Tiers 2 & 3 is capped at 3 base episodes under 60 minutes each, that excess episodes are billed at \$300.00 each, and that cover graphics must strictly omit third-party corporate logos, watermarks, or external contact advertisements.

PROJECT & TIER ARCHITECTURE SELECTION

Film or Video Title: _____

ISRC Code (Audio Fingerprint): _____ ISWC / PRO Work ID: _____

Licensor Entity / Legal Name: _____

Designated Contact Email: _____

Selected Tier	[ ] Tier 1 - $500	[ ] Tier 2 - $1,500	[ ] Tier 3 - $2,500
Consulting Add-on	[ ] Tier 1 Add-On ($500)	[ ] Tier 2 Add-On ($500)	[ ] [Included in Tier 3]

_____

Licensor / Authorized Representative Signature

Date: _____

_____

VeloviFilms Authorized Signature

Date: _____