



# DX TECH SOLUTIONS, INC. EXECUTIVE PRODUCER/PRODUCER SERVICES AGREEMENT

THIS AGREEMENT is entered into as of \_\_\_\_\_ (the "Effective Date")

## BETWEEN:

### DX Tech Solutions, Inc.

A corporation organized under the laws of the STATE OF DELAWARE:

Address: 107 Carriage Wood Court, Newark, DE 19702

("Producer" or "DX Tech")

## AND:

\_\_\_\_\_ ("Content Creator")

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

## 1. ENGAGEMENT OF SERVICES

Content Creator hereby engages DX Tech Solutions, Inc., and DX Tech hereby accepts such engagement, to provide producer and production services for the development and production of a live stream television show (the "Program") for broadcast on the DX Virtual TV Platform (the "Platform").

## 2. EXECUTIVE PRODUCER/PRODUCER SERVICES

Our **Executive Producer/Producer Service Package** is offered to show creators in need of help to develop a successful "Pitch Deck" submitted to DX Virtual TV to have their show considered for **sponsor/advertising funding** and added to the broadcast schedule on our platform. This service also provides continued producer/production guidance to ensure the show and your first group of episodes are successfully planned, produced and launched to attract viewers and funders. We have bundled our Executive Producer/Producer services in this package to include:

### 2.1 Program Development

- Annual Subscription to our DX Virtual Campus- Webinar Series
- Collaboration with Content Show Creator from initial program concept through final production
- 10-hour producer strategy session to develop and build a marketable "Pitch Deck"

- Provide creative consultation and guidance on program format, structure, and content
- Assist in developing program ideas into broadcast-ready content
- Provide feedback and recommendations throughout the development process
- See attached

## **2.2 Pre-Production Services**

- 4-hour virtual site/studio production consultation
- Budget planning and resource allocation
- Production scheduling and timeline management
- Technical requirements assessment
- Talent coordination (if applicable)
- Script review and development support

## **2.3 Production Services**

- Production of 10-minute pilot/video trailer of planned show
- Remote recording and video editing of 4-show episode
- Provide access to the DX Virtual TV Platform for live streaming
- Quality control and broadcast standards compliance
- Live streaming infrastructure and technical support
- Serve as liaison between Content Creator and their video production company or team
- Ensure continuity and integrity in show development through coordinated oversight
- Review and approve all guests and characters scheduled to appear on the Program

## **2.4 Optional Video Production Services**

- Upon separate engagement and agreement, DX Tech may provide video production and editing equipment and services
- Terms and compensation for such additional services shall be specified in a separate addendum or statement of work

## **2.4 Post-Production and Broadcast**

- Program editing and finishing (as applicable)
- Broadcast scheduling and coordination
- Platform hosting and streaming services
- Technical troubleshooting and support

# **3. CONTENT CREATOR RESPONSIBILITIES**

Content Creator agrees to:

- Provide original program concepts and creative content
- Collaborate with Producer throughout development and production
- Deliver all content materials in accordance with agreed timelines
- Ensure all content complies with Platform standards and applicable laws
- Obtain all necessary rights, licenses, and clearances for content used in the Program

### **3.1 Production Facilities and Equipment**

- Provide and secure the set location(s) for recording the Program with DX Tech guidance.
- Provide all necessary recording equipment, unless DX Tech Solutions is separately engaged to provide video production and editing services
- Ensure set location meets technical requirements for broadcast quality production
- Maintain appropriate insurance and permits for filming locations
- **Production Facilities and Equipment will be funded by DX Tech Solutions contingent upon program/show acceptance as an approved and marketable property demonstrated by Content quality.**

### **3.2 Talent and Guest Management**

- Manage the scheduling of all guests and other characters appearing on the Program
- Coordinate talent availability and logistics
- Obtain approval from the DX Virtual TV Executive Producer for all guests and appearing characters prior to scheduling
- Secure necessary releases, waivers, and agreements from all on-screen talent

### **3.3 Video Production Coordination**

- If utilizing a third-party video production company or team, Content Creator shall identify and contract with such production services
- Coordinate with DX Tech's production team throughout the production process
- Provide DX Tech with access to video production team for consultation and quality assurance purposes

## **4. INTELLECTUAL PROPERTY RIGHTS**

### **4.1 Content Creator Rights**

Content Creator retains all rights to original creative concepts and materials provided.

### **4.2 Program/ Show Rights**

All rights, title and interests in Program/Show, including IP ownership, is and will remain one hundred percent (100%) retained by the Content Creator (Licensor).

### **4.3 Platform Rights**

DX Tech retains all rights to the DX Virtual TV Platform technology and infrastructure.

## **5. COMPENSATION**

### **5.1 Producer/Production Services Fees**

Content Creator agrees to pay DX Tech Solutions, Inc. a total fee of Three Thousand Dollars (\$3,000.00 USD) for executive producer/producer services to support production of a 12-episode season of the Program/Show.

This fee includes all services outlined in Section 2 of this Agreement, including but not limited to:

- Program development and creative consultation
- Pre-production planning and coordination
- Production liaison services and oversight
- Access to the DX Virtual TV Platform for live streaming
- Technical support and quality control
- Post-production coordination and broadcast services

### **5.2 Payment Terms**

The Content Creator agrees to the following payment terms to be paid over a maximum of six consecutive months after receipt by DX Virtual TV of an upfront payment of One thousand or a minimum of Five hundred (\$1,000.00 or \$500.00) dollars:

- Upfront payment of \$1,000.00 or \$500.00 at contract signing
- Installment payments begin month 2 ends month 6
- Interest free payments

### **5.3 Additional Services**

Any services not specifically included in Section 2, including but not limited to video production equipment and editing services as described in Section 2.4, shall be subject to additional fees as specified in a separate addendum or statement of work.

## **6. TERM AND TERMINATION**

### **6.1 Term**

This Agreement shall commence on the Effective Date and continue until [12-Episodes are Produced] or until completion of the Program, whichever occurs first.

## **6.2 Termination**

Either party may terminate this Agreement:

- By mutual written consent
- Upon [30] days written notice to the other party
- Immediately for material breach by the other party

## **7. CONFIDENTIALITY**

Both parties agree to maintain confidentiality of proprietary information, trade secrets, and confidential business information disclosed during the term of this Agreement.

## **8. WARRANTIES AND REPRESENTATIONS**

### **8.1 Content Creator Warrants:**

- Has full right and authority to enter into this Agreement
- Content provided is original or properly licensed Content
- does not infringe upon any third-party rights Will comply
- with all applicable laws and regulations

### **8.2 Producer Warrants:**

- Has the technical capability and resources to provide the services described
- Will perform services in a professional manner consistent with industry standards

## **9. INDEMNIFICATION**

Each party agrees to indemnify and hold harmless the other party from claims, damages, or expenses arising from breach of warranties or negligent acts.

## **10. LIMITATION OF LIABILITY**

[TO BE NEGOTIATED - Specify liability limitations and exclusions]

## **11. GENERAL PROVISIONS**

### **11.1 Governing Law**

This Agreement shall be governed by the laws of THE STATE OF DELAWARE.

## **11.2 Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements.

## **11.3 Amendments**

This Agreement may only be amended in writing signed by both parties.

## **11.4 Assignment**

Neither party may assign this Agreement without prior written consent of the other party.

## **11.5 Independent Contractor**

Content Creator is an independent contractor and not an employee of DX Tech Solutions, Inc.

# **12. NOTICES**

All notices under this Agreement shall be in writing and delivered to the addresses specified above.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

### **DX TECH SOLUTIONS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **CONTENT CREATOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_