

Koe

Season Agreement

Plain-English agreement between you and Koe Platforms for making and selling one season of your book. Version 2026-09-15 (final).

IN SHORT

You own your book and your season. Koe makes it for \$499 per season — 18 to 24 episodes, about 30 minutes; longer books take more than one, each commissioned separately. The \$499 is paid when you sign and is not refundable. On Koe you keep 80% of every pass. If the season earns money somewhere else, Koe keeps 10% of it — nothing on the first \$1,000 a year — and you can buy that out after a year at a formula fixed in this agreement. Your manuscript is never used to train anything. The episodes are AI-generated video. You confirm you hold the rights to your book. Your season stays on your Koe storefront for at least a year; after that, either of us can end this on 14 days' notice. Everything below is the long version of this box.

Between Koe Platforms ("Koe") and _____ (you, the "Author")
For the season based on your book _____ (the "Book")
Your email for notices _____
Date _____

1. What you own

You own the Book and everything in it. You also own the finished season — every episode, every frame, and the copyright in them — outright, from the moment each episode is delivered. Koe owns none of it and has no say over what you do with the Book or the season. Master files of an episode are released to you for download when that episode is published on your Koe storefront, or when the hosting term in section 2 ends, whichever is first; until then you can view every take in your Koe account.

2. What Koe does

Koe makes the season from the Book: plans it from the whole manuscript, casts it from your cover and your text, renders it, and checks every episode against your text before you see it. Koe hosts and sells the season on your storefront at koe.show with your **non-exclusive, worldwide permission**. That permission runs for a minimum of 12 months from the season's first release on Koe; after that, either of us may end it on 14 days' written notice. It is non-exclusive throughout: you may post clips and episodes anywhere and license the season to anyone at any time. Koe does not sell your season anywhere else without your written agreement. The episodes are AI-generated video; the cast and voices are synthetic, no real person's likeness or voice is used, and you may not request one. During the minimum hosting term, whenever the season is commercially available anywhere, it must also be available on your Koe storefront.

3. What a season is

A season is typically 18 to 24 episodes — about 30 minutes of finished video; a short book may need fewer. Many books run longer than one season; each further season is commissioned separately at the fee in section 7, and you may stop after any season.

4. Approvals

Nothing is made until you have approved the casting sheet in writing. Nothing is published until you have approved the episode in writing. Koe may not publish over your objection, and you may not withhold approval unreasonably or to avoid the hosting term in section 2. Publishing or licensing an episode anywhere is approval of that episode, and Koe may then publish it on your storefront. Koe never renders nudity or explicit acts. Koe aims to deliver the casting sheet within 7 days of receiving your manuscript and each episode within 14 days of your cast approval, will tell you promptly if it cannot, and is not liable for delays.

5. Timing

You send the manuscript within 30 days of signing and respond to each casting sheet and episode within 14 days of Koe's reminder. If Koe hears nothing from you for 60 days at any stage, the season is treated as stopped by you under section 6; the fee is not refunded, and Koe delivers what has been made.

6. If an episode isn't right

Koe decides whether a revision request is reasonable. A reasonable request is about the season — a face that does not match the approved cast, a line missing or changed, a defect such as visual drift, artifacts, the wrong voice or the wrong language, or heat beyond what you asked for — and Koe re-renders for it, up to two re-renders per episode at no charge. Koe may decline requests that contradict an approval you already gave or that are matters of taste, after one courtesy re-render. If you still decline an episode after two re-renders, Koe places its best take of that episode in your Koe account, unpublished, and you choose whether the season is published with it or without it. Nothing is published over your objection. The production fee is not refunded in any case. You may stop production at any time; Koe delivers what has been made.

7. What you pay Koe

(a) Production fee: \$499 per season, paid when you sign, and non-refundable from that moment. It pays for the reading, the casting sheet and the production. You still approve the cast and every episode before anything is made or published; if you decline a casting sheet, Koe recasts until you approve one. **(b) Storefront fee:** 10% of Net Pass Revenue on Koe. “Net Pass Revenue” means the price paid by the viewer minus card-processing fees, sales taxes Koe must collect, and viewer refunds or chargebacks. Koe sets the pass price (\$4.99 at signing) and may change it on 30 days’ notice to you. **(c) Producer’s point:** 10% of Adjusted Gross Receipts (section 8) from money the season earns, on Koe and anywhere else, for as long as it earns money, subject to sections 9 and 12. On Koe, (b) and (c) together are 20% of Net Pass Revenue; you keep 80%. All amounts are in US dollars; each of us handles our own taxes, and Koe may withhold where the law requires. **(d) Nothing else.** Koe receives nothing from sales of the Book, your audiobook, your other books, or any adaptation of the Book not made by Koe.

8. Adjusted Gross Receipts

“Adjusted Gross Receipts” means all money actually received for the season by you, on your behalf, or by anyone who acquires the season or any rights in it from you, minus only: (a) the selling platform’s commission actually charged; (b) card-processing fees actually charged; (c) sales, value-added or similar transaction taxes actually paid; and (d) the fee of an independent third-party licensing agent engaged for that deal, capped at 15% of the deal. No other cost, expense, overhead or offset may be deducted, and receipts from one work may not be offset against another.

9. The first \$1,000 is yours

No producer’s point is owed on the first \$1,000 of Adjusted Gross Receipts from outside Koe per season per calendar year. Free postings of clips or episodes anywhere, at any time, owe nothing.

10. Deals Koe brings you

If Koe finds or negotiates a licence or sale of the season to a third party, Koe receives the greater of the producer’s point or a 15% commission on that deal — never both. Koe never signs a deal for you; you sign, or decline, every deal.

11. Statements, payment and audit

Koe pays you monthly by direct deposit, by the 15th of the following month, with a statement listing every pass sold. For income from outside Koe, you send Koe a statement within 45 days after the end of any calendar quarter in which Adjusted Gross Receipts from outside Koe for that calendar year to date exceed \$1,000, and pay the point due with it. Either of us may audit the other’s relevant records once per year, on 30 days’ notice, at our own cost; if an audit shows an underpayment of more than 10%, the underpaying party bears the cost of the audit and pays the shortfall within 30 days.

12. Buying out the producer’s point

From 12 months after the season’s first commercial release, you may end the producer’s point permanently by paying Koe **four times the Point Run Rate**, with a floor of \$750 and no cap. “Point Run Rate” means the greater of: the point paid or payable for the trailing 12 months; two times the trailing 6 months; or four times the trailing 90 days. The buyout may not be exercised while a written offer, term sheet or active negotiation for the season received or conducted in the prior 90 days is pending; if such a transaction closes within 6 months after a buyout, the buyout price is recalculated as if that transaction’s receipts had been included in the Point Run Rate, and the difference is payable within 30 days. Koe may not refuse a buyout that meets this section. **This formula is fixed for the life of this agreement and may not be changed by Koe.**

13. Everything made on Koe

For every purpose in this agreement, the season includes everything Koe made for you in connection with the Book, whether before or after you signed — sketches, casting sheets, pilot episodes, trailers, stills, and every clip or excerpt of any length, whether or not it carries a Koe mark. Merchandise, sequels, dubbed or localized versions, re-cuts, or other works that reuse Koe-made character designs, synthesized voices, footage or the production bible also count as part of the season for sections 7(c), 8 and 9. A new adaptation of the Book made without any Koe-made material carries no point.

14. Your manuscript

Koe uses your manuscript only to make your season. Koe will never use it, or any part of it, to train or fine-tune any model, and requires the same of any service provider that processes it. Koe deletes its copies within 14 days of your written request.

15. Your promises to Koe

You confirm that you own or control all rights in the Book needed for this agreement, including the right to have it adapted to video, and that the Book and the materials you provide do not infringe anyone’s copyright, trademark, privacy or other rights. If a claim is made against Koe because that is not true, you will cover Koe’s losses and reasonable costs. You also own the outputs: the episodes, and the character designs and voices Koe made for your season, which you may use in connection with the Book. Koe keeps its tools, models and processes, and will not reuse your season’s character designs or voices for anyone else.

16. Koe’s limits

Koe makes no promise about views, sales or earnings. Koe may decline to produce, or may take down, material that is unlawful, that Koe reasonably believes infringes someone’s rights, or that breaks Koe’s published content rules, and must act on a court order or a valid rights claim; if Koe declines before producing anything, the fee is refunded. Koe’s total liability under this agreement is limited to the production fee you paid, and neither of us is liable to the other for indirect or consequential losses.

17. Ending this agreement

After the minimum hosting term in section 2, either of us may end this agreement on 14 days' written notice; before then, you may end it only if Koe is in material breach and has not cured it within 30 days of your written notice. On ending, your storefront permission ends and the season comes down from Koe within 14 days. Ending this agreement, by either of us and for any reason, does not entitle you to any refund of the production fee, unless Koe has delivered no episodes at all. Sections 1, 7(c), 8, 9, 11, 12, 13, 14, 15, 16, 19 and 20 survive; nothing else does.

18. First look

If you decide to have a season made of another book in the same series, you will offer it to Koe first. Koe has 30 days to accept on its then-current standard terms; if it does not, you are free to proceed with anyone. This is an option to receive an offer, not a claim on your book or any right in it.

19. Changes and selling the season

Koe may change its terms for future seasons only; no change ever applies to this season. You may sell or assign the season; the buyer takes it subject to sections 7(c) and 13. Koe may assign this agreement only to a successor to its business, with written notice to you.

20. Law, disputes and the rest

This agreement is governed by the laws of the State of Delaware, USA, without regard to its conflict-of-laws rules. Any dispute is resolved first by good-faith negotiation, then by mediation, and if still unresolved by binding arbitration conducted online under the Consumer Arbitration Rules of the American Arbitration Association, with each party bearing its own costs. This is the entire agreement between us about this season and replaces anything said or written before it. If any part is found unenforceable, the rest stands.

Electronic signatures are valid. Notices go by email to the addresses above. Nothing in this agreement creates a partnership, agency or employment relationship.

Author

Signature: _____

Name: _____

Date: _____

Koe Platforms

Signature: _____

Name: Hong Xuan Kow, Founder

Date: _____

Worked example. 300 passes on Koe at \$4.99 → about \$1,365 Net Pass Revenue → \$1,092 to you, \$273 to Koe. Two years later a platform licenses the season for \$50,000 through your own agent (15%) → Adjusted Gross Receipts \$42,500 → \$4,250 to Koe, \$38,250 to you. If Koe had found that deal, Koe would receive \$7,500 (the 15% commission, being greater than the point) and you \$42,500. You could then buy out the point for four times that year's point.