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# Introduction and Purpose

## Introduction

This Exclusivity Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

## Purpose of Agreement

The purpose of this Agreement is to grant ACME-1 the exclusive right to market and distribute DocuPal's document management software within the United States. DocuPal desires to grant ACME-1, and ACME-1 desires to accept, such exclusive rights, subject to the terms and conditions set forth herein. This Agreement outlines the scope of this exclusivity, the obligations of both parties, and the conditions under which the exclusivity may be terminated or renewed.

## Scope of Exclusivity

This section defines the scope of the exclusive rights granted to ACME-1 by DocuPal Demo, LLC. It details the activities covered, the geographical limitations, and any specific exemptions to this exclusivity.

## Exclusive Rights

DocuPal Demo, LLC grants ACME-1 the exclusive right to market, distribute, and sell its document management software within the defined territory. This exclusivity covers all versions and modules of the software currently available or developed during the term of this Agreement. ACME-1 will be the sole authorized distributor of the software in the United States.



## Geographic Territory

The exclusive rights granted to ACME-1 are limited to the United States. ACME-1 will not have the right to market, distribute, or sell the software outside of this territory. DocuPal Demo, LLC retains all rights to market, distribute, and sell the software in any territory outside of the United States.

## Limitations and Exemptions

The exclusivity granted to ACME-1 is subject to the following limitations:

- **Existing Agreements:** This exclusivity does not affect any existing contracts or partnerships entered into by DocuPal Demo, LLC before the effective date of this Agreement. DocuPal Demo, LLC will provide ACME-1 with a list of these existing agreements within 30 days of the effective date.
- **Direct Sales:** DocuPal Demo, LLC retains the right to directly market and sell the software to specific key accounts, provided that these accounts are pre-approved by ACME-1. A list of pre-approved key accounts will be established and periodically reviewed by both parties.
- **Non-competing Products:** This exclusivity only applies to document management software developed by DocuPal Demo, LLC. It does not prevent ACME-1 from marketing, distributing, or selling other software or products that do not directly compete with DocuPal Demo, LLC's document management software.

## Term and Termination

### Term

This Exclusivity Agreement will begin on January 1, 2024. It will continue until December 31, 2026, unless terminated earlier as described in this section.

### Renewal

This Agreement will automatically renew for additional one-year terms. Either party can prevent renewal by providing written notice to the other party at least 90 days before the end of the current term.



## Termination

This Agreement may be terminated before the end of its term under the following conditions:

- **Material Breach:** Either party may terminate this Agreement if the other party materially breaches any of its obligations and fails to cure such breach within 30 days after receiving written notice of the breach.
- **Insolvency:** Either party may terminate this Agreement immediately if the other party becomes insolvent, enters into bankruptcy, or makes an assignment for the benefit of creditors.
- **Mutual Agreement:** This Agreement may be terminated at any time by mutual written agreement of both DocuPal Demo, LLC and ACME-1.

## Effects of Termination

Upon termination of this Agreement for any reason, all rights granted to ACME-1 under this Agreement will immediately revert to DocuPal Demo, LLC. ACME-1 shall cease all marketing and distribution activities related to the document management software. Both parties will fulfill any outstanding obligations accrued before the termination date.

# Confidentiality and Non-Disclosure Obligations

Both DocuPal Demo, LLC and ACME-1 acknowledge that during the term of this Exclusivity Agreement, they may have access to confidential information belonging to the other party. This information includes, but is not limited to, technical specifications, customer lists, pricing information, and marketing strategies. Both parties agree to treat all such information as strictly confidential.

## Scope of Confidential Information

Confidential information includes any data or information, regardless of form, that one party discloses to the other and identifies as confidential. It also includes information that, due to its nature, a reasonable person would understand to be confidential.



## Obligations

Both DocuPal Demo, LLC and ACME-1 agree not to disclose, duplicate, or use the other party's confidential information for any purpose other than to fulfill their obligations under this Exclusivity Agreement. Each party will take all reasonable steps to protect the confidentiality of the other party's information, using at least the same degree of care that it uses to protect its own confidential information, but no less than reasonable care. Disclosure is allowed to employees, agents, or subcontractors who need to know the information for the purposes of this Agreement, provided they are bound by similar confidentiality obligations.

## Term

The obligations of confidentiality under this section will continue for a period of five years following the termination of this Exclusivity Agreement.

## Remedies

In the event of a breach of this confidentiality obligation, the non-breaching party will be entitled to seek monetary damages, injunctive relief, and recovery of legal fees incurred as a result of the breach. These remedies are in addition to any other remedies available at law or in equity.

# Obligations and Responsibilities of Parties

## DocuPal Demo, LLC

DocuPal Demo, LLC is required to provide ACME-1 with all necessary technical support related to the document management software. This includes timely responses to technical inquiries and the provision of software updates as they become available. DocuPal Demo, LLC will provide comprehensive training to ACME-1's sales and support staff to ensure they are proficient in demonstrating and supporting the software. DocuPal Demo, LLC must also refrain from appointing any other distributors or resellers of the software within the United States during the term of this Agreement.





## ACME-1

ACME-1 will diligently market and distribute the document management software throughout the United States. ACME-1 must meet the quarterly sales quotas as mutually agreed upon. ACME-1 is responsible for maintaining a customer satisfaction rating of at least 4.5 out of 5, based on customer feedback and reviews. ACME-1 must submit regular sales reports to DocuPal Demo, LLC, detailing sales performance, customer feedback, and marketing activities. ACME-1 is also expected to participate in joint performance reviews with DocuPal Demo, LLC to assess the effectiveness of the exclusive arrangement and identify areas for improvement. ACME-1 is obligated to protect the confidential information of DocuPal Demo, LLC, including but not limited to software specifications and pricing strategies.

## Breach and Remedies

### Definition of Breach

A breach of this Exclusivity Agreement occurs if ACME-1 fails to meet the agreed-upon sales targets. It also constitutes a breach if ACME-1 discloses confidential information without authorization. Distributing products that compete with DocuPal Demo, LLC's document management software equally represents a breach of this agreement.

### Notification of Breach

If either party believes a breach has occurred, it must promptly notify the other party in writing. This notification must detail the nature of the breach and the actions required to remedy it.

### Available Remedies

In the event of a breach by ACME-1, DocuPal Demo, LLC is entitled to seek the following remedies:

- **Specific Performance:** DocuPal Demo, LLC can request a court order compelling ACME-1 to fulfill its obligations under this agreement.
- **Injunctive Relief:** DocuPal Demo, LLC may seek a court order to prevent ACME-1 from continuing the breaching behavior.



- **Compensatory Damages:** DocuPal Demo, LLC is entitled to recover damages to compensate for losses resulting from ACME-1's breach.

These remedies are cumulative, and DocuPal Demo, LLC may pursue any or all of them. Disputes related to a breach will be resolved through negotiation, mediation, and, if necessary, binding arbitration in accordance with Delaware law.

## Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to resolve any disputes related to this Exclusivity Agreement in a fair and efficient manner.

### Initial Negotiation

Both parties will first attempt to resolve any disagreements through good-faith negotiation. This involves direct discussions between authorized representatives of both DocuPal Demo, LLC and ACME-1.

### Mediation

If negotiation fails to produce a resolution within thirty (30) days, the parties may agree to pursue mediation. The mediation will involve a neutral third-party mediator, selected by mutual agreement, to facilitate discussions and propose potential solutions. The costs of mediation will be shared equally by both parties.

### Binding Arbitration

If mediation is unsuccessful or if either party chooses not to pursue mediation, any unresolved dispute will be settled by binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association and will take place in Delaware. The arbitrator's decision will be final and binding on both parties and may be enforced in any court of competent jurisdiction.

### Governing Law and Jurisdiction

This Exclusivity Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Any legal action to enforce an arbitration decision or, if arbitration is not permitted,





any legal action related to this Agreement, will be brought in the state or federal courts located in Delaware. Both DocuPal Demo, LLC and ACME-1 consent to the exclusive jurisdiction and venue of these courts.

## Miscellaneous Provisions

### Amendments

This Agreement may be amended or modified only by a written instrument signed by both DocuPal Demo, LLC and ACME-1. No modification or amendment will be effective unless it is in writing and signed by authorized representatives of both parties.

### Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment without such consent shall be void and without effect.

### Notices

All notices and other communications required or permitted under this Agreement must be in writing. Notices must be sent via certified mail or email with confirmation of receipt to the addresses listed at the beginning of this Agreement.

### Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 concerning the subject matter hereof. It supersedes all prior and contemporaneous communications and proposals, whether oral or written, between the parties with respect to the subject matter of this Agreement.

