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# Introduction and Purpose

## Introduction

This Reseller 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 organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

## Purpose

The purpose of this Agreement is to establish the terms and conditions under which ACME-1 will act as an authorized reseller of DocuPal's products and services. This Agreement outlines the responsibilities of both parties, including sales targets, marketing activities, support obligations, commission structures, and other essential aspects of the reseller relationship. This agreement ensures a clear understanding of the operational, financial, and legal framework governing the resale of DocuPal's offerings by ACME-1.

# Definitions and Interpretations

## Definitions

For the purposes of this Reseller Agreement, the following terms shall have the meanings set forth below:

- **"Reseller"** means ACME-1, a business entity located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, authorized to resell the Products within the Territory as defined herein.
- **"Products"** means the software products and related services developed and owned by Docupal Demo, LLC, as specified in **Exhibit A**. Docupal Demo, LLC may update this exhibit from time to time.
- **"Territory"** means the United States of America, unless otherwise specified in **Exhibit B**.



- **"Confidential Information"** means any and all proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by one party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects. Confidential Information does not include information that is or becomes publicly available without breach of this Agreement.

## Interpretation

In this Agreement, unless the context otherwise requires:

- Words using the singular include the plural and vice versa.
- References to persons include bodies corporate, unincorporated associations, and partnerships.
- The headings are for convenience only and do not affect the interpretation of this Agreement.
- Any reference to a statutory provision shall be construed as a reference to that provision as amended, re-enacted, or extended at the relevant time.
- "Include" and "including" are to be construed as meaning "including without limitation."
- References to exhibits are to the exhibits attached to this Agreement, which are incorporated by reference.
- USD refers to United States Dollars, the base currency of Docupal Demo, LLC.

# Appointment and Territory

## Appointment

Docupal Demo, LLC hereby appoints ACME-1 as a non-exclusive reseller of its products and services. This appointment is effective as of 2025-08-09 and shall continue for the term of this Agreement, unless earlier terminated as provided herein. ACME-1 accepts this appointment and agrees to diligently promote, market, and resell the Products within the Territory.



## Territory

The territory granted to ACME-1 under this Agreement is the United States. ACME-1 is authorized to market and sell the Products to customers located within the United States. This is a non-exclusive territory, meaning Docupal Demo, LLC reserves the right to appoint other resellers within the same territory or to sell directly to customers within the United States.

## Rights and Obligations of the Reseller

ACME-1 is appointed as a non-exclusive reseller of DocuPal Demo, LLC's products and services within the United States. ACME-1 has the right to market, promote, and resell the products and services. This right is subject to the terms and conditions outlined in this Agreement.

### Sales and Marketing Responsibilities

ACME-1 will use its best efforts to actively promote and sell DocuPal Demo, LLC's products. ACME-1 must achieve a minimum of \$50,000 in sales revenue per quarter. To support sales efforts, ACME-1 will participate in at least two relevant industry trade shows annually. ACME-1 will also conduct monthly email marketing campaigns to generate leads and promote product awareness. All marketing materials must comply with DocuPal Demo, LLC's brand guidelines. ACME-1 needs to obtain prior written approval from DocuPal Demo, LLC for any marketing materials that deviate from provided templates.

### Reporting and Administration

ACME-1 will provide DocuPal Demo, LLC with monthly sales reports. These reports are due by the 15th of each month. The reports should include detailed information on sales revenue, units sold, customer demographics, and marketing activities. ACME-1 will maintain accurate records of all transactions related to the resale of DocuPal Demo, LLC's products. ACME-1 is responsible for all aspects of customer order processing, invoicing, and collections. ACME-1 will also handle customer inquiries and provide first-level technical support.



## Customer Support

ACME-1 will provide initial support to its customers. This includes answering basic product questions and troubleshooting common issues. If ACME-1 cannot resolve a customer issue, it will escalate the issue to DocuPal Demo, LLC's support team. ACME-1 will cooperate with DocuPal Demo, LLC in resolving customer issues and ensuring customer satisfaction.

## Compliance and Legal Matters

ACME-1 must comply with all applicable laws and regulations in its resale of DocuPal Demo, LLC's products. ACME-1 will not make any false or misleading claims about DocuPal Demo, LLC's products or services. ACME-1 is responsible for obtaining any necessary licenses or permits required for its resale activities. ACME-1 will indemnify and hold DocuPal Demo, LLC harmless from any claims, damages, or expenses arising from ACME-1's breach of this Agreement or its negligence.

## Intellectual Property

ACME-1 acknowledges that DocuPal Demo, LLC owns all intellectual property rights related to its products and services. ACME-1 is granted a limited, non-exclusive license to use DocuPal Demo, LLC's trademarks and marketing materials solely for the purpose of reselling the products. ACME-1 will not modify or alter DocuPal Demo, LLC's trademarks or marketing materials without prior written consent. Upon termination of this Agreement, ACME-1 will immediately cease all use of DocuPal Demo, LLC's intellectual property.

# Rights and Obligations of the Company

Docupal Demo, LLC, holds specific rights and obligations under this Reseller Agreement. These are designed to ensure a productive and mutually beneficial partnership with ACME-1.

## Rights of Docupal Demo, LLC

Docupal Demo, LLC retains ownership of all intellectual property rights related to its products and services. Docupal Demo, LLC has the right to modify or discontinue any product or service with reasonable notice to ACME-1. Docupal Demo, LLC has





the right to monitor ACME-1's sales activities to ensure compliance with the terms of this agreement. Docupal Demo, LLC reserves the right to audit ACME-1's records related to the resale of Docupal Demo, LLC products and services.

## Obligations of Docupal Demo, LLC

Docupal Demo, LLC will provide ACME-1 with access to the products and services for resale as outlined in this agreement. Docupal Demo, LLC will provide technical support to ACME-1 via email and phone during business hours (9 AM - 5 PM PST). This support is intended to assist ACME-1 in addressing customer inquiries and resolving technical issues related to the products and services. Docupal Demo, LLC will provide ACME-1 with marketing materials to support their sales efforts. These materials may include brochures, product specifications, and other promotional content. Docupal Demo, LLC will conduct sales training webinars for ACME-1's sales team. These webinars will cover product features, sales techniques, and other relevant topics to help ACME-1 effectively market and sell Docupal Demo, LLC's offerings. Docupal Demo, LLC is responsible for ensuring that the products and services provided to ACME-1 meet the agreed-upon specifications and quality standards. Docupal Demo, LLC will process and fulfill orders placed by ACME-1 in a timely manner, subject to product availability. Docupal Demo, LLC will remit commissions to ACME-1 based on the agreed-upon commission rates and payment terms as outlined in this agreement. Docupal Demo, LLC will provide ACME-1 with regular updates regarding product changes, pricing adjustments, and other relevant information. Docupal Demo, LLC will maintain the confidentiality of ACME-1's business information and data, in accordance with the confidentiality provisions of this agreement.

## Pricing, Payment, and Commission

DocuPal Demo, LLC will provide ACME-1 with pricing information for the products and services available for resale under this Agreement. These prices are subject to change with thirty (30) days written notice. ACME-1 is responsible for setting its own resale prices to end customers.

### Commission Structure

ACME-1 will receive a commission of fifteen percent (15%) on all sales of DocuPal Demo, LLC products and services made under the terms of this Agreement. Commission eligibility is contingent upon meeting the minimum sales



requirements as defined in Exhibit A of this agreement.

## Payment Terms

DocuPal Demo, LLC will remit commission payments to ACME-1 within thirty (30) days of the date of invoice. Invoices will be issued by ACME-1 to DocuPal Demo, LLC on a [Monthly/Quarterly] basis, detailing all sales made during the relevant period. Each invoice must include supporting documentation, such as sales reports, to verify the sales figures.

## Payment Method

All commission payments will be made via ACH transfer in United States Dollars (USD). ACME-1 is responsible for providing DocuPal Demo, LLC with accurate and up-to-date banking information for ACH transfers. Any fees associated with the ACH transfer will be the responsibility of DocuPal Demo, LLC.

## Minimum Sales Requirements

Commissions will only be paid if ACME-1 meets the minimum sales requirements outlined in Exhibit A. If ACME-1 fails to meet these requirements in a given [Month/Quarter/Year], DocuPal Demo, LLC reserves the right to withhold commission payments for that period. Continued failure to meet minimum sales requirements may be grounds for termination of this Agreement, as per Section [relevant section number] of this Agreement.

## Taxes

ACME-1 is responsible for all applicable taxes associated with the commission payments received under this Agreement. DocuPal Demo, LLC will report commission payments to the relevant tax authorities as required by law. It is understood that ACME-1 operates as an independent contractor, and is responsible for its own tax obligations.





# Licensing and Intellectual Property

ACME-1 acknowledges that Docupal Demo, LLC owns all right, title, and interest in and to the products, services, and associated intellectual property. This includes, but is not limited to, patents, copyrights, trademarks, trade secrets, and any related documentation.

## Intellectual Property Ownership

This Reseller Agreement does not grant ACME-1 any ownership or rights in Docupal Demo, LLC's intellectual property. ACME-1 is strictly prohibited from taking any action that could jeopardize, encumber, or diminish Docupal Demo, LLC's rights. ACME-1 will not attempt to register or use any trademarks, service marks, trade names, domain names, or other designations that are confusingly similar to those of Docupal Demo, LLC.

## Trademark Usage

ACME-1 may use Docupal Demo, LLC's trademarks and branding solely in connection with the marketing and sale of the products and services as outlined in this Agreement. However, all such use is contingent upon receiving prior written approval from Docupal Demo, LLC. Docupal Demo, LLC retains the right to revoke this permission at any time, and ACME-1 must cease all use of the trademarks immediately upon notification of such revocation. ACME-1 agrees to adhere to Docupal Demo, LLC's trademark usage guidelines, as provided and updated from time to time.

## Restrictions

ACME-1 is expressly forbidden from:

- Modifying, reverse engineering, or creating derivative works based upon Docupal Demo, LLC's products or services.
- Removing or altering any copyright, trademark, or other proprietary notices affixed to or contained within the products or services.
- Using Docupal Demo, LLC's intellectual property in any manner that disparages Docupal Demo, LLC, its products, or its services.
- Sub-licensing, transferring, or assigning any rights related to Docupal Demo, LLC's intellectual property to any third party.



- Any unauthorized use of Docupal Demo, LLC's intellectual property will constitute a material breach of this Agreement, entitling Docupal Demo, LLC to pursue all available legal remedies.

# Confidentiality and Non-Disclosure

## Definition of Confidential Information

Both Docupal Demo, LLC and ACME-1 acknowledge that during the term of this Reseller Agreement, each party may have access to confidential information of the other party. This information includes, but is not limited to: customer lists, pricing information, product development plans, business strategies, technical data, and any other information that is proprietary or not generally known to the public.

## Obligations of Confidentiality

Both Docupal Demo, LLC and ACME-1 agree to protect the other party's confidential information with the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable degree of care. Neither party will disclose the other party's confidential information to any third party without the prior written consent of the disclosing party. Confidential information will only be used for the purpose of fulfilling its obligations or exercising its rights under this Reseller Agreement.

## Exclusions

The obligations of confidentiality will not apply to information that:

- Is or becomes publicly available through no fault of the receiving party.
- Was already known to the receiving party prior to its disclosure by the disclosing party.
- Is independently developed by the receiving party without use of or reference to the disclosing party's confidential information.
- Is rightfully received by the receiving party from a third party without restriction on disclosure.
- Is required to be disclosed by law or legal process, provided that the receiving party gives the disclosing party prompt notice of such requirement and cooperates with the disclosing party in seeking a protective order or other appropriate remedy.



## Duration

The obligations of confidentiality under this section will continue for a period of five (5) years from the date of termination of this Reseller Agreement.

## Term and Termination

This Agreement will start on August 9, 2025 and continue for an initial term of one (1) year.

### Renewal

The Agreement will automatically renew for additional one (1) year terms, unless either party provides written notice of termination at least thirty (30) days before the end of the current term.

### Termination for Cause

Docupal Demo, LLC may terminate this Agreement immediately if ACME-1 breaches any material provision of this Agreement. ACME-1 may terminate this Agreement immediately if Docupal Demo, LLC breaches any material provision of this Agreement. Either party may also terminate this Agreement immediately if the other party becomes insolvent or enters into bankruptcy proceedings.

### Termination for Convenience

Either party may terminate this Agreement for any reason by providing thirty (30) days written notice to the other party.

### Effects of Termination

Upon termination of this Agreement for any reason, ACME-1 must immediately stop representing itself as an authorized reseller of Docupal Demo, LLC. ACME-1 will also immediately stop using any of Docupal Demo, LLC's intellectual property. ACME-1 will return all confidential information of Docupal Demo, LLC. Docupal Demo, LLC will pay ACME-1 all earned commissions for sales made before the termination date. Termination will not relieve either party of its obligations to pay any amounts owed to the other party.



# Compliance and Legal Requirements

ACME-1 must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations. This includes, but is not limited to, laws related to data privacy, consumer protection, export control, and anti-corruption. ACME-1 is responsible for obtaining all necessary permits, licenses, and approvals required to perform its obligations under this Agreement.

## Data Protection

ACME-1 will implement and maintain appropriate technical and organizational measures to protect personal data in accordance with applicable data protection laws. ACME-1 shall promptly notify Docupal Demo, LLC of any data breach or security incident that may affect Docupal Demo, LLC's data.

## Ethical Business Practices

ACME-1 agrees to conduct its business ethically and in compliance with all applicable anti-bribery and anti-corruption laws, including the Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act. ACME-1 will not offer, promise, or give anything of value, directly or indirectly, to any government official or other person for the purpose of influencing any act or decision.

## Export Control

ACME-1 acknowledges that the products and services provided by Docupal Demo, LLC may be subject to export control laws and regulations. ACME-1 agrees to comply with all such laws and regulations, including obtaining any required export licenses or authorizations. ACME-1 will not export or re-export the products or services to any country or person prohibited by applicable export control laws.

## Changes in Laws

In the event of any changes in applicable laws or regulations, ACME-1 will promptly notify Docupal Demo, LLC and take all necessary steps to ensure compliance. Docupal Demo, LLC reserves the right to modify this Agreement to reflect any changes in applicable laws or regulations.



# Indemnification and Liability

## Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party, its officers, directors, employees, agents, and affiliates from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Their breach of this Agreement.
- Their negligence or willful misconduct.
- Their violation of any applicable law or regulation.
- Claims from third parties.

The indemnified party shall promptly notify the indemnifying party of any claim subject to indemnification. The indemnifying party shall have the right to control the defense and settlement of any such claim. The indemnified party shall cooperate with the indemnifying party in the defense of such claim.

## Limitation of Liability

To the extent permitted by applicable law, neither party shall be liable to the other party for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, whether based on contract, tort, or any other legal theory, even if such party has been advised of the possibility of such damages.

In no event shall Docupal Demo, LLC's total liability to ACME-1 under this Agreement exceed the total amount of commissions paid by Docupal Demo, LLC to ACME-1 during the twelve (12) months immediately preceding the date on which the claim arose. Each party is responsible for its own damages or losses. Each party assumes liability for its own actions in relation to this agreement.

This limitation of liability shall not apply to:

- A party's indemnification obligations under this Agreement.
- A party's breach of its confidentiality obligations under this Agreement.
- A party's gross negligence or willful misconduct.
- Any liability that cannot be excluded or limited under applicable law.





# Dispute Resolution

Docupal Demo, LLC and ACME-1 aim to resolve any disputes fairly and efficiently.

## Informal Resolution

Both parties will first attempt to resolve any dispute informally. This will involve good-faith negotiations between designated representatives.

## Mediation

If informal resolution fails, both parties agree to pursue mediation. A mutually agreed-upon mediator will be selected. The mediation will take place in California, unless both parties agree otherwise. Both parties will share the costs of mediation equally.

## Arbitration

If mediation is unsuccessful, the dispute will be settled by binding arbitration. The arbitration will be conducted under the rules of the American Arbitration Association. A single arbitrator will be selected by mutual agreement. If the parties cannot agree, the American Arbitration Association will appoint the arbitrator. The arbitration will take place in California. The arbitrator's decision will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

## Governing Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the State of California. The exclusive jurisdiction and venue for any legal action or proceeding arising out of or relating to this Agreement will be in the state and federal courts located in California.



## Force Majeure

DocuPal Demo, LLC will not be liable for any failure or delay in performance. This applies if such failure or delay is due to circumstances beyond its reasonable control. These circumstances include, but are not limited to, natural disasters, acts of war, and new government regulations.

### Notification

If a force majeure event occurs, DocuPal Demo, LLC will promptly notify ACME-1 in writing. This notice must be given within ten (10) days of the event's occurrence.

### Impact and Resolution

Both DocuPal Demo, LLC and ACME-1 will negotiate in good faith. The goal is to find a solution that allows the Reseller Agreement to continue. This may involve adjustments to timelines or other terms. The obligations of DocuPal Demo, LLC under this agreement are suspended to the extent made necessary by the force majeure event.

## Amendments and Entire Agreement

### Amendments

This Agreement may be amended or modified only by a written instrument executed by authorized representatives of both Docupal Demo, LLC and ACME-1. No modification of this Agreement shall be binding unless and until it is reduced to writing and signed by both parties. Oral agreements or understandings are not binding.

### Entire Agreement

This Agreement constitutes the entire agreement and understanding between Docupal Demo, LLC and ACME-1 with respect to the subject matter hereof. It supersedes all prior negotiations, discussions, correspondence, communications, and agreements between the parties relating to such subject matter. Both parties acknowledge that they have not relied on any representation, warranty, or



statement made by the other party that is not expressly set forth in this Agreement. This agreement represents the complete and exclusive statement of the terms agreed upon by Docupal Demo, LLC and ACME-1.

## Notices

All notices regarding this Reseller Agreement must be in writing.

### Methods of Delivery

Notices are considered validly given if delivered by:

- Email
- Certified mail, return receipt requested

### Designated Contacts

Each party must send official communications to the other party at the following addresses:

#### Docupal Demo, LLC

- Contact: John Smith
- Address: 23 Main St, Anytown, CA 90210
- Email: [Email Address of John Smith]

#### Acme, Inc (ACME-1)

- Contact: Jane Doe
- Address: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA
- Email: [Email Address of Jane Doe]

Either party may change its designated contact or address by providing written notice to the other party according to this section. Changes will be effective five (5) business days after receipt of the notice.

## Signatures and Execution

This Reseller Agreement becomes effective as of the last date of signature below.

DocuPal Demo, LLC and ACME-1, through their authorized representatives, indicate their agreement to these terms and conditions.

## Signature Blocks

### DocuPal Demo, LLC

Signed:	
Name:	John Smith
Title:	Authorized Representative
Date:	2025-08-09

### ACME-1

Signed:	
Name:	Jane Doe
Title:	Authorized Representative
Date:	2025-08-09

## No Witnesses

No witnesses or notarization are required for this agreement to be valid.

