

Table of Contents

Introduction and Definitions	3
Purpose	3
Definitions	3
Grant of Franchise and Territory	4
Territory	4
Geographic Boundaries	4
Term and Renewal	4
Renewal Options	5
Renewal Conditions	5
Franchise Fees and Royalties	5
Initial Franchise Fee	5
Royalty Fees	6
Marketing Fees	6
Training and Support	6
Initial Training	6
Ongoing Support	6
Intellectual Property Rights	7
Use of Intellectual Property	7
Protection of Confidential Information	7
Limitations	7
Marketing and Advertising	7
Brand Compliance	8
Quality Control and Operational Standards	8
Inspections and Audits	8
Non-Compliance and Corrective Action	8
Non-Competition and Confidentiality	9
Post-Termination Non-Competition	9
Confidential Information	9
Breach	9
Indemnification and Liability	9
Indemnification by Franchisee	10
Indemnification by Franchisor	10
Limitations of Liability	10



Insurance Requirements	10
Termination and Post-Termination Obligations	10
Franchisee Obligations After Termination	11
Dispute Resolution	11
Initial Dispute Resolution	11
Mediation	12
Arbitration	12
Exceptions	12
Miscellaneous Provisions	12
Governing Law	12
Notices	12
Amendments	13
Assignment	13
Severability	13



Introduction and Definitions

This Franchise Agreement (the "Agreement") is made 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 ("Franchisor"), and Acme, Inc, a business organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Franchisee").

The Franchisor operates and grants franchises for businesses specializing in [describe Franchisor's business]. The Franchisee desires to operate a DocuPal Demo, LLC franchise under the terms and conditions outlined in this Agreement. This Agreement sets forth the rights and obligations of the Franchisor and the Franchisee with respect to the operation of the Franchise.

Purpose

This Agreement grants the Franchisee the right to operate a DocuPal Demo, LLC franchise within a specific territory, utilizing the Franchisor's system, brand, and intellectual property. It defines the responsibilities of both parties, including operational standards, marketing, fees, and the protection of confidential information. The goal is to ensure consistent brand representation and mutual success.

Definitions

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

- **Franchise:** The right granted by the Franchisor to the Franchisee to operate a business under the DocuPal Demo, LLC system, utilizing its trademarks, trade names, and operating procedures.
- **Territory:** The exclusive geographic area granted to the Franchisee in which to operate the Franchise, as described in **Exhibit A**.
- **Gross Sales:** The total revenue derived from all sales of goods and services from the Franchise, without any deductions for expenses.



- **Confidential Information:** Any proprietary information, trade secrets, know-how, data, and other information of the Franchisor, whether written, oral, or electronic, that is not generally known to the public.
- **Intellectual Property:** All trademarks, service marks, trade names, logos, copyrights, patents, and other intellectual property rights owned or licensed by the Franchisor and used in connection with the Franchise.
- **System:** The methods, procedures, and standards prescribed by Franchisor for operating a DocuPal Demo, LLC franchise. This includes, but is not limited to, operations manuals, marketing programs, and training materials.

Grant of Franchise and Territory

DocuPal Demo, LLC grants to ACME-1, and ACME-1 accepts, the right to operate a DocuPal Demo, LLC franchise. This right includes the use of DocuPal Demo, LLC's trademarks. It also includes the operating system and the established DocuPal Demo, LLC business model.

Territory

The territory granted to ACME-1 is exclusive. ACME-1 will be the only authorized DocuPal Demo, LLC franchisee within this territory.

Geographic Boundaries

The exclusive territory consists of the area within the city limits of Anytown, USA. DocuPal Demo, LLC will not establish, nor permit others to establish, a DocuPal Demo, LLC franchise within these boundaries during the term of this Agreement, except as otherwise provided herein.

Term and Renewal

This Franchise Agreement will start on August 9, 2025. The initial term will last for ten (10) years. Unless terminated earlier as described in this Agreement, the initial term will end on August 8, 2035.



Renewal Options

ACME-1 has the option to renew this Franchise Agreement. There are two (2) renewal terms available. Each renewal term is for five (5) years.

Renewal Conditions

To be eligible for renewal, ACME-1 must meet certain conditions. These conditions include:

- Meeting the sales targets set by DocuPal Demo, LLC.
- Maintaining the quality standards required by DocuPal Demo, LLC.
- Compliance with all terms and conditions of this Franchise Agreement.

ACME-1 must provide written notice to DocuPal Demo, LLC of its intent to renew at least six (6) months before the end of the current term. DocuPal Demo, LLC will review ACME-1's performance and compliance before approving any renewal. DocuPal Demo, LLC retains the right to deny renewal if ACME-1 has failed to meet the specified criteria.

Franchise Fees and Royalties

ACME-1 will pay the following fees to Docupal Demo, LLC: an Initial Franchise Fee, Royalty Fees, and Marketing Fees. These fees compensate Docupal Demo, LLC for the right to operate under the franchise system and to support ACME-1's business.

Initial Franchise Fee

ACME-1 will pay Docupal Demo, LLC an initial franchise fee of \$[Insert Amount]. This fee is due upon signing this Franchise Agreement. The initial franchise fee is non-refundable.

Royalty Fees

ACME-1 will pay Docupal Demo, LLC a royalty fee equal to five percent (5%) of its monthly gross sales. Gross sales include all revenue derived from the business. Royalty fees are payable monthly, according within fifteen (15) days following the end of each month.



Marketing Fees

ACME-1 will contribute to marketing and advertising efforts. The marketing fee will be two percent (2%) of monthly gross sales. These fees are also payable monthly, within fifteen (15) days following the end of each month. Docupal Demo, LLC will use these funds for marketing and advertising initiatives designed to benefit all franchisees.

Training and Support

DocuPal Demo, LLC will provide ACME-1 with comprehensive training and support to ensure successful franchise operations.

Initial Training

ACME-1's designated representatives will attend an initial training program lasting two weeks. This program will take place at DocuPal Demo, LLC headquarters in Anytown, CA. The training will cover all aspects of the DocuPal Demo, LLC business model. This includes operational procedures, sales techniques, marketing strategies, and customer service protocols.

Ongoing Support

DocuPal Demo, LLC will provide continuous support to ACME-1 throughout the term of this Agreement. A dedicated franchise support manager will be assigned to ACME-1. This manager will serve as the primary point of contact for any questions or concerns. ACME-1 will also have access to an online knowledge base. This resource contains detailed information on all aspects of the DocuPal Demo, LLC system. ACME-1 must adhere to the operational standards outlined in DocuPal Demo, LLC's operations manual. This includes maintaining cleanliness standards and following customer service protocols.

Intellectual Property Rights

ACME-1 acknowledges that DocuPal Demo, LLC owns valuable intellectual property. This includes trademarks, logos, software, and operating systems (the "Licensed IP"). DocuPal Demo, LLC grants ACME-1 a limited, non-exclusive right to use the



Licensed IP. This use is solely for operating the franchised business. ACME-1 must adhere to DocuPal Demo, LLC's standards in all use of the Licensed IP.

Use of Intellectual Property

ACME-1's use of the Licensed IP is restricted. It is only allowed for the operation of the DocuPal Demo, LLC franchise granted under this Agreement. ACME-1 shall not use the Licensed IP for any other purpose without prior written consent from DocuPal Demo, LLC. Unauthorized use is a breach of this Agreement.

Protection of Confidential Information

ACME-1 recognizes the importance of maintaining the confidentiality of DocuPal Demo, LLC's trade secrets and proprietary information. ACME-1 will ensure that all employees sign confidentiality agreements. These agreements will protect DocuPal Demo, LLC's confidential information. ACME-1 will also implement secure data management practices. This protects the confidentiality and integrity of the Licensed IP and related information.

Limitations

ACME-1 understands that this Agreement does not transfer ownership of any Licensed IP. DocuPal Demo, LLC retains all rights, title, and interest in the Licensed IP. Upon termination of this Agreement, ACME-1 must immediately cease all use of the Licensed IP. They must also return all materials containing or relating to the Licensed IP to DocuPal Demo, LLC.

Marketing and Advertising

DocuPal Demo, LLC will manage all marketing strategies and advertising campaigns. ACME-1 must contribute to these efforts. ACME-1 will pay 2% of its monthly gross sales. These funds will support marketing initiatives.

Brand Compliance

ACME-1 must follow specific brand guidelines. This includes using only approved signage. ACME-1 must also use approved marketing materials. All marketing must align with DocuPal Demo, LLC's standards. This protects brand consistency.



DocuPal Demo, LLC will provide these guidelines to ACME-1. ACME-1 is responsible for staying up-to-date with any changes.

Quality Control and Operational Standards

ACME-1 must maintain consistent product quality in line with DocuPal Demo, LLC standards. ACME-1 must adhere to customer service protocols as defined by DocuPal Demo, LLC. ACME-1 is required to maintain a clean and well-organized business environment.

Inspections and Audits

DocuPal Demo, LLC will conduct audits and inspections of ACME-1's operations quarterly. DocuPal Demo, LLC will provide ACME-1 with advance notice prior to any audit or inspection. These audits will assess ACME-1's adherence to quality, service, and cleanliness standards.

Non-Compliance and Corrective Action

Failure to meet the standards outlined in this agreement may result in corrective action. Initial non-compliance will result in a written warning from DocuPal Demo, LLC. Continued non-compliance may require mandatory retraining for ACME-1's staff. Severe or repeated violations of these standards could lead to termination of this Franchise Agreement. DocuPal Demo, LLC will provide ACME-1 with a reasonable opportunity to correct any deficiencies identified during audits or inspections.

Non-Competition and Confidentiality

ACME-1 acknowledges that during the term of this Franchise Agreement and after its termination, certain restrictions apply to protect DocuPal Demo, LLC's legitimate business interests.



Post-Termination Non-Competition

Following termination of this Franchise Agreement, ACME-1 agrees not to engage in any business that is the same as or similar to the franchised business. This restriction extends for a period of two (2) years. The restricted area includes a radius of fifty (50) miles from the location of the franchised business.

Confidential Information

ACME-1 will receive access to confidential and proprietary information. This includes, but is not limited to, trade secrets, business strategies, and customer lists. ACME-1 must maintain the confidentiality of this information. ACME-1 will use this information only for the purposes of operating the franchise under this Agreement. ACME-1 will not disclose this information to any third party. Non-disclosure agreements will be in place to ensure this protection. Access to sensitive information will be restricted to authorized personnel.

Breach

A breach of either the non-competition or confidentiality provisions will cause significant harm to DocuPal Demo, LLC. In the event of a breach, DocuPal Demo, LLC will be entitled to financial penalties, legal action, and termination of this Agreement.

Indemnification and Liability

Indemnification by Franchisee

ACME-1 agrees to indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to ACME-1's operation of the franchise. This includes, but is not limited to, claims related to ACME-1's negligence, willful misconduct, or breach of this Agreement.



Indemnification by Franchisor

DocuPal Demo, LLC agrees to indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to DocuPal Demo, LLC's gross negligence or willful misconduct.

Limitations of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, except to the extent such damages are required to be paid to a third party as part of a claim covered by the indemnification obligations outlined herein. ACME-1 acknowledges responsibility for day-to-day operations. DocuPal Demo, LLC is responsible for providing training and support.

Insurance Requirements

ACME-1 must maintain, at its sole cost and expense, general liability insurance, property insurance, and workers' compensation insurance, with policy limits as specified by DocuPal Demo, LLC. Certificates of insurance must be provided to DocuPal Demo, LLC upon request.

Termination and Post-Termination Obligations

This agreement can be terminated under specific conditions. Failure to pay royalties will result in immediate termination. Violating brand standards also triggers immediate termination. The unauthorized transfer of this franchise constitutes grounds for immediate termination as well.

DocuPal Demo, LLC must provide ACME-1 with sixty (60) days written notice prior to termination, unless termination is for cause as defined above.



Franchisee Obligations After Termination

Upon termination of this Franchise Agreement, ACME-1 must adhere to the following obligations:

- **Cessation of Use:** ACME-1 will immediately cease using all DocuPal Demo, LLC trademarks, service marks, logos, and other intellectual property. ACME-1 no longer has the right to represent itself as a DocuPal Demo, LLC franchisee.
- **Return of Confidential Information:** ACME-1 must return all confidential information, documents, and materials related to the DocuPal Demo, LLC franchise operations. This includes, but is not limited to, operations manuals, marketing materials, and customer lists.
- **Non-Compete:** For a period of one (1) year following the termination date, ACME-1 will not engage in any business that is similar to the DocuPal Demo, LLC business within a fifty (50) mile radius of the former franchise location. This restriction applies to ownership, operation, employment, or consultation roles.

Dispute Resolution

DocuPal Demo, LLC and ACME-1 want to maintain a strong working relationship. To this end, both parties agree to resolve any disputes efficiently and amicably.

Initial Dispute Resolution

If a dispute arises, the parties will first try to resolve it informally. This involves good-faith negotiations between representatives of both DocuPal Demo, LLC and ACME-1.

Mediation

If informal negotiations fail, the parties will attempt mediation. A mutually agreed-upon mediator will be selected. The mediation will occur within thirty (30) days of either party requesting it. Both parties will share the costs of mediation equally. The mediation will take place in Anytown, California, unless both parties agree to an alternative location.



Arbitration

If mediation is unsuccessful, any unresolved 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 on an arbitrator, the American Arbitration Association will appoint one. The arbitration will take place in Anytown, California, unless both parties agree to an alternative location. The arbitration must begin within ninety (90) days of the failed mediation. 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. Each party will bear its own costs and attorneys' fees. The parties will share the arbitrator's fees and expenses equally.

Exceptions

This dispute resolution process does not apply to actions by DocuPal Demo, LLC to protect its trademarks, trade secrets, or other intellectual property. DocuPal Demo, LLC may seek injunctive or other equitable relief in any court of competent jurisdiction to protect such rights.

Miscellaneous Provisions

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

Notices

All notices relating to this Agreement must be delivered by certified mail or email to the addresses specified in this Agreement.

Amendments

This Agreement may only be amended by a written instrument signed by both DocuPal Demo, LLC and ACME-1.



Assignment

ACME-1 may not assign its rights or delegate its duties under this Agreement without the prior written consent of DocuPal Demo, LLC. DocuPal Demo, LLC is free to assign at will.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the same economic effect.

