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# Introduction and Purpose

## Introduction

This Joint Venture 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 United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc, a company organized under the laws of United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

## Purpose of the Joint Venture

DocuPal and ACME-1 desire to form a joint venture (the "Joint Venture") to combine their resources and expertise for the development, manufacturing, and marketing of a new line of eco-friendly cleaning products. The primary objective of this Joint Venture is to create and commercialize environmentally responsible cleaning solutions that meet growing consumer demand.

## Scope and Duration

This Joint Venture will focus on all activities related to the eco-friendly cleaning product line, including product development, manufacturing, marketing, sales, and distribution. The term of this Agreement shall be five (5) years from the effective date, with an option to renew for an additional term upon mutual written agreement of both parties.

## Parties to the Agreement

### Parties

This Joint Venture Agreement is made and entered into as of August 9, 2025, by and between the following parties:



## DocuPal Demo, LLC

DocuPal Demo, LLC, a company organized and existing under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"). DocuPal will focus on product development and marketing efforts within this joint venture.

## Acme, Inc

Acme, Inc ("ACME-1"), a business entity organized and existing under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA. ACME-1 will be responsible for manufacturing and distribution of the eco-friendly cleaning products.

# Capital Contributions and Ownership Interests

## Initial Capital Contributions

DocuPal Demo, LLC will contribute \$500,000 (USD) in cash to the Joint Venture. DocuPal Demo, LLC will also contribute existing marketing materials related to eco-friendly cleaning products. Acme, Inc. will contribute its manufacturing facilities. Acme, Inc. will also contribute its established distribution network. The contributions will be made within 30 days of the Effective Date.

## Ownership Interests

The ownership interest in the Joint Venture will be split equally between the parties. DocuPal Demo, LLC will hold a 50% ownership interest. Acme, Inc. will hold the remaining 50% ownership interest.



# Governance and Management Structure

## Joint Management Committee

The joint venture will be managed by a Joint Management Committee (JMC). This committee will consist of four representatives. Each party, DocuPal Demo, LLC and Acme, Inc, will appoint two representatives to the JMC.

## Responsibilities of the JMC

The JMC will oversee the operations and strategy of the joint venture. It will be responsible for:

- Setting the overall direction of the joint venture.
- Approving annual budgets and business plans.
- Monitoring the performance of the joint venture against agreed-upon targets.
- Making key decisions related to the joint venture's activities.

## Decision-Making and Voting

The JMC will make decisions through voting. Routine decisions will require a simple majority (51%) of the votes cast. However, certain major strategic changes will require unanimous consent from all members of the JMC. These strategic changes include, but are not limited to:

- Changes to the scope of the joint venture.
- Significant capital expenditures.
- Sale or transfer of the joint venture's assets.
- Amendments to this Joint Venture Agreement.

## Profit and Loss Distribution

The parties will share all profits and losses of the Joint Venture equally. ACME-1 shall receive fifty percent (50%) of the profits. DocuPal Demo, LLC will receive the remaining fifty percent (50%) of the profits.



## Allocation of Losses

ACME-1 will bear fifty percent (50%) of all losses incurred by the Joint Venture. DocuPal Demo, LLC will bear the remaining fifty percent (50%) of such losses.

## Distribution Timing

The Joint Venture will distribute profits to the parties on a [Frequency, e.g., quarterly] basis. The distribution will occur within [Number] days following the end of each [Relevant period, e.g., quarter]. Losses, if any, will be addressed and reconciled at the same time as profit distribution.

# Intellectual Property Rights

## Existing Intellectual Property

DocuPal Demo, LLC will retain all rights, title, and interest in and to its existing intellectual property. This includes its branding and marketing intellectual property. Acme, Inc. will retain all rights, title, and interest in and to its existing intellectual property. This includes its manufacturing process intellectual property. Each party's pre-existing intellectual property remains the sole and exclusive property of that party.

## Joint Venture Intellectual Property

Any intellectual property created, developed, or acquired during the term of this Joint Venture will be jointly owned by DocuPal Demo, LLC and Acme, Inc. Both parties will share equally in all rights, title, and interest to such intellectual property. This includes patents, trademarks, copyrights, trade secrets, and any other form of intellectual property. The parties will cooperate in securing appropriate intellectual property protection for the Joint Venture intellectual property. Both parties must agree in writing for all commercial use.



# Confidentiality and Non-Disclosure

DocuPal Demo, LLC and ACME-1 acknowledge that during the term of this Joint Venture, each party may have access to confidential information of the other party. This information may include, but is not limited to, financial data, customer lists, and proprietary technology.

## Scope of Confidentiality

Both parties agree to hold such confidential information in strict confidence. Neither party will disclose this information to any third party without the prior written consent of the disclosing party. Each party will protect the confidentiality of the other party's information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

## Exceptions

The obligations of confidentiality will not apply to information that:

- Is required to be disclosed by law.
- Is disclosed to a party's professional advisors (e.g., attorneys, accountants), provided such advisors are bound by a duty of confidentiality.
- Becomes publicly available through no fault of either party.

# Term and Termination

## Term

This Joint Venture will begin on August 9, 2025, and will continue for a period of five (5) years, unless terminated earlier as described below.

## Termination

This Joint Venture Agreement may be terminated under the following circumstances:





- **Material Breach:** Either party may terminate this Agreement if the other party commits a material breach of any provision of this Agreement, and such breach continues uncured for a period of thirty (30) days after written notice of the breach is provided to the breaching party.
- **Insolvency:** Either party may terminate this Agreement 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 upon the mutual written agreement of both Docupal Demo, LLC and ACME-1.

## Dispute Resolution

The parties will try to resolve any disputes related to this Joint Venture through good-faith negotiation.

### Negotiation

If a dispute arises, the parties' representatives will meet and try to reach a solution.

### Mediation

If negotiation fails, the parties agree to attempt to settle the dispute by mediation. The parties will mutually agree upon a mediator.

### Arbitration

If mediation is unsuccessful, any unresolved dispute will be settled by binding arbitration. Arbitration will be conducted under the rules of the American Arbitration Association in New York City. The arbitrator's decision will be final and binding on both parties.





# Representations and Warranties

## Authority

Each party represents and warrants that it has the full right, power, and authority to enter into this Joint Venture Agreement. Each party also warrants that it can perform its obligations under this Agreement.

## General

ACME-1 and Docupal Demo, LLC each acknowledge that they are executing this agreement freely and voluntarily. Each party assures the other that its obligations will be completed in a professional and timely manner.

## Limitations

Neither ACME-1 nor Docupal Demo, LLC will be liable to the other for any indirect, incidental, or consequential damages arising out of or related to this Joint Venture Agreement.

# Indemnification and Liability

## Liability for Losses and Damages

Each party will be solely responsible for its own losses or damages. This applies to losses or damages arising from its own negligence or misconduct. Neither DocuPal Demo, LLC nor ACME-1 will be liable for the other's negligence or misconduct.

## Indemnification

Each party agrees to indemnify and hold harmless the other party. This indemnification covers any claims, losses, damages, liabilities, and expenses. These must arise directly or indirectly from its own breach of this Joint Venture Agreement. The indemnifying party will defend and protect the other party against such claims at its own expense.



# Amendments and Modifications

This Joint Venture Agreement may be amended or modified at any time. Any such amendment or modification will be valid only if it is set forth in a written document. This document must be duly executed by both DocuPal Demo, LLC and Acme, Inc.

## Required Approvals

All amendments and modifications to this Agreement require the approval of the executive officers of both DocuPal Demo, LLC and Acme, Inc. No amendment or modification shall be effective unless such approval is obtained from both parties.

## Notices

All notices related to this Joint Venture Agreement must be in writing.

## Methods of Delivery

We will consider notices duly given if delivered by any of the following methods:

- Email
- Certified Mail
- Personal Delivery

## Notice Addresses

Notices should be addressed to the respective parties at the following addresses:

### To DocuPal Demo, LLC:

- Address: 23 Main St, Anytown, CA 90210
- Contact Person: [Insert Contact Person Name]
- Email: [Insert Email Address]

### To ACME-1:

- Address: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA



- Contact Person: [Insert Contact Person Name]
- Email: [Insert Email Address]

Either party may change its contact information by providing written notice to the other party, delivered as described above. The new contact information will be effective 5 business days after the notice is properly given.

## Miscellaneous Provisions

### Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC, and ACME-1 relating to the Joint Venture. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between DocuPal Demo, LLC, and ACME-1 with respect to the Joint Venture.

### Governing Law

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

### Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement 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, to the extent possible, the economic, business, and other purposes of the invalid or unenforceable provision.

## Signatures and Execution

This Joint Venture Agreement shall become effective as of the date of the last signature below.



## Execution

The parties, having read and understood the terms and conditions of this Joint Venture Agreement, agree to be bound by it.

### DocuPal Demo, LLC

Signature:	
Name:	
Title:	
Date:	August 9, 2025

### Acme, Inc

Signature:	
Name:	
Title:	
Date:	August 9, 2025

## Notarization

This Joint Venture Agreement requires notarization to be considered fully executed.

### Notary Public Acknowledgment

State of:

County of:

On this 9th day of August, 2025, before me, a Notary Public in and for said County and State, personally appeared known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Notary Public:

My Commission Expires:

