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Introduction and Purpose

This Subcontractor Agreement ("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 Demo"), and Acme, Inc, a business entity organized under the laws of United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

Objective

The purpose of this Agreement is to set forth the terms and conditions under which Docupal Demo will provide marketing services to ACME-1 as an independent subcontractor. This Agreement defines the scope of work, payment terms, confidentiality obligations, liability considerations, intellectual property ownership, termination conditions, and dispute resolution mechanisms applicable to this subcontracting arrangement. It clarifies the roles, responsibilities, and obligations of both Docupal Demo and ACME-1.

Scope of Work

DocuPal Demo, LLC ("Subcontractor") will provide marketing services to ACME-1 ("Client") as described below. The Subcontractor will perform all services with professionalism and according to industry standards.

Specific Tasks

The Subcontractor will perform the following tasks:

- **SEO Optimization:** The Subcontractor will improve the Client's website ranking in search engine results. All SEO work must follow Google's Webmaster Guidelines.
- **Content Creation:** The Subcontractor will create original, plagiarism-free content for the Client's website and marketing materials.
- **Social Media Management:** The Subcontractor will manage the Client's social media accounts. This includes creating and posting content, engaging with followers, and monitoring social media trends.



Deliverables

The Subcontractor will provide the following deliverables:

- Monthly reports on SEO performance.
- Original, plagiarism-free content as needed.
- Consistent and engaging social media presence.

Subcontractor Responsibilities

The Subcontractor is responsible for:

- Completing all tasks according to the agreed-upon schedule.
- Maintaining open communication with the Client.
- Providing high-quality services that meet the Client's needs.
- Ensuring all content is original and adheres to copyright laws.
- Adhering to Google's Webmaster Guidelines for all SEO activities.

Payment Terms

The total contract value is \$50,000 USD. DocuPal Demo, LLC will invoice ACME-1 according to the following schedule:

- **Upfront Payment:** 25% (\$12,500) upon the execution of this agreement.
- **SEO Implementation:** 25% (\$12,500) upon completion of SEO implementation.
- **Content Creation:** 25% (\$12,500) upon completion of content creation.
- **Social Media Campaign:** 25% (\$12,500) upon completion of the social media campaign.

Invoicing and Payment

DocuPal Demo, LLC will submit invoices to ACME-1 upon completion of each milestone. ACME-1 will remit payment within 30 days of receiving each invoice. Payments should be made to DocuPal Demo, LLC via [specify payment method, e.g., wire transfer, check].



Retainage and Penalties

ACME-1 will retain 10% of each milestone payment if DocuPal Demo, LLC fails to meet agreed-upon deadlines. A penalty of \$100 USD per day will be assessed for each day past the deadline. This penalty will be deducted from the final payment.

Term and Termination

Term

This Subcontractor Agreement will start on January 1, 2024. It will last for 12 months.

Termination

Either party can end this agreement by giving 30 days' written notice. DocuPal Demo, LLC can end the agreement immediately if Acme, Inc. does not pay. Acme, Inc. can end the agreement immediately if DocuPal Demo, LLC breaches confidentiality.

Confidentiality and Non-Disclosure

DocuPal Demo, LLC and ACME-1 acknowledge that during the term of this Agreement, each party may have access to confidential information belonging to the other party. This information includes, but is not limited to, customer lists, pricing details, marketing strategies, and any other non-public data related to either party's business operations.

Obligations

Both parties agree to protect the confidentiality of this information. Neither party will disclose confidential information to any third party without prior written consent from the other party. Furthermore, both parties agree not to use confidential information for any purpose outside the scope of this Agreement. These obligations extend both during the term of this Agreement and after its termination.



Indemnification and Liability

Subcontractor Indemnification

Acme Inc. shall be indemnified, defended, and held harmless by Subcontractor from and against any and all third-party claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Subcontractor's performance of the services under this Agreement. This includes, but is not limited to, claims for personal injury, death, or property damage to the extent caused by the negligence or willful misconduct of the Subcontractor or its agents, employees, or subcontractors.

Acme Inc. Indemnification

Subcontractor shall be indemnified, defended, and held harmless by Acme Inc. from and against any and all third-party claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the materials provided by Acme Inc. for use in the services performed under this Agreement.

Limitation of Liability

To the extent permitted by applicable law, 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, whether based on contract, tort (including negligence), strict liability, or any other theory, even if advised of the possibility of such damages.

Subcontractor shall be liable for damages or losses caused by their negligence or willful misconduct in the performance of the marketing services. Acme Inc. shall be liable for damages or losses directly resulting from defects or inaccuracies in the materials it provides to Subcontractor.

Insurance Requirements

ACME-1 requires the Subcontractor to maintain specific insurance coverage during the term of this Agreement. These requirements protect both parties from potential liabilities and ensure the Subcontractor can meet its obligations.



Required Coverage

The Subcontractor must obtain and maintain, at its own expense, the following insurance coverages:

- **General Liability Insurance:** This insurance should protect against bodily injury and property damage claims.
- **Professional Liability Insurance:** This insurance should cover errors, omissions, or negligent acts in the performance of the marketing services.

Minimum Coverage Amounts

The Subcontractor must maintain minimum coverage amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for both General Liability and Professional Liability Insurance. ACME-1 reserves the right to request higher coverage limits if the scope of work warrants it.

Certificates of Insurance

The Subcontractor shall provide ACME-1 with certificates of insurance evidencing the required coverage before commencing any work under this Agreement. These certificates must name ACME-1 as an additional insured on the General Liability policy. The Subcontractor must also provide updated certificates upon renewal or modification of any insurance policy.

Compliance with Laws and Regulations

Docupal Demo, LLC will perform all services under this Agreement in compliance with all applicable federal, state, and local laws and regulations. This includes, but is not limited to, laws relating to labor, employment, and safety.

Applicable Laws

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. Where applicable, federal laws of the United States will also govern.



Permits and Licenses

Acme, Inc. is solely responsible for obtaining all necessary permits, licenses, and approvals required for the execution and completion of the marketing services outlined in this Agreement. Docupal Demo, LLC will cooperate with Acme, Inc. and provide reasonable assistance to obtain such permits and licenses.

Industry Standards

Docupal Demo, LLC will adhere to all generally accepted industry standards and best practices in performing the marketing services. This includes maintaining appropriate insurance coverage and ensuring that all personnel are properly trained and qualified to perform their assigned tasks. Docupal Demo, LLC will further ensure a safe working environment, complying with all relevant safety regulations.

Intellectual Property Rights

Ownership of Deliverables and Inventions

Acme, Inc. shall exclusively own all rights, title, and interest, including all intellectual property rights, in and to all deliverables created under this Agreement. This includes, but is not limited to, all documents, reports, designs, software, and other materials. Acme, Inc. will also own any and all inventions, discoveries, or improvements conceived or made by Docupal Demo, LLC, solely or jointly with others, that arise out of the work performed under this Agreement.

License to Pre-Existing IP

Docupal Demo, LLC grants to Acme, Inc. a non-exclusive, royalty-free license to use Docupal Demo, LLC's pre-existing intellectual property. This license is granted solely for the purpose of Acme, Inc. utilizing the deliverables and inventions created under this Agreement. The license will remain in effect for the duration of this Agreement.



Dispute Resolution

The parties will try to resolve any dispute related to this Agreement through good-faith negotiation.

Mediation

If negotiation fails, the parties will attempt to settle the dispute by mediation. They will mutually select a mediator. The mediation will occur in Delaware. Both parties will share the costs of the mediator equally.

Arbitration

If mediation is unsuccessful, any remaining dispute will be settled by binding arbitration. The arbitration will follow the rules of the American Arbitration Association. A single arbitrator will conduct the arbitration in Delaware. The arbitrator's decision will be final and legally binding. The arbitrator can award legal fees and costs to the winning party.

Governing Law and Jurisdiction

The laws of the State of Delaware govern this Agreement. The courts of Delaware have jurisdiction over any legal action related to this Agreement.

Contractor and Subcontractor Relationship

ACME-1 engages Docupal Demo, LLC as an independent contractor. Nothing in this agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Docupal Demo, LLC will determine the method, details, and means of performing the services described herein.

Authority

Docupal Demo, LLC has no authority to act as an agent for, or bind ACME-1, in any way. Docupal Demo, LLC will not represent to anyone that it has such authority.



Independent Contractor Status

Docupal Demo, LLC is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any kind. ACME-1 will not be responsible for any of these obligations. Docupal Demo, LLC will not be entitled to any ACME-1 employee benefits.

Warranties and Representations

General Warranties

ACME-1 warrants that it has the full right, power, and authority to enter into and perform this Agreement. ACME-1 further warrants that the execution of this Agreement and performance of its obligations will not violate any other agreement to which it is a party.

Service Quality

ACME-1 warrants that all marketing services performed under this Agreement will be completed in a professional and workmanlike manner. ACME-1 will ensure the services meet industry standards.

Compliance

ACME-1 warrants that its performance under this agreement will comply with all applicable laws, rules, and regulations.

Notices

All notices regarding this Subcontractor Agreement must be in writing.

Methods of Delivery

DocuPal Demo, LLC will send notices via email to legal@docupaldemo.com. Acme, Inc. will send notices via email to legal@acmeinc.com.



Effective Date

Email notices are effective upon sending.

Miscellaneous Provisions

Amendments

This Agreement may be amended or modified only by a written agreement signed by both Docupal Demo, LLC and ACME-1.

Entire Agreement

This Agreement contains the entire agreement between Docupal Demo, LLC and ACME-1 relating to the subject matter hereof. 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 Marketing Services.

Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from acts of God, war, riots, fire, explosion, flood, strike, lockout, injunction, governmental action, or any other cause beyond the reasonable control of such party. The parties will negotiate in good faith to find a solution in case of unforeseen events.

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, except that Docupal Demo, LLC may assign this Agreement to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets.

