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Introduction and Purpose

Introduction

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

Purpose

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal will endorse and promote ACME-1's software products and services. DocuPal will provide endorsements through various channels, including but not limited to social media platforms and webinars, to enhance ACME-1's brand awareness and market reach. This Agreement outlines the scope of the endorsement, compensation, intellectual property rights, and other vital aspects governing the relationship between DocuPal and ACME-1.

Scope of Endorsement

DocuPal Demo, LLC will endorse ACME-1's software products and related services. The endorsement will cover ACME-1's current software offerings and any updates or new releases during the Term.

Authorized Channels and Methods

DocuPal Demo, LLC will promote ACME-1 through the following channels:

- **Social Media:** Endorsement activities will include posts, shares, and engagement on platforms such as LinkedIn, X, and Facebook. Content will highlight the features, benefits, and use cases of ACME-1's software.



- **Online Blog Posts:** DocuPal Demo, LLC will create blog posts. These posts will provide detailed reviews, tutorials, and thought leadership content related to ACME-1's products.
- **Webinar Participation:** DocuPal Demo, LLC will participate in webinars. The webinars will showcase ACME-1's software and services. Participation includes presentations and Q&A sessions.

DocuPal Demo, LLC will adhere to ACME-1's brand guidelines. All promotional materials must comply with applicable laws and regulations. ACME-1 has final approval over all endorsement content. This ensures accuracy and consistency with ACME-1's marketing strategies.

Compensation and Payment Terms

ACME-1 will compensate DocuPal Demo, LLC for the endorsement services rendered under this Agreement. The compensation will be a fixed fee.

Compensation Structure

DocuPal Demo, LLC will receive \$10,000 per month as compensation for the endorsement services. This fee covers all activities outlined in the Scope of Services section of this Agreement.

Payment Schedule

DocuPal Demo, LLC will invoice ACME-1 monthly for the services performed in the preceding month. ACME-1 will remit payment within thirty (30) days of receipt of a valid invoice from DocuPal Demo, LLC. All payments will be made in United States Dollars (USD).

Intellectual Property Rights

Ownership of Endorsement Content

DocuPal Demo, LLC retains full ownership of all content created during the endorsement activities outlined in this Agreement. This includes, but is not limited to, social media posts, webinar materials, blog posts, and any other promotional content developed by DocuPal Demo, LLC.



License Grant to Acme, Inc.

DocuPal Demo, LLC grants to ACME-1 a non-exclusive, royalty-free license to use the endorsement content for ACME-1's marketing and promotional purposes. ACME-1 may utilize this content across its various platforms and channels.

Trademark Usage

ACME-1 grants to DocuPal Demo, LLC a limited right to use ACME-1's trademarks, service marks, and logos. This usage is strictly limited to activities directly related to and necessary for the fulfillment of DocuPal Demo, LLC's endorsement obligations under this Agreement. DocuPal Demo, LLC's use of ACME-1's trademarks must adhere to ACME-1's brand guidelines, which ACME-1 will provide to DocuPal Demo, LLC. Any other use is prohibited without prior written consent from ACME-1.

Term and Termination

This Endorsement Agreement will start on August 9, 2025, and will continue for one year. The agreement will end on August 8, 2026, unless it is terminated earlier as described in this section.

Termination

Either party may terminate this Agreement if the other party breaches its obligations. Termination is allowed if either party fails to deliver agreed-upon deliverables, or engages in conduct that harms the reputation of the other party. The party seeking termination must give the other party written notice at least 30 days before the termination date.

Confidentiality

Definition of Confidential Information

This Endorsement Agreement involves the exchange of sensitive information. "Confidential Information" includes all non-public business information. It also covers product roadmaps and financial data belonging to either DocuPal Demo, LLC or ACME-1.



Obligations

Both DocuPal Demo, LLC and ACME-1 agree to protect each other's Confidential Information. Neither party will disclose Confidential Information to any third party. Each party must keep Confidential Information secure. This obligation survives the termination of this Endorsement Agreement.

Representations and Warranties

DocuPal Demo, LLC Representations and Warranties

DocuPal Demo, LLC represents and warrants that it has the full right, power, and authority to enter into this Agreement. DocuPal Demo, LLC assures that its endorsements of ACME-1's products and services will be truthful and based on its actual experience. DocuPal Demo, LLC warrants that all endorsements will comply with all applicable laws, regulations, and guidelines, including advertising standards. DocuPal Demo, LLC will not make any false or misleading statements about ACME-1 or its competitors. DocuPal Demo, LLC also warrants that its endorsement activities will not infringe upon the rights of any third party.

ACME-1 Representations and Warranties

ACME-1 represents and warrants that it has the full right, power, and authority to enter into this Agreement. ACME-1 guarantees that its products and services are of good quality and reliable. ACME-1 warrants that all information provided to DocuPal Demo, LLC regarding its products and services is accurate and truthful. ACME-1 assures that it owns or has the necessary licenses and permissions to use its trademarks and other intellectual property in connection with this Agreement. ACME-1 also warrants that its products and services comply with all applicable laws and regulations.



Indemnification and Liability

Indemnification

Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party (the "Indemnified Party"), its officers, directors, employees, and agents from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from:

- Any breach of this Agreement by the Indemnifying Party.
- Any negligent or wrongful act or omission of the Indemnifying Party.
- Any violation of any law or regulation by the Indemnifying Party.

Limitation 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, even if such party has been advised of the possibility of such damages. DocuPal Demo, LLC's total liability to ACME-1 under this Agreement shall be limited to the total compensation paid by ACME-1 to DocuPal Demo, LLC under this Agreement. The party at fault will be liable for damages or claims arising from their actions.

Miscellaneous Provisions

Governing Law and Dispute Resolution

This Agreement will be governed by and construed under the laws of the State of Delaware. Any dispute arising from or relating to this Agreement will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The location of the arbitration will be [Location of Arbitration].

Amendment

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



Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Notices

All notices relating to this Agreement must be in writing and can be delivered by:

- **Mail:** Sent via registered or certified mail, return receipt requested, postage prepaid.
- **Email:** With confirmed receipt.

Notices to DocuPal Demo, LLC should be sent to:

DocuPal Demo, LLC 23 Main St, Anytown, CA 90210

Notices to ACME-1 should be sent to:

Acme, Inc 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA

Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 relating to the subject matter of this Agreement. 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 Endorsement.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.



Waiver

No waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. No failure or delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof.

