

Table of Contents

Introduction and Parties	3
Introduction	3
Parties	3
DocuPal Demo, LLC	3
Acme, Inc	3
Scope of Work	3
Social Media Management	4
Email Marketing Campaigns	4
Content Creation	4
Project Phases	4
Fees and Payment Terms	5
Payment Schedule	5
Late Payment	5
Confidentiality and Non-Disclosure	5
Definition of Confidential Information	5
Obligations Regarding Confidential Information	5
Exceptions	6
Intellectual Property Rights	6
Ownership	6
License Grant	6
Post-Termination	6
Performance Metrics and Reporting	7
Reporting Frequency	7
Data Sources and Tools	7
Measurement of Campaign Success	7
Responsibilities and Obligations	7
DocuPal Demo, LLC Responsibilities	7
ACME-1 Responsibilities	8
Cooperation	8
Termination and Renewal	8
Termination	8
Effect of Termination	9
Renewal	9



Indemnification and Liability	9
Indemnification	9
Limitation of Liability	9
Dispute Resolution and Governing Law	10
Dispute Resolution	10
Governing Law	10
Miscellaneous Provisions	10
Amendments	10
Assignment	10
Notices	10
Entire Agreement	11
Force Majeure	11
Signatures	11
DocuPal Demo, LLC	11
Acme, Inc	12



Introduction and Parties

Introduction

This Marketing Agreement (the "Agreement") is effective as of January 1, 2024, and outlines the terms and conditions under which DocuPal Demo, LLC will provide marketing services to Acme, Inc. This Agreement sets forth the understanding between the parties regarding the scope of work, deliverables, timelines, fees, and other essential aspects of the marketing services to be provided.

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"), will provide marketing services as outlined in this agreement.

Acme, Inc

Acme, Inc ("ACME-1"), a business organized and existing under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, will receive marketing services from DocuPal as detailed in this Agreement.

Scope of Work

DocuPal Demo, LLC will provide marketing services to ACME-1, encompassing social media management, email marketing campaigns, and content creation. These services are designed to enhance ACME-1's brand presence and customer engagement.



Social Media Management

DocuPal Demo, LLC will manage ACME-1's social media accounts, which includes content creation, posting, and community engagement. We will develop a social media content calendar with a deadline of January 15, 2024, outlining the themes, topics, and posting schedule for the upcoming period.

Email Marketing Campaigns

DocuPal Demo, LLC will design and execute email marketing campaigns for ACME-1. This includes creating weekly email newsletters to be distributed to ACME-1's subscriber list. These newsletters will contain relevant updates, promotions, and engaging content.

Content Creation

DocuPal Demo, LLC will produce blog posts for ACME-1's website, publishing new content twice per month. These posts will be optimized for search engines and designed to attract and inform ACME-1's target audience.

Project Phases

The project will be executed in three distinct phases:

- **Phase 1: Strategy Development (January 1-15, 2024):** This initial phase focuses on defining the overall marketing strategy, target audience, and key performance indicators (KPIs).
- **Phase 2: Implementation (January 16 - June 30, 2024):** This phase involves the execution of the marketing activities outlined above, including social media management, email marketing campaigns, and content creation.
- **Phase 3: Review and Optimization (July 1, 2024 onwards):** This ongoing phase focuses on monitoring the performance of the marketing activities, analyzing the data, and making adjustments to optimize results.

Fees and Payment Terms

DocuPal Demo, LLC will provide marketing services to ACME-1 for a monthly fee of \$10,000 USD.



Payment Schedule

DocuPal Demo, LLC will send invoices to ACME-1 on a monthly basis. ACME-1 agrees to pay each invoice within thirty (30) days of receipt. Payments should be made in United States Dollars (USD).

Late Payment

A late payment fee of two percent (2%) per month will be applied to any overdue amounts. This late payment fee will accrue starting from the original due date until the outstanding balance is paid in full.

Confidentiality and Non-Disclosure

Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any non-public, proprietary information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether disclosed orally or disclosed in written, electronic, or other form, relating to the Disclosing Party's business, including, but not limited to, customer lists, marketing strategies, and financial data.

Obligations Regarding Confidential Information

Both DocuPal Demo, LLC and ACME-1 agree to maintain the confidentiality of the other party's Confidential Information. The Receiving Party shall protect the Disclosing Party's Confidential Information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care. The Receiving Party shall only use the Confidential Information for the sole purpose of fulfilling its obligations under this Agreement. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written consent.



Exceptions

The obligations of confidentiality shall not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was already known to the Receiving Party prior to its disclosure by the Disclosing Party; (c) is rightfully received by the Receiving Party from a third party without any obligation of confidentiality; or (d) is required to be disclosed by law or legal process, provided that the Receiving Party provides the Disclosing Party with prompt notice of such requirement to allow the Disclosing Party to seek a protective order or other appropriate remedy.

Intellectual Property Rights

Ownership

DocuPal Demo, LLC retains full ownership of all creative outputs and deliverables produced under this Marketing Agreement. This includes, but is not limited to, marketing materials, content, campaign assets, and associated intellectual property rights.

License Grant

DocuPal Demo, LLC grants to Acme, Inc. a non-exclusive license to use and distribute the deliverables during the term of this Agreement. This license is limited to the scope of work defined herein and is contingent upon Acme, Inc.'s adherence to the terms and conditions of this Agreement.

Post-Termination

Upon termination of this Agreement, for any reason, the license granted to Acme, Inc. for the use of the intellectual property will immediately cease. Acme, Inc. shall discontinue all use and distribution of the marketing materials, content, and campaign assets previously licensed under this Agreement.



Performance Metrics and Reporting

DocuPal Demo, LLC will track key performance indicators (KPIs) to measure the success of marketing campaigns for ACME-1. These KPIs include website traffic, lead generation, and social media engagement.

Reporting Frequency

DocuPal Demo, LLC will deliver monthly performance reports to ACME-1. These reports will provide a detailed overview of campaign performance, progress against goals, and actionable insights for optimization.

Data Sources and Tools

Performance reports will be supported by data from Google Analytics, social media analytics dashboards, and ACME-1's CRM data. These tools will provide comprehensive data on website traffic, user behavior, lead generation, and social media engagement.

Measurement of Campaign Success

Campaign success will be evaluated based on the achievement of pre-defined goals for website traffic, lead generation, and social media engagement. DocuPal Demo, LLC will monitor these KPIs on an ongoing basis and provide regular updates to ACME-1.

Responsibilities and Obligations

DocuPal Demo, LLC will provide marketing services to ACME-1 as described in this Agreement. These services include social media management, email marketing, and content creation. DocuPal Demo, LLC will perform these services with professional skill and diligence.

DocuPal Demo, LLC Responsibilities

DocuPal Demo, LLC will:

- Develop and execute marketing strategies according to the agreed-upon plan.



- Create engaging and effective marketing content.
- Manage social media accounts and email campaigns.
- Provide regular performance reports to ACME-1.
- Maintain the confidentiality of ACME-1's business information.

ACME-1 Responsibilities

ACME-1 will:

- Provide DocuPal Demo, LLC with necessary brand guidelines, product information, and customer data.
- Approve content and campaigns within three (3) business days of submission.
- Provide timely feedback on marketing initiatives.
- Designate a primary contact person for communication and approvals.
- Pay fees according to the agreed-upon payment schedule.

Cooperation

Both parties agree to cooperate fully to achieve the goals of this Marketing Agreement. This includes open communication, prompt responses to inquiries, and mutual effort to ensure the success of marketing campaigns. ACME-1 understands that delays in providing information or approvals may impact project timelines.

Termination and Renewal

This Agreement will commence on the Effective Date and continue until terminated as outlined below.

Termination

Either party may terminate this Agreement with thirty (30) days written notice to the other party. Valid reasons for termination include:

- Material breach of this Agreement by either party.
- Failure by either party to perform its obligations under this Agreement.
- Insolvency of either party.



Effect of Termination

Upon termination of this Agreement for any reason, DocuPal Demo, LLC will cease providing marketing services to ACME-1. ACME-1 will pay DocuPal Demo, LLC for all services performed and expenses incurred up to the effective date of termination.

Renewal

This Agreement will not automatically renew. Any renewal of this Agreement will require a written amendment signed by both DocuPal Demo, LLC and ACME-1.

Indemnification and Liability

Indemnification

Acme, Inc. agrees to indemnify, defend, and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or relating to any third-party claims concerning Acme, Inc.'s products or services. This indemnification extends to claims arising from the marketing materials and content provided by DocuPal Demo, LLC, to the extent such materials incorporate information or content supplied by Acme, Inc.

Limitation of Liability

DocuPal Demo, LLC will not be liable to Acme, Inc. for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, even if DocuPal Demo, LLC has been advised of the possibility of such damages. DocuPal Demo, LLC's total liability to Acme, Inc. for any and all claims, losses, or damages of any kind, whether in contract, tort, or otherwise, arising out of or relating to this Agreement, will not exceed the total amount of fees paid by Acme, Inc. to DocuPal Demo, LLC under this Agreement. Any damages will be limited to direct damages only.



Dispute Resolution and Governing Law

Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to resolve any disputes related to this Marketing Agreement through mediation. If mediation does not resolve the dispute, the parties agree to settle it through binding arbitration.

Governing Law

The laws of the State of Delaware govern this Marketing Agreement, without regard to its conflict of laws principles. This choice of law applies to all claims or causes of action arising from or related to this agreement.

Miscellaneous Provisions

Amendments

This Agreement may be amended or modified only by a written instrument signed by both DocuPal Demo, LLC and ACME-1. No oral modification of this Agreement shall be effective.

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment without such consent shall be void.

Notices

All notices and other communications under this Agreement must be in writing. Notices shall be considered duly given when sent by certified mail, return receipt requested, or by email with confirmation of receipt to the addresses listed in this Agreement.



Entire Agreement

This Agreement constitutes 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 the parties 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, flood, hurricane, strike, pandemic, or other cause beyond its reasonable control. The affected party shall provide prompt written notice to the other party of such force majeure event and shall make reasonable efforts to mitigate its effects.

Signatures

This Marketing Agreement becomes effective upon the signature of authorized representatives from both parties.

DocuPal Demo, LLC

DocuPal Demo, LLC agrees to the terms and conditions outlined in this agreement.

Detail	Information
Company Name	DocuPal Demo, LLC
Country	United States
Address	23 Main St, Anytown, CA 90210
Base Currency	USD

Signature

Name

CEO

Date: January 1, 2024

Acme, Inc

Acme, Inc also agrees to the terms and conditions detailed in this agreement.

Detail	Information
Company Name	Acme, Inc
Short Name	ACME-1
Type	business
Country	United States
Address	3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

Signature

Name

CEO

Date: January 1, 2024

