

# Table of Contents

<b>Introduction and Parties</b>	<b>3</b>
Introduction	3
Parties	3
Advertising Service Provider	3
Client	3
Purpose	3
<b>Scope of Advertising Services</b>	<b>3</b>
Campaign Objectives	4
Deliverables	4
Timeline and Schedule	4
<b>Payment Terms and Compensation</b>	<b>4</b>
Payment Methods	5
Late Payment	5
<b>Intellectual Property Rights</b>	<b>5</b>
Usage License	5
DocuPal Demo, LLC Rights	5
<b>Confidentiality and Non-Disclosure</b>	<b>5</b>
Scope of Confidentiality	6
Duration of Confidentiality	6
<b>Term, Renewal, and Termination</b>	<b>6</b>
Term	6
Renewal	6
Termination	6
<b>Liability and Indemnification</b>	<b>7</b>
Liability	7
Disclaimers	7
Indemnification	7
<b>Dispute Resolution</b>	<b>7</b>
Arbitration	7
Governing Law	8
<b>Campaign Performance and Reporting</b>	<b>8</b>
Reporting Frequency	8
Data Collection and Responsibility	8



Performance Chart .....	8
<b>Miscellaneous Provisions</b> .....	<b>8</b>
Force Majeure .....	8
Amendments .....	9
Entire Agreement .....	9
Notices .....	9



# Introduction and Parties

## Introduction

This Advertising Agreement (the "Agreement") is made and entered into as of August 9, 2025.

## Parties

### Advertising Service Provider

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, will provide advertising services as described herein.

### Client

Acme, Inc ("ACME-1"), a business entity organized under the laws of United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, is the client receiving advertising services.

### Purpose

This Agreement outlines the terms and conditions under which DocuPal Demo, LLC will provide advertising services to Acme, Inc, including advertising on social media, print, and online platforms, with the goal of increasing brand awareness and generating leads for Acme, Inc.

## Scope of Advertising Services

DocuPal Demo, LLC will provide advertising services to ACME-1 across various platforms. These platforms include social media, print media, and online banner advertisements.



## Campaign Objectives

The primary goals of the advertising campaigns are to increase ACME-1's brand awareness and generate qualified leads. We aim to increase brand awareness by 20% and generate 500 qualified leads within the first three months of the campaign.

## Deliverables

DocuPal Demo, LLC will deliver the following to ACME-1:

- Ad creatives for all approved platforms.
- Weekly campaign performance reports.
- Monthly review meetings to discuss performance and strategy.
- Lead generation data, including contact information and lead source.

## Timeline and Schedule

Advertising services will commence on July 1, 2024 and will continue for a period of six months. Performance updates will be provided on a weekly basis. Monthly review meetings will be scheduled to assess campaign progress and make necessary adjustments.

## Payment Terms and Compensation

The total cost for the advertising services provided under this Agreement is \$15,000 USD. ACME-1 will make payments to Docupal Demo, LLC according to the following schedule:

- 50% (\$7,500) upon signing this Agreement.
- 25% (\$3,750) after the first month of services.
- 25% (\$3,750) upon completion of all services outlined in this Agreement.

## Payment Methods

Docupal Demo, LLC accepts payments via bank transfer and credit card. Payment details for bank transfers will be provided on the invoice.



## Late Payment

Payments are due within the terms outlined above. A late payment fee of 5% will be applied to any payment not received within 15 days of the due date. Docupal Demo, LLC reserves the right to suspend advertising services if payments are not received according to the agreed-upon terms.

## Intellectual Property Rights

DocuPal Demo, LLC will own all advertising content created under this Agreement. This includes, but is not limited to, text, images, videos, and other media developed for the ACME-1 advertising campaign.

## Usage License

DocuPal Demo, LLC grants ACME-1 a non-exclusive license to use the advertising materials. This license is valid only for the duration of the advertising campaign outlined in this Agreement. ACME-1 may use these materials on the agreed-upon platforms and channels during this period.

## DocuPal Demo, LLC Rights

DocuPal Demo, LLC retains the right to showcase the advertising work created for ACME-1 in its portfolio. This includes displaying the work on its website, in presentations, and in other promotional materials. After the termination of this agreement, all rights, title, and interest in and to the advertising content shall remain with DocuPal Demo, LLC.

## Confidentiality and Non-Disclosure

DocuPal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes financial details, customer data, and marketing strategies. Neither party will share this confidential information with any third party. This restriction applies unless prior written consent is obtained from the disclosing party.



## Scope of Confidentiality

All information shared, whether written or verbal, will be considered confidential. This covers all aspects of the advertising agreement and associated business dealings.

## Duration of Confidentiality

The obligations of confidentiality will continue for five years after the termination of this agreement. This ensures long-term protection of sensitive information.

# Term, Renewal, and Termination

## Term

This Agreement will start on August 9, 2025, and will continue for six months.

## Renewal

This Agreement may be renewed if both Docupal Demo, LLC and ACME-1 agree in writing. To renew, both parties must provide written notice at least 30 days before the end of the initial term. The terms of any renewal will be agreed upon in writing at that time.

## Termination

Either party may terminate this Agreement if the other party breaches the contract. Failure to pay as agreed is also grounds for termination. ACME-1 can terminate if Docupal Demo, LLC's performance is unsatisfactory. Termination requires written notice to the other party.



# Liability and Indemnification

## Liability

DocuPal Demo, LLC will deliver advertising services with professional quality. Acme Inc is responsible for the accuracy of all provided information. Acme Inc must also adhere to the agreed-upon payment schedule.

## Disclaimers

DocuPal Demo, LLC is not liable for any indirect, incidental, or consequential damages arising from this agreement.

## Indemnification

Each party (DocuPal Demo, LLC and Acme Inc) agrees to indemnify and hold harmless the other party. This indemnification covers any claims, losses, damages, liabilities, and expenses. These must arise from their own breach of this agreement.

## Dispute Resolution

In the event of any dispute arising from this Agreement, DocuPal Demo, LLC and ACME-1 agree to first attempt to resolve the matter through good faith mediation. Both parties will select a mutually acceptable mediator. The costs of the mediation will be shared equally.

## Arbitration

If mediation is unsuccessful, any unresolved dispute shall be submitted to binding arbitration. This arbitration must occur before starting any litigation. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both parties.





## Governing Law

The laws of the State of Delaware will govern the interpretation and enforcement of this Agreement and any disputes that may arise.

## Campaign Performance and Reporting

DocuPal Demo, LLC will track and report on the advertising campaign's performance using several key performance indicators (KPIs). These KPIs include website traffic, lead generation, conversion rates, and social media engagement.

### Reporting Frequency

ACME-1 will receive weekly performance updates to stay informed on campaign progress. In addition to weekly updates, DocuPal Demo, LLC will provide monthly comprehensive reports.

### Data Collection and Responsibility

DocuPal Demo, LLC is responsible for collecting all relevant data related to the advertising campaign. This data will be compiled and shared with ACME-1 in the agreed-upon report formats.

### Performance Chart

To visualize campaign trends, DocuPal Demo, LLC will include line charts in the monthly reports showing performance over time.

## Miscellaneous Provisions

### Force Majeure

Neither party will be liable for delays or failures in performance resulting from causes beyond their reasonable control. These causes include, but are not limited to, acts of God, natural disasters, and governmental regulations. In the event of such unforeseen circumstances, both parties will renegotiate the terms of this Agreement in good faith.





## Amendments

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

## Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1, superseding all prior agreements and understandings, whether written or oral.

## Notices

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

