

# Table of Contents

<b>Introduction and Purpose</b>	2
Introduction	2
Purpose	2
<b>Scope of Services and Obligations</b>	2
DocuPal Demo, LLC's Obligations	2
Acme, Inc's Obligations	3
<b>Payment Terms and Compensation</b>	3
Payment Schedule	3
Late Payment	3
<b>Intellectual Property Rights</b>	3
Ownership of Promotional Content	3
Usage Rights	4
Restrictions on Intellectual Property Usage	4
<b>Confidentiality and Non-Disclosure</b>	4
Obligations	4
Exceptions	4
Term	5
<b>Performance Metrics and Reporting</b>	5
Reporting Schedule and Format	5
Report Content	5
<b>Term and Termination</b>	6
Termination	6
<b>Dispute Resolution</b>	6
Mediation	6
<b>Miscellaneous Provisions</b>	6
Amendments	7
Assignment	7
Notices	7
Entire Agreement	7



# Introduction and Purpose

## Introduction

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

## Purpose

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal will provide promotional services to ACME-1. These services are designed to increase brand awareness and drive sales for ACME-1's new product line, "AcmePro". The promotional activities covered by this Agreement include social media campaigns, email marketing, online advertising, and in-store promotions, all as further detailed in the Scope of Work section of this Agreement.

## Scope of Services and Obligations

DocuPal Demo, LLC will provide promotional services for Acme, Inc's new product line. These services include creating promotional materials. We will also manage social media campaigns. Email marketing will be executed to reach a broad audience. In-store events will be coordinated to boost product visibility.

### DocuPal Demo, LLC's Obligations

DocuPal Demo, LLC will dedicate personnel and resources to execute the promotional plan. We are granted exclusivity for these promotional activities within the United States.



## Acme, Inc's Obligations

Acme, Inc will supply product samples for promotional use. Marketing materials relevant to the product line will be provided. Access to data needed for effective campaign targeting and analysis will be granted to DocuPal Demo, LLC.

## Payment Terms and Compensation

DocuPal Demo, LLC will receive \$50,000 USD for the promotional campaign services. This amount will be paid in two installments, as described below.

### Payment Schedule

The payment schedule is as follows:

- **First Installment:** \$25,000 USD will be paid upon the signing of this Promotion Agreement.
- **Second Installment:** The remaining \$25,000 USD will be paid upon completion of the promotional campaign. This payment is contingent upon ACME-1 achieving at least a 15% increase in sales of its AcmePro product line during the promotional period.

### Late Payment

Any payments not received within fifteen (15) days of the due date will incur a late payment penalty. The penalty will be calculated at a rate of one percent (1%) per month on the outstanding balance. This penalty will accrue until the balance is paid in full.

## Intellectual Property Rights

### Ownership of Promotional Content

DocuPal Demo, LLC retains full ownership of all promotional content created under this Agreement. This includes, but is not limited to, all graphics, videos, written copy, and other materials developed for the promotional campaign.



## Usage Rights

ACME-1 is granted a perpetual, non-exclusive license to use the promotional content for its marketing purposes. This license allows ACME-1 to utilize the content across various platforms and media channels. DocuPal Demo, LLC reserves the right to showcase the promotional work in its portfolio and marketing materials.

## Restrictions on Intellectual Property Usage

ACME-1's trademarks and logos may only be used as explicitly permitted in writing by ACME-1. DocuPal Demo, LLC will not create any derivative works that infringe upon ACME-1's intellectual property rights. Both parties agree to respect each other's intellectual property and to take reasonable measures to protect it.

# Confidentiality and Non-Disclosure

DocuPal Demo, LLC and ACME-1 acknowledge that during the term of this Promotion Agreement, both parties may have access to confidential information belonging to the other party. This information includes, but is not limited to, financial data, customer lists, and marketing strategies.

## Obligations

Both parties agree to hold this confidential information in strict confidence. Neither party will disclose this information to any third party. Both parties will protect the confidentiality of this information with the same degree of care they use to protect their own confidential information, but no less than reasonable care.

## Exceptions

The obligations of confidentiality will not apply to information that:

- Is or becomes publicly available through no fault of the receiving party.
- Is already known to the receiving party before its disclosure by the disclosing party.
- Is rightfully received from a third party without any obligation of confidentiality.
- Is required to be disclosed by law or legal process.



## Term

The confidentiality obligations outlined in this section will continue for a period of five years following the termination of this Promotion Agreement.

# Performance Metrics and Reporting

DocuPal Demo, LLC will track and report on the success of the promotional campaign using several key performance indicators (KPIs). These KPIs include website traffic, social media engagement, lead generation, and sales conversion rates. These metrics will allow both parties to assess the campaign's effectiveness and make data-driven adjustments.

## Reporting Schedule and Format

DocuPal Demo, LLC will provide ACME-1 with bi-weekly reports. These reports will be delivered in PDF format. Each report will contain a detailed analysis of the campaign's performance against the defined KPIs.

## Report Content

The bi-weekly reports will include:

- **Key Performance Indicators:** A summary of website traffic, social media engagement metrics (likes, shares, comments), the number of leads generated, and sales conversion rates.
- **Campaign Performance Analysis:** An overview of what strategies are working well and areas that require improvement.
- **Recommendations for Optimization:** Actionable steps to improve campaign performance based on data analysis.

# Term and Termination

This Agreement will begin on August 9, 2025, and continue for an initial term of six months.



## Termination

Either party can end this Agreement early if the other party violates its terms. The party seeking termination must provide 30 days' written notice to the other party.

## Consequences of Termination

If this Agreement is terminated, DocuPal Demo, LLC will transfer all promotional materials to ACME-1. ACME-1 will immediately pay any outstanding payments to DocuPal Demo, LLC.

## Dispute Resolution

The parties will attempt to resolve any dispute related to this Agreement through good-faith negotiations. If negotiations fail, the parties will participate in mediation before starting any litigation.

## Mediation

If a dispute arises from or relates to this Agreement, the parties must try to resolve it through mediation. The mediation will occur in Delaware, unless both parties agree to a different location. A mutually agreed-upon mediator will conduct the mediation. Each party will equally share the costs of mediation. If mediation does not resolve the dispute, either party may then pursue litigation in accordance with the governing law of 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. Any such amendment will become effective on the date specified in the written instrument.



## Assignment

Neither party may assign its rights or obligations under this Agreement to any third party without the prior written consent of the other party. Any attempt to assign rights or obligations without this consent will be void.

## Notices

All notices relating to this Agreement must be in writing. Notices are to be delivered either by certified mail, return receipt requested, or by email with confirmation of receipt. Notices to Docupal Demo, LLC should be sent to 23 Main St, Anytown, CA 90210, or to its designated email address. Notices to ACME-1 should be sent to 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, or to its designated email address.

## Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 relating to the promotional campaign described herein. 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 promotion of ACME-1's new product line.

