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Introduction and Definitions

Introduction

This Affiliate 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 the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc, also known as ACME-1, a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Affiliate").

DocuPal operates an affiliate program and desires to engage the Affiliate to promote its products or services. The Affiliate wishes to participate in DocuPal's affiliate program and promote DocuPal's offerings, subject to the terms and conditions outlined in this Agreement.

Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- **Affiliate:** Refers to Acme, Inc, an independent entity, that promotes DocuPal's products or services under the terms of this Agreement.
- **Commission:** The compensation payable to the Affiliate for Qualified Sales or Qualified Leads generated through its marketing efforts, as defined in Exhibit A.
- **Qualified Lead:** A potential customer who has expressed interest in DocuPal's products or services through the Affiliate's unique tracking link and meets the criteria specified by DocuPal.
- **Qualified Sale:** A completed transaction where a customer, referred by the Affiliate through a unique tracking link, purchases DocuPal's products or services, subject to DocuPal's terms and conditions.
- **Marketing Materials:** All promotional content, including but not limited to banners, text links, email templates, and other materials provided by DocuPal to the Affiliate for use in promoting DocuPal's products or services.



- **Confidential Information:** Any non-public information disclosed by either party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects. This includes, but is not limited to, business plans, customer lists, pricing, and financial information.

Commission and Payment Terms

DocuPal Demo, LLC will pay ACME-1 a commission for Qualified Sales generated through the Affiliate Program. This section outlines the commission structure, payment schedule, and associated terms.

Commission Structure

The commission rate is 10% of the revenue received by DocuPal Demo, LLC from each Qualified Sale. A "Qualified Sale" means a sale of DocuPal Demo, LLC's product or service made directly through ACME-1's unique affiliate link and for which DocuPal Demo, LLC has received full payment. Returns, refunds, and chargebacks will be deducted from the total Qualified Sales when calculating the commission.

Below is a bar chart illustrating typical commission rates across various industries.

Payment Terms

Commissions will be calculated on a monthly basis. Payments will be made to ACME-1 via direct deposit. DocuPal Demo, LLC will process and issue payments within 30 days following the end of each calendar month.

The minimum payout threshold is \$100 USD. If the total commission earned in a given month is less than \$100 USD, the commission will be carried over to the following month until the threshold is met. If this agreement terminates, all accrued commissions will be paid out in the next payment cycle regardless of the minimum threshold.

ACME-1 is responsible for providing accurate payment information, including bank account details, to DocuPal Demo, LLC. DocuPal Demo, LLC is not responsible for any payment delays or errors due to incorrect or outdated payment information provided by ACME-1. ACME-1 is responsible for all taxes associated with commission fees.



Affiliate Obligations and Marketing Guidelines

ACME-1, as an affiliate, must adhere to the following guidelines to maintain a compliant and successful partnership with DocuPal Demo, LLC. These guidelines ensure the integrity of our brand and the effectiveness of your marketing efforts.

Approved Marketing Materials

ACME-1 is authorized to utilize specific marketing materials provided by DocuPal Demo, LLC. These include:

- Banners
- Text links
- Email templates

These resources are designed to accurately represent our products and services while ensuring brand consistency across all marketing channels. ACME-1 should only use the provided materials unless prior written approval is obtained from DocuPal Demo, LLC for any modifications or custom creations.

Acceptable Promotion Techniques

ACME-1 should employ ethical and effective promotion techniques that align with industry best practices and legal standards. These include, but are not limited to:

- Content marketing
- Social media marketing (following all platform guidelines)
- Search engine optimization (SEO)

Prohibited Actions

To protect our brand reputation and ensure compliance, ACME-1 is strictly prohibited from engaging in the following activities:

- **Spam:** Sending unsolicited emails or engaging in any form of spamming.
- **Misleading Advertising:** Creating deceptive or misleading advertisements regarding DocuPal Demo, LLC's products or services.



- **Illegal Promotion:** Promoting our products or services through any illegal or unethical means.
- **Unauthorized Claims:** Making claims or guarantees about our products or services that are not explicitly authorized by DocuPal Demo, LLC.
- **Trademark Infringement:** Using DocuPal Demo, LLC's trademarks or trade names in a way that could cause confusion or dilution.

ACME-1 is responsible for ensuring that all marketing activities comply with these guidelines and all applicable laws and regulations. Failure to adhere to these obligations may result in the termination of this Affiliate Agreement.

Intellectual Property Rights

DocuPal Demo, LLC retains all rights, title, and interest in and to its intellectual property. This includes, but is not limited to, trademarks, service marks, copyrights, patents, trade secrets, and other proprietary information.

Permitted Use by Affiliate

ACME-1 is granted a limited, non-exclusive, non-transferable license to use DocuPal Demo, LLC's intellectual property. This use is solely for the purpose of promoting DocuPal Demo, LLC's products and services as outlined in this Agreement. ACME-1's use of intellectual property must adhere to DocuPal Demo, LLC's brand guidelines and any other instructions provided. ACME-1 acknowledges that any unauthorized use of DocuPal Demo, LLC's intellectual property will result in immediate termination of this Agreement and potential legal action. All goodwill generated through ACME-1's use of DocuPal Demo, LLC's intellectual property will inure solely to the benefit of DocuPal Demo, LLC.

Confidentiality and Non-Disclosure

Both DocuPal Demo, LLC and ACME-1 agree to protect each other's confidential information. This obligation remains in effect during and after the term of this Affiliate Agreement.

Scope of Confidential Information

Confidential information includes, but isn't limited to:



- Customer data
- Sales data
- Product roadmap details
- Any non-public information related to either party's business operations.

Obligations

Both parties will use confidential information solely to fulfill their obligations under this Agreement. Neither party will disclose confidential information to any third party without prior written consent from the disclosing party. We will protect confidential information with the same degree of care that we use to protect our own similar information.

Breach

A breach of these confidentiality obligations may lead to immediate termination of this Affiliate Agreement. In the event of a breach, ACME-1 will forfeit any unpaid commissions. DocuPal Demo, LLC may also seek other legal remedies.

Term and Termination

Term

This Agreement will begin on August 9, 2025, and will continue for an initial term of one year. The agreement will automatically renew for successive one-year terms unless either party provides written notice of termination at least 30 days before the end of the current term.

Termination

Either party may terminate this Agreement at any time by providing 30 days written notice to the other party. DocuPal Demo, LLC may terminate this Agreement immediately if ACME-1 breaches any material term or condition of this Agreement. ACME-1 may terminate this Agreement immediately if DocuPal Demo, LLC breaches any material term or condition of this Agreement. Termination will not relieve either party of any obligations that accrued before the termination date. Upon termination, ACME-1 must cease all use of DocuPal Demo, LLC's trademarks and



marketing materials. ACME-1 will only be entitled to commissions earned before the termination date. DocuPal Demo, LLC will pay all outstanding commissions within 60 days of the termination date.

Reporting and Audit Rights

Reporting

ACME-1 will provide DocuPal Demo, LLC with monthly sales reports. These reports must accurately reflect all sales generated through the affiliate links.

Report Content

Each report should include, at a minimum:

- Number of transactions
- Total revenue generated
- Commission due

Reporting Timeline

Reports are due within 10 days following the end of each month.

Audit Rights

DocuPal Demo, LLC reserves the right to audit ACME-1's records related to this agreement.

Audit Frequency

DocuPal Demo, LLC may conduct audits no more than once per year.

Audit Scope

Audits will be limited to records directly related to the affiliate program and the calculation of commissions. ACME-1 will provide DocuPal Demo, LLC with access to all relevant data and documentation necessary for the audit. DocuPal Demo, LLC



will bear the costs of its audits, unless an audit reveals a discrepancy of 5% or more in ACME-1's reporting, in which case ACME-1 will reimburse DocuPal Demo, LLC for the reasonable costs of the audit.

Compliance with Laws and Policies

ACME-1 must comply with all applicable laws and regulations. This includes, but is not limited to, laws governing advertising and marketing, data privacy, and consumer protection. ACME-1 is responsible for understanding and adhering to these legal requirements in all its activities related to this Affiliate Agreement.

Adherence to Company Policies

ACME-1 will adhere to Docupal Demo, LLC's brand guidelines. ACME-1 will also comply with Docupal Demo, LLC's ethical marketing policies. Docupal Demo, LLC may update these policies from time to time. Docupal Demo, LLC will provide ACME-1 with reasonable notice of any changes. Continued participation in the affiliate program following notice of any changes constitutes acceptance of the new policies. ACME-1 is expected to conduct its marketing activities with integrity and in a manner that reflects favorably on Docupal Demo, LLC.

Limitation of Liability and Indemnification

Limitation of Liability

DocuPal Demo, LLC will not be liable for any indirect, incidental, special, or consequential damages. This includes loss of profits, revenue, data, or use, incurred by ACME-1 or any third party. DocuPal Demo, LLC's total liability arising out of or related to this Affiliate Agreement is limited to the total commissions ACME-1 has earned under this agreement. This limitation applies regardless of the cause of action or the theory of liability, whether in contract, tort, or otherwise.



Indemnification

ACME-1 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:

- ACME-1's breach of this Affiliate Agreement.
- ACME-1's negligent acts or omissions.
- ACME-1's violation of any applicable laws, rules, or regulations.
- Any claims that ACME-1's marketing materials infringe upon any third party's intellectual property rights.

DocuPal Demo, LLC will promptly notify ACME-1 of any claim subject to indemnification. ACME-1 will have the right to control the defense and settlement of any such claim, provided that DocuPal Demo, LLC has the right to participate in the defense at its own expense. ACME-1 will not settle any claim without DocuPal Demo, LLC's prior written consent, which will not be unreasonably withheld.

Miscellaneous Provisions

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

Dispute Resolution

Any dispute arising out of or relating to this Agreement will be resolved through good faith negotiations. If the parties are unable to resolve the dispute through negotiation, they agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in Anytown, California. The decision of the arbitrator will be final and binding on both parties.

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. Such consent will not be unreasonably withheld.

Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain 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.

Notices

All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered personally, (b) sent by certified or registered mail, return receipt requested, or (c) sent by reputable overnight courier service, to the addresses set forth in the introductory paragraph of this Agreement or to such other address as either party may designate in writing from time to time.

Force Majeure

Neither party will be liable for any failure to perform its obligations under this Agreement if such failure is caused by any act of God, war, strike, labor dispute, fire, flood, earthquake, or other event beyond the reasonable control of such party.

