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# Introduction and Purpose

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

## Objectives

The primary objective of this Agreement is to establish a channel partnership between DocuPal and Partner. This partnership aims to expand the market reach of DocuPal's document management solutions within the United States. Partner will leverage its existing customer base and industry expertise to market, sell, and support DocuPal's solutions.

## Scope of Collaboration

Under this Agreement, Partner will be authorized to market, sell, and support DocuPal's document management solutions to its customers within an agreed-upon territory. DocuPal will provide Partner with the necessary product training, marketing materials, and technical support to effectively promote and deliver these solutions. This collaboration is designed to create a mutually beneficial relationship that drives revenue growth and market penetration for both parties.

# Definitions and Interpretation

## Definitions

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

- **"Confidential Information"** means any non-public information disclosed by one party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects, which is designated as "confidential" or which,



under the circumstances, would appear to a reasonable person to be confidential.

- **"Territory"** means United States.
- **"Net Revenue"** means the gross revenue received by ACME-1 from the sale of the Products, less any sales taxes, duties, shipping costs, and discounts.
- **"Effective Date"** means the date this Agreement is fully executed by both parties. August 9, 2025.
- **"Term"** means the duration of this Agreement, as specified in the Term and Termination section.

## Interpretation

In this Agreement, unless the context otherwise requires:

- Words in the singular include the plural and vice versa.
- A reference to one gender includes a reference to all genders.
- The headings are for convenience only and do not affect the interpretation of this Agreement.
- Any ambiguity in the interpretation of any provision of this Agreement shall be resolved by reference to the context in which the term is used, industry standards, and through good-faith negotiations between the parties.

## Appointment and Territory

DocuPal Demo, LLC appoints ACME-1 as a non-exclusive Channel Partner. This appointment allows ACME-1 to market and sell DocuPal Demo, LLC's products as outlined in this Agreement.

### Territory

ACME-1's authorized territory is limited to the United States. ACME-1 is specifically restricted from marketing or selling DocuPal Demo, LLC's products outside of the United States. DocuPal Demo, LLC retains the right to appoint other channel partners within the United States.



## Non-Exclusivity

This agreement does not grant ACME-1 exclusive rights to market or sell DocuPal Demo, LLC's products within the United States. DocuPal Demo, LLC reserves the right to market and sell its products directly, or through other channel partners, within the territory.

## Partners' Roles and Responsibilities

This section outlines the specific roles and responsibilities of DocuPal Demo, LLC and ACME-1 in this Channel Partner Agreement. Both parties commit to fulfilling these responsibilities to ensure a successful partnership.

### DocuPal Demo, LLC's Responsibilities

DocuPal Demo, LLC will provide ACME-1 with the necessary resources and support to effectively market and sell its document management solutions. Our obligations include:

- **Product Training:** DocuPal Demo, LLC will conduct comprehensive product training sessions for ACME-1's sales and support teams. This training will cover product features, benefits, and competitive advantages.
- **Marketing Materials:** We will supply ACME-1 with a range of marketing materials, including brochures, presentations, case studies, and website content. These materials will be regularly updated to reflect the latest product developments.
- **Technical Support:** DocuPal Demo, LLC will provide ongoing technical support to ACME-1. This includes assistance with product installation, configuration, and troubleshooting.
- **Product Updates:** ACME-1 will receive timely notifications and access to all product updates, enhancements, and new releases.
- **Sales Support:** DocuPal Demo, LLC will assist ACME-1 with complex sales opportunities, including joint sales calls and proposal development.
- **Warranty Support:** DocuPal Demo, LLC will honor all product warranties and provide necessary support to resolve customer issues.



## ACME-1's Responsibilities

ACME-1, as a channel partner, plays a crucial role in expanding the market reach of DocuPal Demo, LLC's products. ACME-1's obligations include:

- **Marketing and Sales:** ACME-1 will actively market and sell DocuPal Demo, LLC's products to its existing and prospective customers. This includes lead generation, sales presentations, and proposal development.
- **Sales Targets:** ACME-1 will use commercially reasonable efforts to achieve agreed-upon sales targets as defined in **Appendix A**.
- **Customer Support:** ACME-1 will provide first-level customer support to its customers. This includes answering product questions, resolving basic technical issues, and escalating complex issues to DocuPal Demo, LLC.
- **Product Training:** ACME-1's sales and support teams will attend all required product training sessions provided by DocuPal Demo, LLC.
- **Brand Compliance:** ACME-1 will adhere to DocuPal Demo, LLC's brand guidelines in all marketing and sales activities. This ensures consistent brand messaging and protects DocuPal Demo, LLC's brand reputation.
- **Reporting:** ACME-1 will provide regular sales reports to DocuPal Demo, LLC, detailing sales performance, customer feedback, and market trends. The frequency and format of these reports will be mutually agreed upon.
- **Data Protection:** ACME-1 will comply with all applicable data protection laws and regulations in the collection, storage, and processing of customer data.
- **Confidentiality:** ACME-1 will maintain the confidentiality of DocuPal Demo, LLC's proprietary information, including product specifications, pricing information, and customer data.

## Products and Pricing

This section outlines the products covered under this Channel Partner Agreement and the associated pricing arrangements for ACME-1.

### Products Included

This agreement covers the following DocuPal Demo, LLC products:

- DocuPal Demo Standard
- DocuPal Demo Premium
- DocuPal Demo Enterprise





## Pricing and Discounts

ACME-1, as a Channel Partner, will receive a discount of twenty percent (20%) off the list price for all DocuPal Demo, LLC products listed above. ACME-1 is authorized to offer its customers discounts of up to a maximum of ten percent (10%) off the standard list price. ACME-1 will be responsible for all pricing negotiations with its customers within the approved discount range.

Product	List Price (USD)	ACME-1 Discount	ACME-1 Price (USD)	Maximum Customer Discount
DocuPal Demo Standard	[\$[List Price]]	20%	[\$[Calculated Price]]	10%
DocuPal Demo Premium	[\$[List Price]]	20%	[\$[Calculated Price]]	10%
DocuPal Demo Enterprise	[\$[List Price]]	20%	[\$[Calculated Price]]	10%

*Note: List prices for each product will be provided in a separate pricing schedule (Exhibit A).*

## Payment Terms

Payment terms for ACME-1's purchases of DocuPal Demo, LLC products are net thirty (30) days from the date of invoice. DocuPal Demo, LLC reserves the right to modify the payment terms based on ACME-1's creditworthiness and payment history. All payments shall be made in United States Dollars (USD) to DocuPal Demo, LLC's designated bank account. Late payments may be subject to interest charges of one and a half percent (1.5%) per month, or the highest rate permitted by applicable law, whichever is lower.

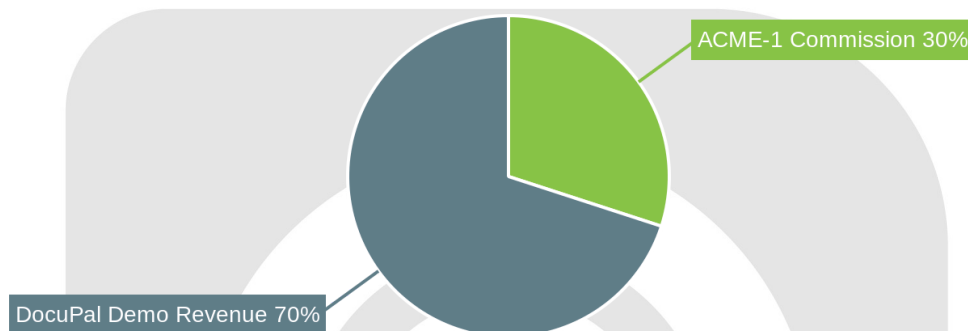
## Payment Terms and Commission Structure

DocuPal Demo, LLC will compensate ACME-1 for successful sales of the document management solutions under this Channel Partner Agreement. The commission structure and payment terms are detailed below.



## Commission Rate

ACME-1 will receive a commission equal to thirty percent (30%) of the Net Revenue received by DocuPal Demo, LLC from sales directly attributable to ACME-1's efforts. "Net Revenue" means gross revenue less any applicable sales taxes, discounts, or refunds.



## Payment Schedule and Method

DocuPal Demo, LLC will make commission payments to ACME-1 on a monthly basis. Payments will be remitted within thirty (30) days following the end of each calendar month. Payments will be made via [Specify preferred method, e.g., electronic funds transfer (EFT), check]. All payments will be made in United States Dollars (USD).

## Invoicing

ACME-1 will submit an invoice to DocuPal Demo, LLC for commissions earned each month. The invoice must include:

- ACME-1's company name and address
- The invoice date
- The relevant month for which commissions are being claimed



- A detailed breakdown of the sales contributing to the commission, including customer names and amounts.
- The total commission amount due.

DocuPal Demo, LLC will remit payment upon receipt and verification of the invoice.

## Sales Target Bonus

ACME-1 will receive a bonus of five percent (5%) of Net Revenue if it exceeds its quarterly sales target by fifteen percent (15%) or more. This bonus will be paid with the regular monthly commission payment following the end of the relevant quarter.

## Marketing and Promotion

DocuPal Demo, LLC will provide ACME-1 with marketing materials to support the promotion of the document management solutions. These materials include brochures, product demonstrations, website content, email templates, and social media posts. ACME-1 is encouraged to use these resources to effectively market the products to potential customers.

### Branding Guidelines

ACME-1 may co-brand its marketing materials with DocuPal Demo, LLC's branding. All co-branding efforts require DocuPal Demo, LLC's prior written approval. This ensures brand consistency and quality control. ACME-1 shall adhere to DocuPal Demo, LLC's brand guidelines, which will be provided separately.

### Promotional Obligations and Restrictions

ACME-1 is expected to actively promote DocuPal Demo, LLC's products within the designated territory. ACME-1 agrees to represent the products accurately and professionally. ACME-1 shall not make false or misleading claims about DocuPal Demo, LLC's products or their capabilities. ACME-1 shall not engage in deceptive or unethical marketing practices. ACME-1 shall not disparage DocuPal Demo, LLC, its products, or its reputation. All marketing campaigns and promotional activities must comply with applicable laws and regulations. DocuPal Demo, LLC reserves the right to review and approve ACME-1's marketing materials to ensure compliance with these guidelines.



# Confidentiality and Data Protection

## Confidentiality

Each party will protect the other's Confidential Information. This protection will be to the same degree of care that each party uses to protect its own confidential information. However, in no case will this care be less than reasonable care. Confidential Information includes, but is not limited to, business plans, customer lists, financial information, and technical data. This obligation of confidentiality will continue even after this Agreement ends.

## Data Protection

Both parties must comply with all applicable data protection laws. This includes the California Consumer Privacy Act (CCPA) and the General Data Protection Regulation (GDPR) where relevant. GDPR relevance will be assessed especially in cases of international data transfers.

## Data Security Measures

ACME-1 and DocuPal Demo, LLC will implement and maintain appropriate technical and organizational measures to protect personal data. These measures include:

- Data encryption.
- Access controls to limit data access to authorized personnel only.
- Regular security audits to identify and address vulnerabilities.
- Employee training on data security policies and procedures.

Any data processing must be done according to documented instructions. Each party will promptly notify the other of any data breach or security incident. Each party will also cooperate to mitigate any potential harm.

## Intellectual Property Rights

DocuPal Demo, LLC retains all rights, title, and interest in and to its intellectual property. This includes all copyrights, trademarks, trade secrets, patents, and any other proprietary rights related to the products and services provided under this Agreement.



## Use of Intellectual Property

ACME-1 is granted a non-exclusive license to use DocuPal Demo, LLC's intellectual property solely for the purpose of marketing, promoting, and selling the products as outlined in this Agreement. ACME-1's use of DocuPal Demo, LLC's intellectual property must adhere strictly to DocuPal Demo, LLC's brand guidelines, which may be updated from time to time.

## Restrictions

ACME-1 shall not:

- Alter, modify, or create derivative works based on DocuPal Demo, LLC's intellectual property.
- Use DocuPal Demo, LLC's intellectual property in any way that could damage its reputation or goodwill.
- Attempt to register or otherwise claim any rights in DocuPal Demo, LLC's intellectual property.
- Sublicense, assign, or transfer its rights to use DocuPal Demo, LLC's intellectual property to any third party without prior written consent from DocuPal Demo, LLC.

## Infringement

ACME-1 must promptly notify DocuPal Demo, LLC of any suspected infringement of DocuPal Demo, LLC's intellectual property rights that comes to ACME-1's attention. DocuPal Demo, LLC has the sole right to determine the appropriate course of action regarding any such infringement.

# Term and Termination

## Initial Term

This Agreement will begin on 2025-08-09 and continue for an initial term of one year.



## Renewal

After the initial term, this Agreement will automatically renew for additional one-year terms. Either party can prevent renewal by providing written notice of termination at least 30 days before the end of the current term.

## Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party:

- Commits a material breach of this Agreement.
- Fails to meet agreed-upon sales targets.
- Becomes insolvent or enters into bankruptcy proceedings.
- Experiences a change of control.
- Fails to comply with applicable laws and regulations.

## Post-Termination Obligations

Upon termination of this Agreement, ACME-1 must:

- Return all Confidential Information of DocuPal Demo, LLC.
- Immediately cease all marketing activities related to DocuPal Demo, LLC's products.
- Ensure payment of any outstanding commissions earned prior to the termination date, according to the terms outlined in the "Commissions and Payment" section of this Agreement.

# Warranties and Liability

## Product Warranty

DocuPal Demo, LLC warrants that its products will perform substantially according to their provided documentation. This ensures ACME-1 receives reliable and functional document management solutions.



## Limitation of Liability

To the extent permitted by applicable law, DocuPal Demo, LLC will not be liable for any indirect, incidental, or consequential damages arising out of or related to this agreement. This includes, but is not limited to, loss of profits, loss of data, or business interruption.

## Indemnification

ACME-1 agrees to indemnify and hold harmless DocuPal Demo, LLC from and against any and all claims, damages, liabilities, costs, and expenses arising out of or relating to ACME-1's marketing, sale, or distribution of the products. This includes any claims related to product liability, advertising, or representations made by ACME-1.

## Dispute Resolution

The parties will attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiations. Either party may initiate negotiations by providing written notice to the other party, setting forth the subject of the dispute and the relief requested.

### Mediation

If negotiation does not resolve the dispute within thirty (30) days of the initial notice, the parties agree to attempt to settle the dispute by mediation administered by a mutually agreed-upon mediator in California.

### Arbitration

Any dispute arising out of or relating to this Agreement that is not resolved by negotiation or mediation will be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will be conducted in California. The arbitrator's decision will be final and binding on both parties and may be entered as a judgment in any court of competent jurisdiction. Each party will bear its own costs and expenses of



arbitration, and the parties will share equally the fees and expenses of the arbitrator. This agreement to arbitrate will be specifically enforceable under the prevailing arbitration law.

## Force Majeure

Neither Docupal Demo, LLC nor ACME-1 will be liable for any failure to perform its obligations under this Agreement if such failure results from a Force Majeure Event.

### Definition of Force Majeure Event

A Force Majeure Event means any event beyond a party's reasonable control. This includes, but is not limited to:

- Natural disasters (e.g., floods, earthquakes, hurricanes)
- Acts of war or terrorism
- Labor strikes or lockouts
- Government regulations or orders

### Notification

If a Force Majeure Event occurs, the affected party must promptly notify the other party in writing. This notice must include details of the Force Majeure Event and its expected duration.

### Impact on Obligations

During a Force Majeure Event, the affected party's obligations under this Agreement will be suspended to the extent made impossible or impractical by such event. The affected party will make reasonable efforts to mitigate the impact of the Force Majeure Event and resume performance as soon as reasonably possible.





# Miscellaneous Provisions

## Amendments

This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both DocuPal Demo, LLC and ACME-1. No modification, amendment, waiver, termination, or discharge of any provision of this Agreement shall be binding upon either party unless confirmed by a written instrument signed by authorized representatives of each party.

## 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 considered null and void.

## Notices

All notices and other communications required or permitted under this Agreement must be in writing. Notices should be sent by email or certified mail to the addresses listed in this Agreement for each party. Notices delivered by certified mail will be considered effective five (5) business days after mailing. Notices sent by email will be considered effective upon confirmation of receipt.

DocuPal Demo, LLC's address for notices is: 23 Main St, Anytown, CA 90210. ACME-1's address for notices is: 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 Partnership.

# Signatures and Execution

This Channel Partner Agreement becomes effective as of 2025-08-09.



By signing below, both DocuPal Demo, LLC and ACME-1 acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

## Signature Blocks

### DocuPal Demo, LLC

Signature:	
Name:	[Name of DocuPal Demo, LLC Signatory]
Title:	[Title of DocuPal Demo, LLC Signatory]
Date:	
Address:	23 Main St, Anytown, CA 90210

### Acme, Inc

Signature:	
Name:	[Name of Acme Inc. Signatory]
Title:	[Title of Acme Inc. Signatory]
Date:	
Address:	3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

## Instructions for Signatures

Each party must have its authorized representative sign and date this Agreement. Signatories should print their names and titles clearly beneath their signatures. The date of signing should be clearly indicated next to the signature. This fully executed Agreement will then be legally binding upon both DocuPal Demo, LLC and Acme, Inc.

