

Table of Contents

Introduction and Definitions	3
Introduction	3
Definitions	3
Scope of Services	3
Deliverables and Timelines	4
Quality Standards	4
Compensation and Payment Terms	4
Payment Schedule	4
Payment Method	4
Expenses	5
Bonus	5
Intellectual Property Rights	5
Grant of License	5
Restrictions	5
Confidentiality and Non-Disclosure	6
Scope of Confidential Information	6
Duration and Exceptions	6
Term and Termination	6
Termination	6
Notice of Termination	7
Representations and Warranties	7
DocuPal Demo, LLC Representations	7
ACME-1 Representations	7
Indemnification and Liability	7
Indemnification	7
Limitation of Liability	8
Dispute Resolution and Governing Law	8
Dispute Resolution	8
Governing Law	8
Miscellaneous Provisions	8
Amendments	8
Assignment	9
Notices	9



Severability	9
Entire Agreement	9



Introduction and Definitions

Introduction

This Talent Agreement (the "Agreement") is made as of January 1, 2024, by and between DocuPal Demo, LLC, a company located at 23 Main St, Anytown, CA 90210, USA ("DocuPal Demo") and Acme, Inc, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("ACME-1"). This Agreement sets forth the terms and conditions under which DocuPal Demo will provide certain services to ACME-1.

Definitions

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

- **Talent:** Refers to the individual(s) provided by DocuPal Demo to perform the Services for ACME-1 under this Agreement.
- **Services:** Means the specific tasks, projects, or deliverables to be performed by the Talent for ACME-1, as detailed in **Exhibit A**.
- **Confidential Information:** Includes any and all proprietary or non-public information disclosed by one party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects. This includes, but is not limited to, technical data, trade secrets, know-how, business plans, and customer information.

Scope of Services

DocuPal Demo, LLC ("Talent") will provide ACME-1 with marketing material development services. These services include creating video scripts and writing blog posts.

Deliverables and Timelines

The Talent will deliver the following materials according to this schedule:

- **Script Drafts:** Due January 15, 2024



- **Final Video:** Due February 15, 2024
- **Blog Posts:** One blog post per week, starting January 8, 2024

Quality Standards

All content provided must be high-quality and engaging. It should be suitable for a professional audience. ACME-1 expects the Talent to deliver materials that meet industry standards for clarity, accuracy, and appeal. The Talent will work with ACME-1 to ensure that all content aligns with ACME-1's brand guidelines and marketing objectives.

Compensation and Payment Terms

ACME-1 will compensate DocuPal Demo, LLC a total of \$10,000 USD for the services rendered under this Talent Agreement. Payments will be made in United States Dollars (USD).

Payment Schedule

The payment schedule is structured in two installments:

- **Upfront Payment:** 50% of the total compensation, amounting to \$5,000 USD, will be paid upfront. This payment is due upon the execution of this agreement.
- **Final Payment:** The remaining 50%, also \$5,000 USD, will be paid upon the successful completion of all deliverables as defined in this agreement.

Payment Method

All payments will be made via wire transfer to DocuPal Demo, LLC's designated bank account. DocuPal Demo, LLC will provide the necessary banking details for wire transfer upon execution of this agreement.

Expenses

ACME-1 will reimburse DocuPal Demo, LLC for pre-approved travel expenses incurred during the performance of the services. All travel expenses must be approved in writing by ACME-1 prior to being incurred. DocuPal Demo, LLC will



submit detailed expense reports with supporting documentation for reimbursement.

Bonus

There are no provisions for bonuses within this agreement.

Typical payment structures for talent agreements often vary. The distribution below provides a common comparative example:

Intellectual Property Rights

DocuPal Demo, LLC retains all rights, title, and interest in and to the created content and property. This includes, without limitation, all intellectual property rights.

Grant of License

DocuPal Demo, LLC grants to ACME-1 a perpetual, non-transferable license to use the content. This license allows ACME-1 to use the content solely for its marketing purposes.

Restrictions

ACME-1 is specifically prohibited from reselling or redistributing the content. This restriction applies to any use outside of ACME-1's direct marketing channels. Any modification of the content is subject to written approval by DocuPal Demo, LLC. ACME-1 acknowledges that any unauthorized use of the content will be a material breach of this agreement. DocuPal Demo, LLC reserves the right to revoke the license granted herein if ACME-1 violates these restrictions.

Confidentiality and Non-Disclosure

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



Scope of Confidential Information

Both parties agree to hold all Confidential Information in strict confidence and not to disclose such information to any third party without the prior written consent of the disclosing party. Each party shall use the same degree of care to protect the confidentiality of the other party's Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

Duration and Exceptions

The obligations of confidentiality under this Agreement shall continue for a period of five (5) years following the termination of this Agreement. The confidentiality obligations 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 independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information; or (d) is required to be disclosed by law or legal process.

Term and Termination

This agreement will begin on August 9, 2025, and continue for a term of six (6) months. The agreement will automatically conclude on February 9, 2026, unless extended by mutual written consent of both DocuPal Demo, LLC and ACME-1.

Termination

Either party may terminate this agreement under the following conditions:

- **Material Breach:** If either party materially breaches any provision of this agreement, the non-breaching party may terminate the agreement. Termination is effective if the breaching party fails to cure the breach within thirty (30) days after receiving written notice of the breach.
- **Failure to Meet Deadlines:** ACME-1 may terminate this agreement if DocuPal Demo, LLC fails to meet agreed-upon deadlines. Termination is effective if the failure continues for more than thirty (30) days after written notice.
- **Mutual Agreement:** Both DocuPal Demo, LLC and ACME-1 may terminate this agreement at any time by mutual written agreement.



Notice of Termination

The party desiring to terminate this agreement must provide thirty (30) days written notice to the other party. The notice must specify the reason for termination and the effective date of termination.

Representations and Warranties

DocuPal Demo, LLC Representations

DocuPal Demo, LLC warrants that it is a validly existing company in the United States. We have the full right and authority to enter into this agreement. We assure that performance of our obligations will not violate any other agreement.

ACME-1 Representations

ACME-1 warrants that it is a validly existing business in the United States. ACME-1 has the right to enter into this agreement. ACME-1 guarantees that fulfilling its obligations will not breach any other agreement.

Indemnification and Liability

Indemnification

DocuPal Demo, LLC agrees to indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorney's fees) arising out of or relating to the services provided under this Agreement. This includes, but is not limited to, claims of negligence, errors, or omissions in the performance of such services.

Limitation of Liability

The total cumulative liability of DocuPal Demo, LLC to ACME-1 under this Agreement, regardless of the form of action, shall not exceed the total compensation paid by ACME-1 to DocuPal Demo, LLC under this Agreement. In no event shall DocuPal Demo, LLC be liable for any indirect, incidental, special, consequential, or



punitive damages, or any loss of profits or revenues, whether foreseeable or unforeseeable, even if DocuPal Demo, LLC has been advised of the possibility of such damages.

Dispute Resolution and Governing Law

Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to resolve any disputes related to this Talent Agreement through binding arbitration. This means that if a disagreement arises, both parties will submit the issue to a neutral arbitrator. The arbitrator's decision will be final and legally binding.

Governing Law

The laws of the State of Delaware will govern this Talent Agreement. This applies to the interpretation, enforcement, and resolution of any claims or disputes under this agreement.

Miscellaneous Provisions

Amendments

This Agreement may be amended or modified only by a written instrument signed by both parties.

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

Notices

All notices regarding this Agreement must be in writing. Notices are considered given when sent by email or delivered by certified mail to the addresses listed in this Agreement.



Severability

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

Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC, and ACME-1. It supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

