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Introduction and Purpose

Introduction

This Publishing 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 the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Publisher"), 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, USA ("Author").

Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the Publisher will publish a book authored by the Author. This Agreement defines the rights, responsibilities, and obligations of each party with respect to the publication, marketing, and distribution of the Work. It aims to establish a clear and legally binding framework to ensure a successful and mutually beneficial publishing endeavor.

Grant of Rights

ACME-1 grants to Docupal Demo, LLC the exclusive right to publish the Work. This grant includes the exclusive right to produce, distribute, and market the Work.

Scope of Rights

This exclusive grant extends to all formats. These formats include, but are not limited to, print, digital (e-book), and audio formats. ACME-1 retains copyright ownership, but grants Docupal Demo, LLC exclusive publishing rights.

Territory and Language

The rights granted are worldwide. The language covered by this agreement is English. Docupal Demo, LLC has the sole authority to publish the Work in English across all territories.



Manuscript Delivery and Acceptance

Manuscript Delivery

ACME-1 will deliver the complete manuscript to Docupal Demo, LLC by December 31, 2024. The manuscript must conform to the Chicago Manual of Style. ACME-1 must submit the manuscript in Microsoft Word format.

Manuscript Acceptance

Docupal Demo, LLC will review the submitted manuscript within 30 days of delivery. Docupal Demo, LLC will notify ACME-1 of its acceptance or rejection. If the manuscript requires revisions, Docupal Demo, LLC will provide specific feedback to ACME-1. ACME-1 will then address the feedback and resubmit the revised manuscript.

Royalties and Payment Terms

DocuPal Demo, LLC will pay ACME-1 royalties based on net sales revenue received for each copy of the work sold. The royalty rates are as follows:

- Hardcover: 10%
- E-book: 25%

Payment Schedule

Royalty payments will be made on a quarterly basis. Payments will be disbursed via direct deposit to ACME-1's designated bank account. Each payment will be accompanied by a detailed sales report outlining the number of copies sold and the corresponding royalties earned during the preceding quarter.

Advance

DocuPal Demo, LLC will provide ACME-1 with an advance of \$5,000 against future royalties. This advance will be recouped from ACME-1's earned royalties. No royalties will be paid to ACME-1 until the full advance has been recouped.



Royalty Reporting

DocuPal Demo, LLC will provide ACME-1 with quarterly sales reports. These reports will include information on the number of copies sold in each format, the revenue generated, and the royalties earned. The sales reports will be delivered electronically.

Copyright and Intellectual Property

Copyright Ownership

ACME-1 retains full copyright and ownership of all rights, title, and interest in and to the Work. This includes all intellectual property rights related to the Work. DocuPal Demo, LLC acknowledges ACME-1's ownership.

License Grant

ACME-1 grants to DocuPal Demo, LLC a non-exclusive license to publish, market, and distribute the Work. This license is limited to the terms and conditions outlined in this Agreement. DocuPal Demo, LLC will not sublicense or transfer these rights without ACME-1's prior written consent.

Trademark

ACME-1 retains all rights to its trademarks. DocuPal Demo, LLC's use of ACME-1's trademarks must adhere to ACME-1's guidelines.

Confidentiality

Both Docupal Demo, LLC, and ACME-1 agree to keep certain information confidential. This includes sales data and marketing strategies related to the publication.



Scope of Confidential Information

Confidential information covers any non-public details shared between the parties during this agreement. This includes, but is not limited to, unpublished works and sensitive business information.

Exceptions

The obligations of confidentiality do not apply to information that is already publicly available.

Warranties and Representations

ACME-1 warrants and represents the following to DocuPal Demo, LLC:

Originality and Ownership

ACME-1 guarantees that the Work is original. It does not contain any libelous or unlawful material. The Work does not infringe upon any copyright, trademark, or other intellectual property rights of others. ACME-1 confirms they have the full power and authority to enter into this Publishing Agreement. They can grant the rights granted to DocuPal Demo, LLC.

Authority

ACME-1 has the full right, power, and authority to enter into this Agreement. They are legally capable of performing all obligations under this agreement.

Termination

This agreement may be terminated under the following conditions.

Grounds for Termination

Either party may terminate this agreement if the other party breaches any material term or condition. ACME-1 may terminate if Docupal Demo, LLC fails to publish the work within the agreed timeframe. Docupal Demo, LLC may terminate if ACME-1



fails to deliver the manuscript according to the agreed specifications and timeline.

Effects of Termination

Upon termination, all rights granted to Docupal Demo, LLC will immediately revert to ACME-1. Docupal Demo, LLC will provide a final royalty statement to ACME-1 within 60 days of the termination date. All earned royalties due to ACME-1 up to the termination date will be paid. No further royalties will be due after this final payment.

Dispute Resolution

Any dispute arising from this Publishing Agreement will be resolved through binding arbitration. The arbitration will occur in Delaware. It will be conducted under the rules of the American Arbitration Association. The arbitrator's decision will be final and legally binding. Both Docupal Demo, LLC and ACME-1 agree to accept the arbitrator's award. This award may be entered in any court having jurisdiction. Each party will cover their own legal fees and costs associated with the arbitration. The cost of the arbitrator will be split equally between the parties.

Publication Timeline and Marketing

DocuPal Demo, LLC will manage the publication and marketing of the work. Key milestones include manuscript submission, editing, cover design, printing, and distribution. We anticipate the publication phases to proceed according to the timeline below:

DocuPal Demo, LLC is responsible for marketing and promotion.

Warranties against Infringement

ACME-1 warrants that it has secured all necessary permissions for the Work. ACME-1 warrants that the Work does not infringe upon any copyright, trademark, patent, trade secret, or other intellectual property right of any third party.



Indemnification

DocuPal Demo, LLC will assume liability for any and all claims, suits, or proceedings alleging infringement of any intellectual property right based on the publication and distribution of the Work. DocuPal Demo, LLC will indemnify and hold harmless ACME-1 from any damages, costs, and attorney's fees awarded in connection with such claims.

Miscellaneous Provisions

Force Majeure

Neither Docupal Demo, LLC nor ACME-1 will be liable for any failure to perform its obligations under this agreement where such failure is a result of events beyond its reasonable control. This includes acts of God, war, strikes, or other unforeseen circumstances. The affected party will notify the other as soon as reasonably practicable.

Notices

All notices related to this agreement must be in writing. Notices are to be delivered by certified mail or email to the addresses listed at the beginning of this agreement. The addresses are:

For Docupal Demo, LLC: 23 Main St, Anytown, CA 90210

For ACME-1: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

Assignment

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

Amendments

Any changes to this agreement must be made in writing and signed by both Docupal Demo, LLC and ACME-1 to be effective.



Governing Law

This agreement will be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of laws principles.

Entire Agreement

This agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1. It supersedes all prior negotiations, representations, and understandings, whether written or oral.

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.

Relationship of the Parties

This agreement does not create a partnership, joint venture, or agency relationship between Docupal Demo, LLC and ACME-1. Both parties are acting as independent contractors.

