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# Introduction and Purpose

This Branding 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 ("DocuPal"), and Acme, Inc, also a United States company, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

## Purpose

This Agreement sets forth the terms and conditions under which ACME-1 is authorized to use DocuPal's branding assets. It defines the scope of permitted use, restrictions, and obligations of ACME-1 with respect to DocuPal's trademarks, logos, and other brand identifiers. This Agreement aims to protect DocuPal's brand integrity while allowing ACME-1 to leverage DocuPal's brand in accordance with the agreed-upon guidelines. The document details ownership, quality control measures, confidentiality obligations, and procedures for termination. It also covers financial aspects, performance measurement, and dispute resolution.

## Definitions and Interpretations

For the purposes of this Branding Agreement, the following terms shall have the meanings ascribed to them below:

- **"Branding Assets"** means all trademarks, service marks, logos, trade names, design elements, slogans, and other brand identifiers owned or controlled by DocuPal Demo, LLC.
- **"Permitted Use"** means the specific uses of the Branding Assets expressly authorized in this Agreement, and as further detailed in the Brand Guidelines. Any use outside of the explicitly stated permissions is prohibited.
- **"Confidential Information"** includes, but is not limited to, any proprietary information, technical data, trade secrets, or know-how disclosed by DocuPal Demo, LLC to ACME-1, either directly or indirectly, in writing, orally, or by inspection of tangible objects.



- **"Intellectual Property"** means all patents, trademarks, copyrights, trade secrets, and other forms of intellectual property rights recognized in any jurisdiction worldwide, including applications and registrations for any of the foregoing.

## Interpretation

This Agreement shall be interpreted in a manner that protects the brand integrity of DocuPal Demo, LLC. In cases of ambiguity, the interpretation that best aligns with the intention to safeguard DocuPal Demo, LLC's brand reputation and intellectual property rights will prevail. The headings used in this Agreement are for convenience only and shall not affect its interpretation.

## Grant of Rights and Usage

DocuPal Demo, LLC grants to ACME-1 a limited, non-exclusive right to use the specified branding assets. This right is for use in ACME-1's marketing materials only. This grant is subject to all the terms and conditions of this Agreement.

### Scope of License

The license granted to ACME-1 is non-transferable. ACME-1 cannot sublicense these rights to any third party. The permitted use of the branding assets is strictly limited to the marketing materials approved by DocuPal Demo, LLC.

### Permitted Brand Usage

ACME-1 may use the branding assets in the following ways:

- In printed marketing collateral, such as brochures and flyers.
- On ACME-1's website and social media channels.
- In digital advertising campaigns.

### Restrictions

ACME-1 shall not:

- Modify the branding assets in any way without prior written consent from DocuPal Demo, LLC.



- Use the branding assets in a manner that could be considered misleading, deceptive, or harmful to the reputation of DocuPal Demo, LLC.
- Use the branding assets in connection with any product or service that competes with DocuPal Demo, LLC.
- Use the branding assets in any way that violates applicable laws or regulations.
- Use the branding assets on channels not explicitly approved.

All usage of the branding assets by ACME-1 must adhere to the brand guidelines provided by DocuPal Demo, LLC. DocuPal Demo, LLC retains the right to review and approve all marketing materials that utilize the branding assets. ACME-1 agrees to provide samples of such materials to DocuPal Demo, LLC upon request. DocuPal Demo, LLC can revoke this license if ACME-1 breaches any of these terms.

# Intellectual Property Ownership

## Ownership of Existing Intellectual Property

DocuPal Demo, LLC retains all right, title, and interest in and to its trademarks, service marks, logos, copyrights, and other intellectual property (collectively, "DocuPal Demo, LLC IP"). ACME-1 acknowledges that it gains no ownership interest in DocuPal Demo, LLC IP through this Branding Agreement. All use of DocuPal Demo, LLC IP by ACME-1 will inure to the sole benefit of DocuPal Demo, LLC.

## New Intellectual Property

Any and all intellectual property developed, created, or conceived by ACME-1 using DocuPal Demo, LLC IP, or in connection with the branding services provided under this Agreement (collectively, "New IP"), will be the sole and exclusive property of DocuPal Demo, LLC. ACME-1 hereby assigns, and agrees to assign, all right, title, and interest in and to such New IP to DocuPal Demo, LLC. This includes, but is not limited to, inventions, designs, and any derivative works created using DocuPal Demo, LLC's branding assets. ACME-1 will execute all documents and take all actions reasonably requested by DocuPal Demo, LLC to perfect DocuPal Demo, LLC's ownership of such New IP.



## Usage Rights

Subject to the terms and conditions of this Agreement, DocuPal Demo, LLC grants to ACME-1 a limited, non-exclusive, non-transferable license to use the DocuPal Demo, LLC IP solely for the purposes outlined in this Branding Agreement. ACME-1's use of DocuPal Demo, LLC IP must adhere strictly to the brand guidelines provided by DocuPal Demo, LLC. Any unauthorized use of DocuPal Demo, LLC IP will constitute a breach of this Agreement and may result in immediate termination of the license granted herein.

## Brand Guidelines and Quality Control

ACME-1 agrees to adhere to the brand guidelines set forth by Docupal Demo, LLC. These guidelines are detailed in Appendix A, which is attached to this Branding Agreement.

### Brand Representation

ACME-1 will ensure all marketing materials and public communications accurately represent the Docupal Demo, LLC brand. This includes using approved logos, color palettes, and messaging. Any deviation from these standards is prohibited without prior written consent from Docupal Demo, LLC.

### Quality Control Process

To maintain brand integrity, Docupal Demo, LLC will review and approve all ACME-1 marketing materials that feature the Docupal Demo, LLC brand. ACME-1 must submit these materials to Docupal Demo, LLC for approval before publication or distribution. Docupal Demo, LLC commits to providing timely feedback, typically within five (5) business days of submission. This process ensures all uses of the Docupal Demo, LLC brand align with the established guidelines and uphold the brand's quality standards. Docupal Demo, LLC reserves the right to request revisions to any materials that do not meet these standards. ACME-1 understands that consistent adherence to these guidelines is crucial for maintaining a strong and reputable brand image.



# Confidentiality and Non-Disclosure

## Confidential Information

ACME-1 acknowledges that during the term of this Agreement, it may have access to non-public, confidential, and proprietary information regarding Docupal Demo, LLC's business, technology, and branding strategies. This information includes, but is not limited to, trade secrets, technical data, marketing plans, financial information, and customer lists (collectively, "Confidential Information").

## Obligations

ACME-1 agrees to protect the confidentiality of Docupal Demo, LLC's Confidential Information. ACME-1 will use the Confidential Information solely for the purpose of performing its obligations under this Agreement. ACME-1 will not disclose the Confidential Information to any third party without Docupal Demo, LLC's prior written consent. ACME-1 shall protect Confidential Information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

## Duration

The obligations of confidentiality under this section will continue during the term of this Agreement and for a period of five (5) years following the termination of this Agreement. This obligation extends worldwide.

# Term, Renewal, and Termination

## Term

This Branding Agreement will begin on 2025-08-09. The agreement will continue for an initial term of three (3) years.



## Renewal

This Agreement will automatically renew for successive one-year terms. Renewal will occur unless either party provides written notice of termination at least ninety (90) days before the end of the current term.

## Termination

Either party may terminate this Agreement if the other party materially breaches this Agreement. Termination is effective if the breaching party fails to cure the breach within thirty (30) days of written notice. DocuPal Demo, LLC may terminate this Agreement immediately if ACME-1 fails to adhere to the brand guidelines. Either party may also terminate this Agreement immediately upon the insolvency of the other party.

# Payment Terms and Compensation

ACME-1 will compensate DocuPal Demo, LLC for the use of its branding assets as follows:

## Royalty Fee

ACME-1 will pay a royalty fee equal to 5% of the gross sales generated from marketing materials that utilize DocuPal Demo, LLC's branding assets. Gross sales include all revenue recognized from the sale of products or services associated with the marketing materials, without deduction for any expenses.

## Payment Schedule

Royalty payments are due within 30 days of the end of each calendar quarter. Each payment must be accompanied by a report detailing the gross sales for that quarter, along with supporting documentation reasonably sufficient to verify the calculation of the royalty fee. The quarterly periods are defined as follows:

- **Quarter 1:** January 1 – March 31
- **Quarter 2:** April 1 – June 30
- **Quarter 3:** July 1 – September 30
- **Quarter 4:** October 1 – December 31



## Late Payment

If ACME-1 fails to make any payment within 30 days of the end of the quarter, a late payment penalty will accrue. The penalty will be calculated at a rate of 2% per month on the outstanding balance, compounded monthly, until the balance is paid in full.

## Payment Method

All payments must be made in United States Dollars (USD) and delivered to DocuPal Demo, LLC at the following address: 23 Main St, Anytown, CA 90210, USA, or via electronic funds transfer to an account designated by DocuPal Demo, LLC. DocuPal Demo, LLC will provide ACME-1 with the necessary bank details for electronic transfers upon request.

# Performance Metrics and Reporting

DocuPal Demo, LLC will measure ACME-1's performance under this Branding Agreement using two key metrics: brand compliance and sales generated from marketing campaigns featuring DocuPal Demo, LLC's brand assets.

## Brand Compliance Audits

To ensure ACME-1 adheres to the established brand guidelines, DocuPal Demo, LLC will conduct regular brand compliance audits. These audits will assess ACME-1's use of brand assets across all marketing and promotional materials. The audits will verify correct usage of logos, colors, fonts, and messaging, as detailed in the brand guidelines.

## Sales Generated

DocuPal Demo, LLC will also track sales generated by ACME-1's marketing campaigns that incorporate DocuPal Demo, LLC's brand assets. This data will help determine the effectiveness of the branding efforts and their impact on ACME-1's revenue.



## Reporting Requirements

ACME-1 will provide DocuPal Demo, LLC with quarterly reports detailing the performance metrics outlined above. These reports will be submitted in the format specified in Appendix B. The reports should include data on brand compliance audit results and sales figures attributed to the relevant marketing campaigns.

## Brand Asset Management

Docupal Demo, LLC will provide ACME-1 with access to approved brand assets through a secure online portal. ACME-1 is responsible for maintaining the confidentiality and security of its access credentials.

### Asset Usage and Handling

ACME-1 shall only use the brand assets as outlined in this agreement and the associated brand guidelines. Any modification or misuse of the assets is strictly prohibited. ACME-1 is responsible for ensuring all employees, contractors, and agents adhere to these guidelines.

### Asset Delivery

Docupal Demo, LLC will ensure the brand assets are delivered in the required formats and resolutions. ACME-1 shall promptly notify Docupal Demo, LLC of any technical issues or concerns regarding the delivered assets.

### Asset Return Upon Termination

Upon termination of this agreement, ACME-1 must either return all brand assets to Docupal Demo, LLC or provide documented proof of destruction. ACME-1 must also cease all use of Docupal Demo, LLC's branding immediately following termination.



# Indemnification and Liability

## Indemnification

Acme, Inc. 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, costs, expenses, or fees (including attorney's fees) arising out of or relating to ACME-1's use of the branding assets provided by Docupal Demo, LLC. This includes, but is not limited to, claims of infringement, unauthorized use, or misuse of the branding assets.

## Liability

Acme, Inc. assumes full responsibility and liability for any damages or breaches resulting from unauthorized use, modification, or distribution of Docupal Demo, LLC's branding assets. Docupal Demo, LLC will not be liable for any indirect, incidental, special, or consequential damages arising out of ACME-1's use of the branding assets. ACME-1 is responsible for ensuring its activities related to the branding assets comply with all applicable laws and regulations.

# Dispute Resolution

In the event of any dispute arising from or relating to this Branding Agreement, the parties agree to resolve the matter through the following methods.

## Mediation

First, ACME-1 and Docupal Demo, LLC will attempt to settle the dispute through mediation. They will jointly appoint a mutually acceptable mediator. The mediation will be held in good faith. Both parties will share the costs of the mediator equally. If mediation does not resolve the dispute within sixty (60) days of the initial mediation session, the parties may then proceed to arbitration.



## Arbitration

Any dispute that cannot be resolved through mediation will be settled by binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. A single arbitrator will conduct the arbitration. The decision of the arbitrator will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration will take place in Delaware, unless both parties agree to a different location. Each party will bear its own costs and expenses related to the arbitration, and will share the costs of the arbitrator equally.

## Miscellaneous Provisions

### Amendments

This Branding Agreement may be amended or modified only by a written instrument signed by authorized representatives of both DocuPal Demo, LLC and ACME-1. Any amendment will become effective on the date specified in the amendment, or if no date is specified, when both parties sign it.

### Notices

All notices and other communications under this Branding Agreement must be in writing. Notices will be considered duly given when delivered by certified mail, return receipt requested, or by email, to the addresses listed in this agreement for each party. Either party may change its address for notification purposes by giving written notice to the other party according to this section.

### Entire Agreement

This Branding Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, regarding the subject matter.



## Severability

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

