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Introduction

This Private Label Agreement (the "Agreement") is made as of 2025-08-09 by and between DocuPal Demo, LLC, a company organized under the laws of United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Manufacturer"), and Acme, Inc, a business organized under the laws of United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Client").

Purpose of Agreement

This Agreement outlines the terms and conditions under which Manufacturer will manufacture and supply products (the "Products") for Client to sell under Client's own brand.

Private Labeling Defined

Private labeling is a manufacturing arrangement where one company (Manufacturer) produces products that are then sold by another company (Client) under the Client's brand name. In this case, Manufacturer will produce the Products according to Client's specifications and designs. Client will then market, sell, and distribute the Products under its own brand. This arrangement allows Client to offer products without investing in its own manufacturing facilities, while Manufacturer can focus on production expertise.

Definitions

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

Key Parties

- **DocuPal Demo, LLC** (also referred to as "Manufacturer"): Shall mean DocuPal Demo, LLC, a company organized under the laws of United States, with its principal place of business at 23 Main St, Anytown, CA 90210, and its subsidiaries or affiliates.



- **Acme, Inc** (also referred to as "Brand Owner"): Shall mean Acme, Inc, a company organized under the laws of United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA, and its subsidiaries or affiliates.

Core Definitions

- **Product:** Shall mean the specific goods manufactured and supplied by DocuPal Demo, LLC, according to the specifications and standards provided by Acme, Inc, under this agreement.
- **Confidential Information:** Shall mean any and all information, technical data, or know-how, including, but not limited to, business plans, product designs, and financial information that is disclosed by one party to the other, directly or indirectly, in writing, orally, or by inspection of tangible objects. Confidential Information excludes information that is or becomes publicly available through no fault of the receiving party.
- **Intellectual Property:** Shall mean all patents, trademarks, copyrights, trade secrets, and other proprietary rights relating to the Products, including, but not limited to, the brand name, logos, designs, and packaging. It is understood that Acme, Inc owns all Intellectual Property rights.

Scope of Work and Product Specifications

DocuPal Demo, LLC will manufacture and supply [product name to be inserted] to ACME-1 according to the terms of this Private Label Agreement. ACME-1 owns all rights, titles, and interest in the product's brand. This includes all associated intellectual property. DocuPal Demo, LLC is authorized to use ACME-1's branding solely for manufacturing the Products as defined in this agreement.

Manufacturing Duties

DocuPal Demo, LLC will handle all aspects of product manufacturing. This includes sourcing raw materials, production, quality control, and packaging. All manufacturing will adhere to industry best practices and comply with all applicable laws and regulations. DocuPal Demo, LLC will provide regular updates to ACME-1 on the production schedule and any potential delays.



Product Specifications

The Products supplied under this agreement must meet the following specifications:

- **Material:** [Specify material, e.g., "100% Organic Cotton"]
- **Dimensions:** [Specify dimensions, e.g., "10cm x 15cm x 2cm"]
- **Weight:** [Specify weight, e.g., "50 grams"]
- **Color:** [Specify color, e.g., "Pantone 2925 C"]
- **Packaging:** [Specify packaging requirements, e.g., "Individually wrapped in clear cellophane bags with ACME-1 logo"]
- **Performance:** [Specify performance criteria, e.g., "Must withstand temperatures up to 80°C"]

Quality Standards

DocuPal Demo, LLC will maintain high-quality standards throughout the manufacturing process. This includes:

- Implementing a rigorous quality control system.
- Conducting regular inspections at each stage of production.
- Using calibrated equipment for accurate measurements.
- Providing ACME-1 with samples for approval before mass production.
- Adhering to the following quality standards: [e.g., ISO 9001, or specific industry standards].

Any deviations from these specifications must be approved in writing by ACME-1. DocuPal Demo, LLC is responsible for ensuring that all Products meet these standards before shipment. Failure to meet these standards may result in rejection of the Products and potential penalties as outlined in this agreement.



Branding and Intellectual Property Rights

Ownership of Brand and Intellectual Property

ACME-1 retains full and exclusive ownership of the brand and all associated intellectual property rights. This includes, but is not limited to, trademarks, service marks, logos, trade names, copyrights, and any other proprietary designations related to the products.

Permitted Use of Branding Materials

Docupal Demo, LLC is granted a limited, non-exclusive, and revocable permission to use ACME-1's branding materials. This permission is strictly limited to the purpose of manufacturing the products as defined in this Private Label Agreement. Docupal Demo, LLC shall not use ACME-1's branding materials for any other purpose, including but not limited to advertising, promotion, or sale of other goods or services, without the prior written consent of ACME-1.

Restrictions on Use

Docupal Demo, LLC acknowledges that any unauthorized use of ACME-1's brand or intellectual property will constitute a material breach of this Agreement and may result in immediate termination. Docupal Demo, LLC shall not create any derivative works using ACME-1's branding materials. Docupal Demo, LLC will adhere to ACME-1's brand guidelines, provided separately.

Protection of Intellectual Property

Docupal Demo, LLC agrees to take all reasonable steps to protect ACME-1's intellectual property rights. This includes preventing unauthorized access to and use of ACME-1's branding materials. Docupal Demo, LLC will promptly notify ACME-1 of any suspected infringement or misuse of ACME-1's intellectual property rights that comes to its attention.



Pricing and Payment Terms

The price for the Products supplied by DocuPal Demo, LLC to ACME-1 will be as set forth in **Schedule A** attached to this Agreement. Schedule A will outline the specific prices for each Product, and will be reviewed and updated [Quarterly/Annually] to reflect changes in material costs or other market conditions. All prices are denominated in United States Dollars (USD).

Payment Schedule

ACME-1 will pay DocuPal Demo, LLC according to the following schedule:

- [X]% of the total order value is due upon placement of the order as a deposit.
- [Y]% of the total order value is due upon notification that the Products are ready for shipment.
- The remaining [Z]% of the total order value, plus any applicable shipping costs, is due within [Number] days of ACME-1's receipt of the Products.

Invoicing

DocuPal Demo, LLC will submit invoices to ACME-1 electronically to [ACME-1 billing email address]. Invoices will include the purchase order number, a detailed description of the Products, the quantity shipped, the unit price, and the total amount due.

Late Payment

If ACME-1 fails to make any payment when due, DocuPal Demo, LLC will have the right to charge interest on the unpaid amount at a rate of [Interest rate]% per month, or the highest rate permitted by applicable law, whichever is less. DocuPal Demo, LLC may also suspend performance under this Agreement until all past due amounts, including accrued interest, are paid in full.

Payment Methods

ACME-1 can make payments via [wire transfer / ACH / other]. Payment details, including bank name, account number, and routing number, will be provided on each invoice.



Taxes

Prices quoted exclude all applicable sales, use, excise, value-added, and other taxes and duties. ACME-1 is responsible for paying all such taxes and duties, or for providing DocuPal Demo, LLC with a valid exemption certificate.

Price Adjustments

DocuPal Demo, LLC reserves the right to adjust prices under the following circumstances: significant increases in raw material costs (exceeding [Percentage]%), changes in applicable laws or regulations, or unforeseen events that materially affect production costs. DocuPal Demo, LLC will provide ACME-1 with written notice of any price adjustments at least [Number] days prior to the effective date of the adjustment.

Payment Timeline Chart

This chart illustrates the payment timeline for a typical order:

Order Procedures and Minimum Order Quantities

ACME-1 will place orders for Products by submitting a purchase order to Docupal Demo, LLC. Each purchase order must specify the quantity of Products, the requested delivery date, the shipping destination, and any special instructions.

Minimum Order Quantities

The minimum order quantity (MOQ) for each Product is 100 units per order. Docupal Demo, LLC may, at its sole discretion, accept orders for quantities below the MOQ. However, ACME-1 acknowledges that orders below the MOQ may be subject to a price premium.



Lead Times and Delivery

The standard lead time for each order is 4 weeks from the date of Docupal Demo, LLC's acknowledgement of the purchase order. This lead time may vary depending on the quantity of Products ordered and the availability of raw materials. Docupal Demo, LLC will use commercially reasonable efforts to meet the requested delivery dates, but shall not be liable for any delays in delivery. ACME-1 is responsible for all shipping costs. The delivery schedule will be agreed upon by both parties and confirmed in writing.

Quality Assurance and Inspection

DocuPal Demo, LLC will maintain a comprehensive quality assurance program. This program ensures that all Products meet ACME-1's specifications and quality standards. We will conduct inspections at various stages of production. These stages include incoming raw materials, in-process manufacturing, and final product testing.

Inspection Rights

ACME-1 has the right to inspect the Products at DocuPal Demo, LLC's facilities. Inspections can occur during and after manufacturing. ACME-1 must provide reasonable notice of its intent to inspect. DocuPal Demo, LLC will provide access to its facilities and relevant quality control records. ACME-1 is responsible for all costs associated with their inspections.

Testing Protocols

DocuPal Demo, LLC will perform all required tests. These tests verify the Product's quality and compliance. We will use industry-standard testing methods. Testing will cover performance, durability, and safety. Certificates of Analysis (COA) will be provided for each batch of Products. These COAs confirm that the Products meet the agreed-upon specifications. ACME-1 can request specific tests. These tests must be reasonable and relevant to the Product's intended use.



Defective Products

If Products fail to meet specifications, ACME-1 must notify DocuPal Demo, LLC in writing within [Insert Number] days of receipt. The notification must detail the defect and provide supporting evidence. DocuPal Demo, LLC will investigate the issue. If the defect is due to our manufacturing, we will, at ACME-1's option, either replace the defective Products or issue a credit for the purchase price of the defective Products. ACME-1 will return defective Products to DocuPal Demo, LLC at our expense. We reserve the right to inspect returned Products to verify the defect. This remedy is ACME-1's sole and exclusive remedy for defective Products.

Confidentiality

Definition of Confidential Information

"Confidential Information" includes all non-public information related to either party's business. This includes, but is not limited to, product designs, customer lists, pricing strategies, and marketing plans.

Obligations

Each party agrees to protect the other party's Confidential Information with the same degree of care that it uses to protect its own confidential information. At a minimum, each party must use reasonable care to protect such Confidential Information. The receiving party can only use the disclosing party's Confidential Information to exercise its rights and perform its obligations under this Agreement. Confidential Information will be held in strict confidence and not disclosed to any third party.

Warranties and Representations

DocuPal Demo, LLC Warranties

DocuPal Demo, LLC warrants that it is fully authorized to enter into this Private Label Agreement. DocuPal Demo, LLC warrants that all Products manufactured and supplied under this agreement will be free from defects in material and



workmanship. This warranty remains effective for a period of [Insert Warranty Period] from the date of delivery. DocuPal Demo, LLC warrants that it will manufacture the Products in compliance with all applicable laws and regulations.

Acme, Inc. Warranties

Acme, Inc. warrants that it owns all right, title, and interest in and to the Intellectual Property associated with the Products. Acme, Inc. warrants that it has the right to grant DocuPal Demo, LLC permission to use the Branding Materials as specified in this Agreement. Acme, Inc. warrants that the use of the Intellectual Property and Branding Materials as contemplated by this agreement does not infringe upon the rights of any third party.

Indemnification and Liability

Indemnification by ACME-1

ACME-1 will defend, indemnify, and hold harmless Docupal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Any defects in the Product caused by or related to ACME-1's specifications, designs, or other information provided to Docupal Demo, LLC.
- Any claims of infringement or misappropriation of any intellectual property rights of any third party based on ACME-1's trademarks, branding, or other materials provided to Docupal Demo, LLC for use on the Product.
- Any claims arising from the marketing, advertising, or sale of the Product by ACME-1.

Indemnification by Docupal Demo, LLC

Docupal Demo, LLC will defend, indemnify, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Any defects in the Product caused by Docupal Demo, LLC's negligence or willful misconduct in the manufacturing process.



- Any claims of infringement or misappropriation of any intellectual property rights of any third party based on Docupal Demo, LLC's manufacturing processes.
- Violation of any applicable laws or regulations in the manufacturing of products.

Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, whether based on contract, tort, or any other legal theory, even if such party has been advised of the possibility of such damages. Docupal Demo, LLC's total liability to ACME-1 under this agreement will not exceed the total payments made by ACME-1 to Docupal Demo, LLC.

Term and Termination

Term

This Agreement will start on 2025-08-09 and will continue for an initial term of three (3) years.

Renewal

This Agreement will automatically renew for additional one (1) year terms, unless either party gives written notice of termination at least ninety (90) days before the end of the current term.

Termination

Termination for Cause

Either party may terminate this Agreement if the other party materially breaches any of its obligations, and fails to cure such breach within thirty (30) days after receiving written notice of the breach. DocuPal Demo, LLC may immediately terminate this Agreement if Acme, Inc fails to pay any invoice when due, and such failure continues for more than fifteen (15) days after written notice.



Termination for Insolvency

Either party may terminate this Agreement immediately if the other party becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets.

Termination for Convenience

Acme, Inc may terminate this Agreement for any reason by giving DocuPal Demo, LLC one hundred and twenty (120) days written notice. If Acme, Inc terminates for convenience, Acme, Inc will purchase all finished Products and raw materials that DocuPal Demo, LLC has on hand or has ordered to fulfill existing purchase orders.

Effect of Termination

Upon termination of this Agreement, all rights and obligations of the parties will end, except for the obligations regarding confidentiality, indemnification, and payment for Products delivered prior to termination. DocuPal Demo, LLC will stop using Acme, Inc's trademarks and will return or destroy all Confidential Information of Acme, Inc.

Force Majeure

Neither DocuPal Demo, LLC, nor ACME-1 will be liable for any failure or delay in performance. This applies if such failure or delay is due to causes beyond its reasonable control.

Excusable Events

These causes include, but are not limited to, acts of God, war, riots, fire, flood, earthquake, or other natural disaster. They also include strikes, lockouts, or other labor disputes; embargoes; legal regulations; or actions of any governmental authority.

Notice and Mitigation

The affected party must promptly notify the other party of the force majeure event. The notification must contain details of the event and its expected duration. The affected party will use reasonable efforts to minimize the effects of the force



majeure event. If the force majeure event continues for more than ninety (90) days, either party may terminate this Agreement upon written notice.

Dispute Resolution and Governing Law

Dispute Resolution

The parties will try to resolve any dispute arising from this agreement through good-faith negotiation. Either party can initiate negotiation by providing written notice to the other, describing the issue and proposed resolution. The receiving party must respond in writing within fifteen (15) business days with its position and any counter-proposals. Executives from both Docupal Demo, LLC and ACME-1 will participate in these negotiations.

If negotiation does not resolve the dispute within thirty (30) days of the initial notice, either party may pursue mediation. The mediation will occur in Anytown, California, unless both parties agree to a different location. A mutually agreed-upon mediator will conduct the mediation. The parties will share the costs of the mediator equally. Each party will bear its own legal fees and expenses related to the mediation.

Governing Law

The laws of the State of California govern this agreement, without regard to its conflict of laws principles. The parties agree that any legal action or proceeding relating to this agreement will be brought exclusively in the state or federal courts located in Anytown, California. Both Docupal Demo, LLC and ACME-1 consent to the personal jurisdiction of these courts.

Miscellaneous Provisions

Assignment

Neither party may assign its rights or obligations under this Private Label Agreement without the prior written consent of the other party, except that ACME-1 may assign this Agreement to a parent, subsidiary, or successor entity without such consent.



Amendments

This Agreement may only be amended or modified by a written instrument signed by both Docupal Demo, LLC and ACME-1.

Notices

All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered personally, (b) one business day following deposit with a nationally recognized overnight courier, or (c) three business days following deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed as follows:

If to Docupal Demo, LLC: 23 Main St, Anytown, CA 90210

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

or to such other address as either party may designate in writing from time to time.

Entire Agreement

This Private Label Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and discussions, whether oral or written. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

