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Introduction

This Co-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, a business organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

Purpose

DocuPal and ACME-1 enter into this Agreement to establish a co-branding partnership. The primary objectives of this collaboration are to increase brand awareness and expand market share for both parties through the cooperative marketing and promotion of specific products and services. This Agreement outlines the terms and conditions governing this co-branding initiative, including intellectual property rights, marketing responsibilities, financial obligations, and termination clauses. This agreement will allow DocuPal and ACME-1 to leverage each other's brand recognition and customer base to achieve mutual growth and success in the market.

Definitions and Interpretations

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

- **DocuPal:** Refers to 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.
- **ACME-1:** Refers to Acme, Inc, a business organized under the laws of United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.
- **Agreement:** Means this Co-Branding Agreement, including all schedules, exhibits, and amendments to it.
- **Effective Date:** Means the date this Agreement comes into effect.
- **Territory:** Means worldwide.



- **Confidential Information:** Means any information disclosed by one Party to the other Party that is marked or identified as confidential or proprietary, or that should reasonably be understood to be confidential given the nature of the information and the circumstances of its disclosure.

Co-Branding Specific Terms

- **Co-Branded Product:** Refers to [Specify Product Names or Categories]. These are the products that will feature both DocuPal's and ACME-1's trademarks and branding elements as detailed in Exhibit A.
- **Co-Branding Marks:** Refers to the specific trademarks, logos, and other branding elements of both DocuPal and ACME-1 that will be used on the Co-Branded Products and in association with the co-branding activities as outlined in Exhibit B.
- **Approved Marketing Materials:** Refers to all marketing, advertising, and promotional materials related to the Co-Branded Products that have been mutually approved in writing by both DocuPal and ACME-1. This includes, but is not limited to, brochures, websites, social media content, and advertising campaigns.

Scope of Collaboration

This Co-Branding Agreement details the collaborative activities between DocuPal Demo, LLC ("DocuPal") and Acme, Inc ("ACME-1"). The collaboration will focus on co-branding specific products within a defined geographic region.

Co-Branded Products

The co-branding effort will apply to DocuPal's software solutions and ACME-1's hardware products. The parties will collaborate to integrate and market these products under a co-branded strategy.

Geographic and Market Scope

The scope of this collaboration is limited to the United States, North America region. All co-branding and marketing activities will be focused on this market.



Collaboration Activities

DocuPal and ACME-1 will work together on several key activities:

- **Joint Marketing Campaigns:** Developing and executing marketing campaigns that highlight the combined benefits of DocuPal software and ACME-1 hardware.
- **Product Integration:** Optimizing DocuPal software to function seamlessly with ACME-1 hardware, enhancing user experience.
- **Sales Initiatives:** Coordinating sales efforts to promote the co-branded products to target customers.
- **Technical Support:** Providing joint technical support to customers using the co-branded products.
- **Brand Alignment:** Ensuring consistent brand messaging and visual identity across all co-branded materials.
- **Cross-promotion:** Actively promoting each other's products and services to expand market reach.
- **Training:** DocuPal will train ACME-1's staff, and ACME-1 will also train DocuPal's staff.
- **Market Research:** Conducting ongoing market research to identify customer needs and preferences.
- **New Product Development:** Exploring opportunities for developing new co-branded products.

Both parties will contribute resources and expertise to ensure the success of these activities. Specific responsibilities and financial contributions are outlined in subsequent sections of this agreement.

Intellectual Property Rights

Ownership of New Intellectual Property

Any intellectual property created as a direct result of this Co-Branding Agreement will be jointly owned by DocuPal Demo, LLC and Acme, Inc. Both parties will share equal rights to use, license, and protect such intellectual property. This includes, but is not limited to, jointly developed trademarks, copyrights, and marketing materials.



Use of Existing Intellectual Property

Each party grants the other a limited, non-exclusive, non-transferable license to use its pre-existing intellectual property. This license is solely for the purpose of fulfilling the obligations outlined in this Co-Branding Agreement. The use of each party's existing trademarks, logos, and copyrighted materials must adhere strictly to the brand guidelines provided by the respective owner.

Brand Guidelines

DocuPal Demo, LLC and Acme, Inc. will each provide the other with comprehensive brand guidelines. These guidelines will detail the proper usage of their respective trademarks, logos, color schemes, and other brand elements. Any use of a party's intellectual property must be pre-approved by that party to ensure compliance with these guidelines.

Protection of Intellectual Property

Both DocuPal Demo, LLC and Acme, Inc. are responsible for protecting their respective intellectual property. In the event of any infringement or unauthorized use of a party's intellectual property, that party will have the sole right to take legal action. The other party will provide reasonable assistance in such actions, if requested.

Termination

Upon termination of this Co-Branding Agreement, all rights and licenses granted under this section will immediately revert to the respective owners. Neither party will have any further right to use the other party's intellectual property. Each party will cease all use of the co-branded materials and remove any references to the co-branding arrangement from their respective marketing materials.



Marketing and Promotional Responsibilities

DocuPal Demo, LLC and ACME-1 will collaborate on marketing the co-branded products. Each party will focus on specific areas, leveraging their respective strengths and resources.

Division of Marketing Duties

DocuPal Demo, LLC will be primarily responsible for all digital marketing activities. This includes, but isn't limited to:

- Search engine optimization (SEO)
- Social media marketing
- Email marketing campaigns
- Online advertising (e.g., Google Ads, social media ads)
- Content marketing (blog posts, articles, website content)

ACME-1 will manage all retail marketing efforts. This includes, but isn't limited to:

- In-store promotions and displays
- Print advertising (e.g., brochures, flyers)
- Event marketing (e.g., trade shows, product demonstrations)
- Point-of-sale (POS) materials
- Retail partnerships and collaborations

Marketing Budget and Resource Allocation

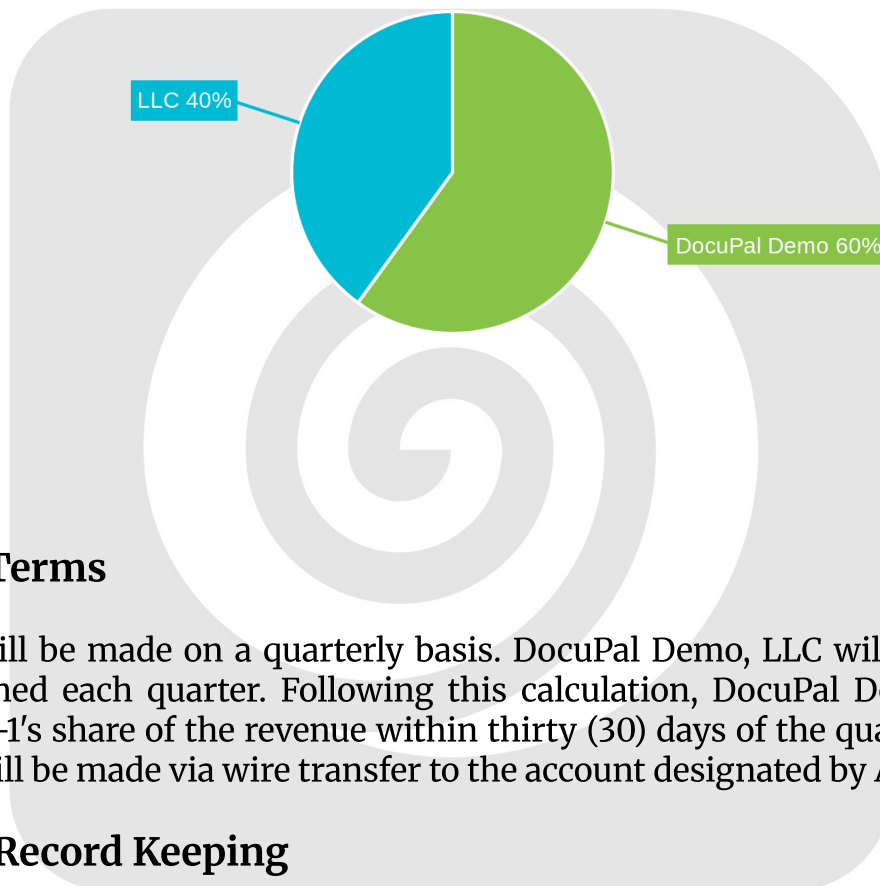
Both parties will contribute financially to the co-branded marketing campaigns. DocuPal Demo, LLC will contribute \$50,000. ACME-1 will contribute \$75,000. These funds will be used to cover the costs of the marketing activities outlined above.

Each party will also dedicate personnel and other resources to support the marketing efforts. This includes marketing staff, design resources, and access to marketing platforms and tools. All marketing materials produced by either party must be approved by both parties before distribution. This ensures consistency in branding and messaging.



Revenue Sharing and Financial Terms

DocuPal Demo, LLC and ACME-1 will share revenue generated from the co-branded products as follows: DocuPal Demo, LLC will receive sixty percent (60%) of the gross revenue, and ACME-1 will receive forty percent (40%).



Payment Terms

Payments will be made on a quarterly basis. DocuPal Demo, LLC will calculate the revenue earned each quarter. Following this calculation, DocuPal Demo, LLC will remit ACME-1's share of the revenue within thirty (30) days of the quarter's end. All payments will be made via wire transfer to the account designated by ACME-1.

Financial Record Keeping

Both parties will maintain accurate records of all transactions related to the co-branded products. These records must include detailed information on sales, costs, and any other relevant financial data. Both DocuPal Demo, LLC and ACME-1 have the right to audit each other's financial records related to this agreement. Audits can occur no more than once per year. The party requesting the audit must provide at

least thirty (30) days written notice. The auditing party will bear the cost of the audit unless a discrepancy of more than five percent (5%) is discovered. If a discrepancy of that magnitude is found, the audited party will cover the audit costs.

Confidentiality

Both DocuPal Demo, LLC and ACME-1 acknowledge that they may receive confidential information from each other. This information includes, but is not limited to, customer data, financial information, and marketing strategies.

Protection of Confidential Information

Each party agrees to protect the other's confidential information. They will use the same degree of care to protect this information as they use to protect their own confidential information, but no less than reasonable care. Confidential information will only be used for the purposes of this Co-Branding Agreement. It will not be disclosed to any third party without prior written consent from the disclosing party.

Exclusions

The obligations of confidentiality do not apply to information that is:

- Already known to the receiving party.
- Publicly available through no fault of the receiving party.
- Rightfully received from a third party without any obligation of confidentiality.
- Independently developed by the receiving party.
- Required to be disclosed by law or court order.

Duration

The obligations of confidentiality outlined in this section will continue for a period of five (5) years after the termination of this Co-Branding Agreement.



Term and Termination

Agreement Term

This Co-Branding Agreement will start on August 9, 2025. It will continue for a period of three (3) years, unless terminated earlier as described below.

Renewal

This Agreement will automatically renew for additional one (1) year terms. This automatic renewal will occur unless either party provides written notice of non-renewal at least 90 days before the end of the current term.

Termination

Either party may terminate this Agreement with thirty (30) days written notice if the other party breaches any material term of this Agreement. Termination is also permitted if the other party becomes insolvent or makes a material misrepresentation. Docupal Demo, LLC also reserves the right to terminate this agreement with written notice if ACME-1 does not meet the minimum sales as agreed upon in Exhibit A.

Warranties and Representations

General Warranties

DocuPal Demo, LLC and ACME-1 each warrant that they have the full right, power, and authority to enter into this Co-Branding Agreement. Each party also warrants that its marketing materials will not infringe upon the intellectual property rights, or any other rights, of any third party.

ACME-1 Representations

ACME-1 represents and warrants that its hardware products meet all applicable safety standards and regulations in the relevant jurisdictions.



DocuPal Demo, LLC Representations

DocuPal Demo, LLC represents and warrants that its software complies with all relevant data privacy laws and regulations.

Mutual Assurances

Each party assures the other that it:

- Is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation.
- Has all requisite power and authority to own its properties and to carry on its business as now being conducted.
- Is qualified to do business and is in good standing in every jurisdiction where such qualification is required.
- Has the full right, power, and authority to enter into this Agreement, to carry out its obligations, and to grant the rights and licenses granted by it under this Agreement.
- Is not a party to any agreement or subject to any restriction that would prevent, limit, or interfere with its performance of its obligations under this Agreement.
- Will comply with all applicable laws, rules, and regulations in performing its obligations under this Agreement.
- Holds all necessary permits, licenses, and authorizations required to conduct its business and to perform its obligations under this Agreement.
- That the execution, delivery, and performance of this agreement has been duly authorized by all necessary corporate action on the part of such party.

Indemnification and Liability

Indemnification

ACME-1 will indemnify, defend, 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:

- ACME-1's breach of this Agreement.



- ACME-1's negligence.
- Any claim of intellectual property infringement arising from ACME-1's use of the co-branded materials.

DocuPal Demo, LLC will indemnify, defend, 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:

- DocuPal Demo, LLC's breach of this Agreement.
- DocuPal Demo, LLC's negligence.
- Any claim of intellectual property infringement arising from DocuPal Demo, LLC's use of the co-branded materials.

Limitation of Liability

To the maximum extent permitted by applicable law, neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement, even if advised of the possibility of such damages.

The total cumulative liability of either party to the other under this Agreement shall not exceed \$100,000. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise.

Dispute Resolution

The parties want to resolve disputes quickly and cost-effectively. We will first try to resolve any dispute related to this Agreement through good-faith negotiation.

Mediation

If negotiation does not work, we agree to try mediation. We will select a mutually acceptable mediator in Delaware. The mediation will be held in Delaware. Both parties will share the costs of the mediation equally.



Arbitration

If mediation fails to resolve the dispute, we agree to submit the dispute to binding arbitration. The arbitration will be conducted under the rules of the American Arbitration Association. A single arbitrator will conduct the arbitration in Delaware. The arbitrator's decision will be final and binding. The arbitrator can award any relief that a court could, including injunctive relief. The parties can enter the arbitrator's judgment in any court with jurisdiction. Each party will bear its own attorneys' fees and costs, but the arbitrator may award reasonable attorneys' fees to the prevailing party.

Miscellaneous Provisions

Governing Law

This agreement is governed by the laws of the State of California, without regard to its conflict of laws principles. The parties agree that any legal action or proceeding arising out of or relating to this agreement will be brought exclusively in the state or federal courts located in California.

Amendment

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 or amendment will be effective unless it is in writing and signed by both parties.

Force Majeure

Neither party will be liable for any failure to perform its obligations under this agreement if such failure results from acts of God, war, government regulation, or other causes beyond the party's reasonable control. The affected party must notify the other party promptly of such force majeure event and make reasonable efforts to mitigate its effects.



Assignment

Neither party may assign its rights or delegate its obligations under this agreement without the prior written consent of the other party. However, Docupal Demo, LLC may assign this agreement to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets.

Entire Agreement

This agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 regarding the co-branding arrangement described herein. It supersedes all prior or contemporaneous communications and proposals, whether oral or written, relating to the subject matter of this agreement.

Notices

All notices and other communications under this agreement must be in writing and will be deemed to have been duly given when (a) delivered personally, (b) sent by certified or registered mail, return receipt requested, or (c) sent by reputable overnight courier service, to the addresses set forth in the introductory paragraph of this agreement or to such other address as either party may designate in writing from time to time.

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 parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties.

Counterparts

This agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronic signatures will have the same force and effect as original signatures.



No Third-Party Beneficiaries

This agreement is for the sole benefit of Docupal Demo, LLC and ACME-1, and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this agreement.

Signatures

This Co-Branding Agreement becomes effective upon signing by both parties.

DocuPal Demo, LLC

Signed: _____

Name: John Smith

Title: CEO

Date: _____

ACME-1

Signed: _____

Name: Jane Doe

Title: CEO

Date: _____

Instructions: Please ensure that both authorized representatives, John Smith (CEO, DocuPal Demo, LLC) and Jane Doe (CEO, ACME-1), sign and date this agreement in the spaces provided above to indicate their acceptance of the terms and conditions outlined within this document. By signing, both parties acknowledge their understanding and agreement to abide by the stipulations set forth in this Co-Branding Agreement.

