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Introduction and Definitions

Introduction

This Publicity Rights Agreement (the "Agreement") is made as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of United States, with an address at 23 Main St, Anytown, CA 90210 ("DocuPal Demo"), and Acme, Inc, a company organized under the laws of United States, with an address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1"). ACME-1 wishes to use the name, image, and likeness of its employees for marketing and promotional purposes. This Agreement sets forth the terms and conditions under which ACME-1 may use such publicity rights.

Definitions

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

Publicity Rights

"Publicity Rights" means the right to use, display, reproduce, and otherwise exploit an individual's Likeness for commercial purposes.

Likeness

"Likeness" means an individual's name, nickname, voice, signature, photograph, image, portrait, video or film clip, silhouette, and other reproduction or representation of the individual's physical appearance and characteristics.

Intellectual Property

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



Grant of Rights

DocuPal Demo, LLC grants to ACME-1 a non-exclusive, worldwide right and license to use the Publicity Rights of its employees. This includes the right to use an employee's name, image, likeness, voice, and biographical material.

Scope of Rights

ACME-1 can use these Publicity Rights for advertising, marketing, and promotional purposes. The rights extend to all media now known or later developed. This includes, but is not limited to, print, digital platforms, websites, social media, television, and radio. ACME-1 may create derivative works using the Publicity Rights. ACME-1 will have the right to sublicense these rights to its affiliates, partners, and vendors, as needed, to carry out the advertising, marketing, and promotional activities.

Term

The term of this grant of rights is five (5) years from the effective date of this Agreement.

Compensation and Payment Terms

DocuPal Demo, LLC will compensate Acme, Inc for the publicity rights granted under this Agreement.

Compensation Structure

ACME-1 will receive a flat fee for the rights granted in this agreement. The flat fee covers usage of employee likeness, image, voice and biographical material as described.

Payment Amount and Schedule

The annual compensation is \$5,000.00 USD, payable each year. Payments will be made annually on the anniversary of the Effective Date of this Agreement.



Additional Expenses

ACME-1 will also reimburse reasonable travel and accommodation expenses. These expenses must be pre-approved by DocuPal Demo, LLC. Expenses must also be properly documented. ACME-1 will submit documentation according to DocuPal Demo, LLC's standard policies.

Term and Termination

Term

This Agreement will begin on August 9, 2025, and will continue for five (5) years. The term will automatically renew for additional five (5) year periods, unless either party provides written notice of termination at least sixty (60) days before the end of the current term. Renewal is contingent upon mutual written agreement.

Termination

This Agreement may be terminated earlier under the following conditions:

- **Material Breach:** Either party may terminate this Agreement if the other party materially breaches any provision of this Agreement, and such breach remains uncured for thirty (30) days after written notice is provided to the breaching party.
- **Insolvency:** Either party may terminate this Agreement immediately upon the other party's insolvency, bankruptcy, or assignment for the benefit of creditors.

Post-Termination

Upon termination of this Agreement for any reason:

- All rights granted to ACME-1 under this Agreement will immediately revert to the employee.
- ACME-1 must cease all use of the Publicity Rights within thirty (30) days of the termination date.



Representations and Warranties

Employee Representations and Warranties

The employee represents and warrants to ACME-1 that they have the full right, power, and authority to grant the publicity rights as outlined in this Agreement. The employee warrants that their name, likeness, voice, and biographical material do not infringe upon or violate the rights of any third party.

ACME-1 Representations and Warranties

ACME-1 represents and warrants that it will use the publicity rights granted herein in a professional and ethical manner, and in compliance with all applicable laws and regulations. ACME-1 represents that it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder. ACME-1 warrants that its execution and performance of this Agreement will not conflict with or violate any other agreement to which it is a party or by which it is bound.

Use Restrictions and Limitations

ACME-1's use of Publicity Rights is subject to the following restrictions and limitations:

Permitted Use

ACME-1 may use the Publicity Rights solely for marketing and promotional purposes as described in this Agreement.

Prohibited Use

ACME-1 is expressly prohibited from using the Publicity Rights in the following manner:

- In connection with any controversial or political endorsements.
- In any way that is derogatory or misrepresents the employee.



Approval Rights

The employee retains the right to approve any use of their image in marketing materials prior to publication or dissemination.

Moral Rights

To the extent permitted by law, the employee waives any moral rights related to ACME-1's use of the Publicity Rights. ACME-1 acknowledges that the use of publicity rights will not be derogatory to the employee.

Indemnification and Liability

Indemnification

ACME-1 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, and expenses (including reasonable attorneys' fees) arising out of or relating to ACME-1's use of the Publicity Rights granted under this Agreement. This includes, but is not limited to, claims of copyright infringement, trademark infringement, invasion of privacy, defamation, or any other claim arising from ACME-1's marketing or promotional activities utilizing the Likeness. Docupal Demo, LLC will promptly notify ACME-1 of any such claim and cooperate fully in the defense thereof.

Limitation of Liability

ACME-1's total liability to Docupal Demo, LLC under this Agreement shall be limited to the amount of compensation paid by ACME-1 to Docupal Demo, LLC as specified in this Agreement. In no event shall ACME-1 be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, data, or use, even if advised of the possibility of such damages. ACME-1 will maintain adequate insurance coverage to meet its obligations under this agreement.



Confidentiality

DocuPal Demo, LLC and ACME-1 agree to keep the terms of this Publicity Rights Agreement confidential. This includes, but is not limited to, the specific details of compensation provided to DocuPal Demo, LLC employees.

Term

The confidentiality obligations outlined here will continue for five (5) years after this agreement terminates.

Exceptions

The duty to maintain confidentiality does not apply to information that must be disclosed to comply with any applicable law or regulation. If disclosure is legally required, the party must provide prompt notice to the other party, to the extent legally permissible, to allow them to seek a protective order or other appropriate remedy.

Governing Law and Dispute Resolution

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

Dispute Resolution

Any dispute arising out of or relating to this Agreement will be resolved through binding arbitration in Wilmington, Delaware. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both parties. It can be entered as a judgment in any court of competent jurisdiction. Each party will bear its own costs and expenses of arbitration. The parties will share equally the fees and expenses of the arbitrator.



Miscellaneous Provisions

Assignment

Neither party can assign their rights or obligations under this agreement. This restriction applies unless the other party gives prior written consent. Any assignment without this consent is void.

Amendments

This agreement may only be changed or amended if the changes are in writing. Both parties must sign the written amendment for it to be effective.

Notices

All notices relating to this agreement must be in writing. Notices must be delivered by certified mail or email. Notices should be sent to the addresses listed in this agreement.

Waiver

No waiver of any provision of this agreement will be effective. This applies unless it is explicitly stated in writing and signed by the party giving the waiver. A waiver on one occasion will not waive any other rights. It also does not prevent enforcing that provision on another occasion.

Signatures and Execution

This Publicity Rights Agreement is effective as of January 1, 2024.

Signature Blocks

DocuPal Demo, LLC and Acme, Inc. agree to the terms and conditions outlined in this Agreement through their authorized signatures below.

DocuPal Demo, LLC



Signature:	
Name:	
Title:	
Date:	August 9, 2025

Acme, Inc.

Signature:	
Name:	
Title:	
Date:	August 9, 2025

Notarization

DocuPal Demo, LLC

State of:	
County of:	
On this day of	
before me,	
appeared	
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.	
Notary Public:	
My commission expires:	

Acme, Inc.



State of:	
County of:	
On this day of	
before me,	
appeared	
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.	
Notary Public:	
My commission expires:	

To formally execute this Agreement, each party shall sign and date in the designated signature blocks above. Furthermore, each signature must be duly notarized by a qualified notary public, who will also provide their signature and commission expiration date in the notarization sections.

