

# Table of Contents

<b>Introduction and Purpose</b>	<b>3</b>
Introduction	3
Purpose of the Agreement	3
<b>Sponsorship Benefits and Deliverables</b>	<b>3</b>
Branding and Promotional Rights	3
Speaking Opportunity	4
Booth Space	4
Deliverables Summary	4
<b>Financial Terms and Payment Schedule</b>	<b>4</b>
Payment Schedule	5
Payment Method	5
Payment Documentation	5
Late Payment	5
Refunds	5
<b>Sponsor Obligations and Responsibilities</b>	<b>5</b>
Branding and Promotion	6
Conduct and Compliance	6
<b>Organizer Obligations and Responsibilities</b>	<b>6</b>
Delivery of Sponsor Benefits	6
Quality and Timeliness	6
Sponsor Support	7
<b>Intellectual Property and Branding Rights</b>	<b>7</b>
Usage Rights	7
Branding Guidelines	7
<b>Confidentiality and Media Rights</b>	<b>8</b>
Confidentiality	8
Media Rights	8
Publicity	8
<b>Liability, Indemnification, and Insurance</b>	<b>8</b>
Liability	8
Indemnification	8
Insurance	9
<b>Term, Termination and Cancellation</b>	<b>9</b>



Term .....	9
Termination .....	9
Cancellation .....	10
<b>Dispute Resolution and Governing Law .....</b>	<b>10</b>
Dispute Resolution .....	10
Governing Law .....	10
<b>Miscellaneous Provisions .....</b>	<b>11</b>
Assignment .....	11
Amendments .....	11
Notices .....	11
Entire Agreement .....	11
<b>Signatures and Execution .....</b>	<b>11</b>
Execution .....	12
Signature Instructions .....	12



# Introduction and Purpose

## Introduction

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

## Purpose of the Agreement

This Agreement sets forth the terms and conditions under which ACME-1 will sponsor DocuPal's annual Tech Innovation Summit, a conference focusing on emerging technologies, held in San Francisco. The primary purpose of this sponsorship is to support and promote ACME-1 at the Tech Innovation Summit. This collaboration aims to create a mutually beneficial relationship, enhancing ACME-1's visibility and brand recognition within the technology sector while supporting the success of the Tech Innovation Summit.

## Sponsorship Benefits and Deliverables

DocuPal Demo, LLC will provide ACME-1 with the following benefits and deliverables as part of this sponsorship agreement. These are designed to maximize ACME-1's visibility and engagement at the Tech Innovation Summit.

### Branding and Promotional Rights

ACME-1 will receive prominent logo placement on all of the following:

- Event website
- Event banners displayed at the summit venue
- All official marketing materials, including brochures and digital advertisements.



ACME-1 will also have the exclusive right to be recognized as the sole sponsor in the "Cloud Solutions" category.

## Speaking Opportunity

A representative from ACME-1 will be given the opportunity to address summit attendees. The speaking slot will be [*insert duration*] minutes long. The specific time and topic will be mutually agreed upon by both parties no later than [*insert date*].

## Booth Space

DocuPal Demo, LLC will provide ACME-1 with a 10x10 booth in a high-traffic area of the exhibitor hall. ACME-1 is responsible for all booth setup, staffing, and dismantling. The location of the booth will be mutually agreed upon.

## Deliverables Summary

Deliverable	Description
Logo Placement	On website, banners, marketing materials
Speaking Slot	[ <i>insert duration</i> ] minute speaking opportunity
Booth Space	10x10 booth in the exhibitor hall
Exclusive Category Rights	Exclusive sponsorship rights for the "Cloud Solutions" category

# Financial Terms and Payment Schedule

The sponsorship fee for ACME-1's participation in the Tech Innovation Summit is \$50,000 USD. This fee covers the benefits outlined in this agreement.

## Payment Schedule

ACME-1 will make payments according to the following schedule:

- **Initial Payment:** \$25,000 USD due upon signing this agreement.
- **Final Payment:** \$25,000 USD due 30 days before the event date.

## Payment Method

All payments must be made via wire transfer to DocuPal Demo, LLC's bank account. DocuPal Demo, LLC will provide the necessary banking details to ACME-1 upon signing this agreement.

## Payment Documentation

DocuPal Demo, LLC will issue a receipt for each payment received from ACME-1. These receipts will serve as proof of payment.

## Late Payment

If ACME-1 fails to make any payment within the specified timeframe, a late payment penalty of 5% of the outstanding amount will be applied.

## Refunds

In the event that DocuPal Demo, LLC cancels the Tech Innovation Summit, ACME-1 will receive a full refund of all sponsorship fees paid. Refunds will be processed within 30 days of the event cancellation. No refunds will be issued if ACME-1 cancels their sponsorship.

# Sponsor Obligations and Responsibilities

ACME-1 will fulfill the obligations outlined in this agreement to ensure the Tech Innovation Summit's success. ACME-1 will provide all sponsorship fees as detailed in *Exhibit A: Sponsorship Benefits and Fees* according to the payment schedule.

## Branding and Promotion

ACME-1 must use DocuPal Demo, LLC's branding guidelines in all promotional materials and activities related to the event. These guidelines will be provided separately to ACME-1. ACME-1 will submit all advertising and promotional materials to DocuPal Demo, LLC for approval before publication or distribution. ACME-1 is responsible for creating and delivering all sponsor-provided content, such as advertisements, presentations, and booth materials, by the deadlines communicated by DocuPal Demo, LLC.

## Conduct and Compliance

ACME-1 agrees to conduct all activities related to the sponsorship professionally and ethically, maintaining the high standards of the Tech Innovation Summit. ACME-1 will comply with all applicable laws, regulations, and event policies during the sponsorship period. ACME-1 is responsible for obtaining any necessary permits or licenses related to its participation in the event. ACME-1 is responsible for the behavior of its staff, contractors, and representatives during the Tech Innovation Summit, ensuring they adhere to the same standards of conduct and compliance.

## Organizer Obligations and Responsibilities

DocuPal Demo, LLC will manage the Tech Innovation Summit to ensure its success. This includes overall event planning and execution. We are responsible for securing the venue, managing logistics, and coordinating speakers.

### Delivery of Sponsor Benefits

DocuPal Demo, LLC will deliver all sponsorship benefits to ACME-1 as outlined in this Agreement. We will ensure timely and professional execution of these benefits. This includes logo placement, speaking opportunities, and booth setup.

### Quality and Timeliness

We will maintain high standards for the Summit. DocuPal Demo, LLC will use project management and consistent communication to ensure quality and timeliness. We will proactively address any potential issues.

### Sponsor Support

ACME-1 will receive dedicated support from DocuPal Demo, LLC. A designated account manager will serve as the main point of contact. This manager will help ACME-1 with any questions or needs related to the sponsorship. This support ensures ACME-1 maximizes its participation in the Summit.





# Intellectual Property and Branding Rights

DocuPal Demo, LLC retains all ownership of its existing intellectual property. This includes all rights, title, and interest in trademarks, copyrights, logos, designs, and other proprietary materials associated with the Tech Innovation Summit.

## Usage Rights

Acme, Inc. receives a non-exclusive, limited license to use the event's logos and branding solely for the purpose of promoting its sponsorship of the Tech Innovation Summit. This license is valid only during the term of this Agreement. All usage of the event's intellectual property by ACME-1 must adhere to the branding guidelines provided by DocuPal Demo, LLC.

## Branding Guidelines

DocuPal Demo, LLC will provide ACME-1 with a detailed document outlining the specific branding guidelines for the Tech Innovation Summit. These guidelines cover the proper use of logos, color schemes, fonts, and other visual elements. DocuPal Demo, LLC's marketing team will oversee and enforce these branding guidelines to ensure consistent and appropriate representation of the event. ACME-1 acknowledges that any unauthorized use of DocuPal Demo, LLC's intellectual property will be a breach of this agreement.

# Confidentiality and Media Rights

## Confidentiality

Both DocuPal Demo, LLC, and ACME-1 agree to keep certain information confidential. This includes attendee lists for the Tech Innovation Summit. Financial details related to the sponsorship are also confidential. Proprietary strategies shared between the parties must remain private. This obligation of confidentiality survives the termination of this Agreement.



## Media Rights

DocuPal Demo, LLC retains all media rights related to the Tech Innovation Summit. ACME-1 is granted a limited license. ACME-1 may use event photos and videos. This use is restricted to internal marketing purposes only. Any external use requires written consent from DocuPal Demo, LLC.

## Publicity

All public announcements relating to this sponsorship require joint approval. This includes press releases and other statements to the media. Both parties will collaborate on the content and timing of such announcements. This ensures consistent messaging and protects the interests of both DocuPal Demo, LLC and ACME-1.

# Liability, Indemnification, and Insurance

## Liability

DocuPal Demo, LLC will be responsible for any damages or losses that occur during the Tech Innovation Summit. This liability extends only to damages or losses directly resulting from DocuPal Demo, LLC's negligence.

## Indemnification

Each party agrees to protect the other from specific types of claims. ACME-1 (Acme, Inc) will indemnify, defend, and hold harmless DocuPal Demo, LLC, including 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 (i) any breach by ACME-1 of any representation, warranty, or covenant made by ACME-1 in this Agreement, and (ii) any act or omission of ACME-1, its employees, or agents in connection with this Agreement or the Tech Innovation Summit.

DocuPal Demo, LLC will indemnify, defend, and hold harmless ACME-1, including 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 (i) any breach by DocuPal Demo, LLC of any





representation, warranty, or covenant made by DocuPal Demo, LLC in this Agreement, and (ii) any act or omission of DocuPal Demo, LLC, its employees, or agents in connection with this Agreement or the Tech Innovation Summit.

## Insurance

ACME-1 will secure and maintain, at its sole expense, general liability insurance. This insurance will cover bodily injury and property damage. The coverage limit shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. ACME-1 must provide DocuPal Demo, LLC with a certificate of insurance as proof of coverage before the Tech Innovation Summit's start date. DocuPal Demo, LLC will maintain its own event insurance policy. This policy will provide appropriate coverage for the event.

## Term, Termination and Cancellation

### Term

This Agreement will begin on the date it is signed by both parties. It will continue until 30 days after the conclusion of the Tech Innovation Summit.

### Termination

Either party may terminate this Agreement if the other party materially breaches any of its obligations. The non-breaching party must provide written notice of the breach. The breaching party will have 30 days to cure the breach after receiving notice. If the breach is not cured within this timeframe, the non-breaching party can terminate the agreement immediately.

### Cancellation

#### Cancellation by ACME-1

If ACME-1 cancels this Agreement, ACME-1 will forfeit all sponsorship fees paid to DocuPal Demo, LLC.

#### Cancellation by DocuPal Demo, LLC



If DocuPal Demo, LLC cancels this Agreement, DocuPal Demo, LLC will refund all sponsorship fees paid by ACME-1. The refund will be made within 30 days of the cancellation date.

## Dispute Resolution and Governing Law

### Dispute Resolution

The parties will first attempt to resolve any disagreement related to this Agreement through good-faith negotiation. If negotiation fails, the parties agree to participate in mediation. A mutually agreed-upon mediator will conduct the mediation. If mediation is unsuccessful, any unresolved dispute shall be settled by binding arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties. Each party will bear its own costs and expenses related to the mediation and arbitration. The parties will equally share the fees and expenses of the mediator and arbitrator.

### Governing Law

The laws of the State of Delaware govern this Agreement. This includes its interpretation and enforcement, without regard to conflict of laws principles. The parties agree that any legal action or proceeding relating to this Agreement will be brought in the state or federal courts located in Delaware. Each party consents to the jurisdiction of such courts for these purposes.

## Miscellaneous Provisions

### Assignment

Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld.



## Amendments

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

## Notices

All notices and other communications under this Agreement must be in writing. Notices will be considered duly given when sent by both email and certified mail to the addresses listed in this Agreement.

DocuPal Demo, LLC: 23 Main St, Anytown, CA 90210

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

## Entire Agreement

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

# Signatures and Execution

This Event Sponsorship Agreement becomes effective as of the date of the last signature below.

## Execution

This Agreement is executed by the duly authorized representatives of both parties.

**DocuPal Demo, LLC**

By:

---

John Smith, CEO

Date: \_\_\_\_\_

**Acme, Inc**



By:

---

Jane Doe, CEO

Date: \_\_\_\_\_

## Signature Instructions

Please ensure that both parties sign and date this agreement in the spaces provided above. This written agreement, when signed by the authorized representatives, constitutes a legally binding commitment from both DocuPal Demo, LLC, and Acme, Inc., to fulfill their respective obligations as outlined herein. The effective date will be the date of the last signature.

