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Introduction and Definitions

Introduction

This NFT Minting Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210, United States ("Creator"), and Acme, Inc, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Buyer"). This Agreement sets forth the terms and conditions under which Creator will mint and Buyer will purchase a certain Non-Fungible Token (NFT).

Definitions

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

- **NFT:** A Non-Fungible Token, which is a unique digital asset representing ownership or proof of authenticity, recorded on a blockchain.
- **Minting:** The process of creating a new NFT on a blockchain, making it unique and tradable.
- **Creator:** Docupal Demo, LLC, the party responsible for minting the NFT.
- **Buyer:** Acme, Inc, the party purchasing the NFT from the Creator.
- **Blockchain:** The distributed ledger technology used to record and verify NFT transactions; the specific blockchain used for this NFT will be detailed in Exhibit A.
- **Intellectual Property:** Any and all tangible and intangible, intellectual, industrial and artistic property, including without limitation, inventions, trademarks, service marks, trade names, domain names, logos, designs, copyrights, software, moral rights, trade secrets, know-how, publicity rights and all applications, registrations, renewals and extensions.
- **Metadata:** Data providing information about one or more aspects of the NFT; it summarizes basic information about data, which can make finding and working with particular instances of data easier.

Rights and Ownership

Upon minting of the NFT, ACME-1 will receive full ownership of the NFT. This ownership includes the right to display the NFT and the right to sell or transfer the NFT to others.

Creator Rights

Docupal Demo, LLC retains specific rights related to the underlying work associated with the NFT. Docupal Demo, LLC maintains the copyright to the underlying work. Docupal Demo, LLC also retains the right to display the NFT in its own portfolio for promotional purposes.

Buyer Rights and License

ACME-1 is granted a non-exclusive license to use the NFT for personal, non-commercial purposes. This license allows ACME-1 to display the NFT in a personal collection or digital space. This license does not grant ACME-1 the right to use the NFT for commercial purposes, such as in advertising or merchandising, without explicit written permission from Docupal Demo, LLC. Any commercial use of the NFT by ACME-1 requires a separate agreement with Docupal Demo, LLC. The rights granted to ACME-1 are limited to the NFT itself and do not extend to the underlying intellectual property, which remains the sole property of Docupal Demo, LLC.

Minting Process and Delivery

Docupal Demo, LLC ("Creator") will mint the NFT on the Ethereum blockchain. The NFT will adhere to the ERC-721 standard.

Metadata Standards

The NFT's metadata will include, at minimum, the title, a detailed description, and creator information. Additional metadata may be included as agreed upon by both parties.

Minting Timeline

The Creator will complete the minting process within seven (7) days of the effective date of this Agreement.

Delivery

Upon completion of minting, the Creator will immediately transfer the NFT to ACME-1 ("Buyer"). The transfer will be executed via a mutually agreed-upon method, ensuring secure and verifiable delivery of the NFT to the Buyer's designated wallet address. The Creator will provide transaction confirmation to the Buyer as proof of delivery.

Responsibilities

Creator (Docupal Demo, LLC):

- Responsible for the technical execution of the minting process.
- Ensuring adherence to the ERC-721 standard.
- Accurately inputting the agreed-upon metadata.
- Securely transferring the NFT to the Buyer upon minting.

Buyer (ACME-1):

- Providing a valid Ethereum wallet address for NFT delivery.
- Confirming receipt of the NFT upon transfer.

Royalties and Payment Terms

DocuPal Demo, LLC will pay royalties to ACME-1 on secondary sales of the NFT. The royalty rate is 5% of each secondary sale price. There are no caps or minimums applied to these royalty payments.

Payment Disbursement

Payments will be disbursed to ACME-1 via wire transfer. DocuPal Demo, LLC will make these payments within 30 days of each sale.

Royalty Flow Illustration

The area chart below illustrates the potential royalty flow from secondary sales to ACME-1:

Representations and Warranties

Creator's Representations and Warranties

DocuPal Demo, LLC warrants that it has the full power and authority to enter into this NFT Minting Agreement. DocuPal Demo, LLC guarantees that the digital content associated with the NFT is original. It also guarantees that minting and selling the NFT does not infringe upon any third-party intellectual property rights. DocuPal Demo, LLC possesses all necessary rights and permissions to mint and sell the NFT.

Buyer's Representations and Warranties

ACME-1 warrants that it has the full power and authority to enter into this NFT Minting Agreement. ACME-1 guarantees that it will use the NFT lawfully. ACME-1's use of the NFT will comply with all applicable laws and regulations.

Indemnification and Liability

Indemnification by Docupal Demo, LLC

Docupal Demo, LLC will indemnify, defend, and hold harmless ACME-1 from and against any losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any claim that the NFT infringes any third party's intellectual property rights.

Indemnification by ACME-1

ACME-1 will indemnify, defend, and hold harmless Docupal Demo, LLC from and against any losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any claim related to ACME-1's misuse of the NFT. This

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includes, but is not limited to, unauthorized commercial exploitation or modification of the NFT.

Limitation of Liability

The total liability of either party under this agreement will not exceed the purchase price of the NFT. This limitation applies to all claims, regardless of the form of action, whether in contract, tort, or otherwise. Neither party will be liable for any indirect, incidental, special, consequential, or punitive damages.

Dispute Resolution

Any dispute related to intellectual property infringement will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration will take place in California, unless otherwise agreed by both parties.

Term, Termination and Effects

This Agreement will begin on August 9, 2025, and continue until terminated as described below.

Termination

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 of receiving written notice. DocuPal Demo, LLC may terminate this Agreement immediately if ACME-1 infringes upon its intellectual property rights.

Effects of Termination

Upon termination, ACME-1 will retain ownership of the NFT. This ownership is subject to DocuPal Demo, LLC's pre-existing rights. The confidentiality obligations of both parties, as well as the provisions relating to intellectual property, will survive any termination of this Agreement.

Dispute Resolution and Governing Law

Dispute Resolution

Any dispute arising from or relating to this NFT Minting Agreement will be resolved through binding arbitration. The arbitration shall take place in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both Docupal Demo, LLC and ACME-1. Each party will bear its own costs associated with the arbitration. The location of the arbitration will be [City, State].

Governing Law

This NFT Minting Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles. Both Docupal Demo, LLC and ACME-1 agree to submit to the exclusive jurisdiction of the courts located in Delaware for any legal action or proceeding relating to this agreement that is not subject to arbitration.

Miscellaneous Provisions

Entire Agreement

This NFT Minting Agreement represents the complete understanding between Docupal Demo, LLC and ACME-1. It supersedes all prior discussions and agreements related to the NFT minting.

Amendments

Any changes to this agreement must be in writing. Both parties must sign any amendment for it to be valid.

Notices

All notices related to this agreement must be delivered by email and certified mail to the addresses listed in this agreement.

Force Majeure

Neither party is liable for delays or failures to perform due to unforeseen events beyond their control. This includes acts of God, war, or government regulations.

Severability

If any part of this agreement is deemed unenforceable, the remaining provisions will still be in effect. The parties will negotiate in good faith to replace the invalid provision with a valid one that reflects the original intent.