

# Table of Contents

<b>Introduction and Purpose</b>	<b>3</b>
In-Game Advertising Overview	3
<b>Definitions and Interpretations</b>	<b>3</b>
General Terms	3
Advertising Specific Terms	4
Interpretation	4
<b>Scope of Advertising Services</b>	<b>4</b>
Types of Advertisements	5
Game and Platform Specifications	5
Ad Placement and Integration	5
<b>Advertising Content and Approval</b>	<b>5</b>
Content Creation and Submission	5
Approval Workflow and Timeline	6
Content Restrictions	6
<b>Financial Terms and Payment</b>	<b>6</b>
Payment Model	6
Invoicing and Payment Schedule	6
Late Payment	7
Sample Payment Milestones	7
<b>Intellectual Property Rights</b>	<b>7</b>
Ownership of Advertising Assets	7
License Grants	7
Third-Party Intellectual Property	8
Usage Rights	8
<b>Performance Metrics and Reporting</b>	<b>8</b>
Measurement Criteria	8
Reporting Frequency	9
Data Sharing Protocols	9
<b>Confidentiality and Data Protection</b>	<b>9</b>
Confidential Information	9
Data Protection	10
<b>Warranties and Representations</b>	<b>10</b>
General Warranties	10



Intellectual Property .....	10
Compliance with Laws .....	10
<b>Indemnification and Liability .....</b>	<b>10</b>
Indemnification .....	10
Limitation of Liability .....	11
Dispute Resolution for Liability .....	11
<b>Term, Termination, and Renewal .....</b>	<b>11</b>
Term .....	11
Termination .....	12
Renewal .....	12
<b>Dispute Resolution .....</b>	<b>12</b>
Mediation .....	12
Arbitration .....	12
<b>Miscellaneous Provisions .....</b>	<b>13</b>
Force Majeure .....	13
Notices .....	13
Assignment .....	13
Entire Agreement .....	13
<b>Signatures and Execution .....</b>	<b>14</b>
Signatures .....	14
Witness .....	14
<b>About Us (Reusable Block) .....</b>	<b>14</b>
About DocuPal Demo, LLC .....	14
Our Expertise .....	15
Our Commitment .....	15
About ACME-1 .....	15



# Introduction and Purpose

This In-game Advertising 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 Demo"), and Acme, Inc, a business organized under the laws of the United States, with its address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

This Agreement sets forth the terms and conditions under which Docupal Demo will provide in-game advertising services to ACME-1.

## In-Game Advertising Overview

For the purposes of this Agreement, "in-game advertising" encompasses the placement of ACME-1's advertisements within various video games. This includes, but is not limited to, the integration of digital banners, branded virtual items, and interactive advertisements within the game environments. The goal is to promote ACME-1's brand and products to the gaming audience through engaging and non-intrusive advertising methods.

## Definitions and Interpretations

For the purposes of this In-game Advertising Agreement, the following terms shall have the meanings ascribed to them below:

### General Terms

- **Agreement:** Refers to this In-game Advertising Agreement, including all appendices and schedules.
- **DocuPal Demo, LLC:** Refers to DocuPal Demo, LLC, a company located at 23 Main St, Anytown, CA 90210, USA.
- **ACME-1:** Refers to Acme, Inc, a company located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.
- **Parties:** Refers collectively to DocuPal Demo, LLC and ACME-1.
- **Effective Date:** Means the date this Agreement is fully executed by both Parties.



- **Term:** The period during which this Agreement is in effect, as defined in the Term and Termination section.
- **Base Currency:** United States Dollar (USD).

## Advertising Specific Terms

- **Advertising Assets:** All visual and audio elements provided by ACME-1 for use in the in-game advertising campaign, including but not limited to logos, images, trademarks, and audio files.
- **Games:** The specific games in which the Advertising Assets will be displayed, as detailed in **Appendix A**.
- **Platforms:** The platforms on which the Games are available, such as mobile (iOS and Android), PC, or console.
- **In-game Advertising Campaign:** The specific advertising campaign to be run within the Games, as detailed in **Appendix B**.
- **Click-Through Rate (CTR):** The ratio of users who click on a specific link to the number of total users who view a page, email, or advertisement.
- **Engagement Metrics:** Measurable statistics related to user interaction with the Advertising Assets, including but not limited to clicks, views, and time spent.
- **Interactive Ad Units:** Advertising units that allow users to actively engage with the advertisement.

## Interpretation

- The headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement.
- Words importing the singular include the plural and vice versa.
- References to any statute or statutory provision shall be construed as references to that statute or statutory provision as amended, re-enacted, or extended at the relevant time.

## Scope of Advertising Services

DocuPal Demo, LLC will provide in-game advertising services to ACME-1 as detailed in this agreement. The advertising campaign will run from January 1, 2024, to December 31, 2024, targeting the North American market.



## Types of Advertisements

The advertising services include the placement of various in-game advertisements. These include:

- Banners
- Branded Items
- Interactive Ads

## Game and Platform Specifications

Appendix A provides a comprehensive list of the specific games and platforms included in this advertising agreement. DocuPal Demo, LLC will only place advertisements within the games and on the platforms listed in Appendix A.

## Ad Placement and Integration

DocuPal Demo, LLC will manage the integration of the approved advertising assets into the specified games. The placement of the advertisements will be implemented to maximize visibility and engagement, while also ensuring minimal disruption to the user experience. All ad placements will adhere to the content guidelines outlined in Appendix B.

# Advertising Content and Approval

This section defines the process for advertising content creation, submission, and approval. It also outlines content restrictions. ACME-1 is responsible for ensuring all ad creatives adhere to the guidelines in Appendix B: Advertising Content Guidelines.

## Content Creation and Submission

DocuPal Demo, LLC will create advertising content based on ACME-1's specifications and brand guidelines. All ad creatives will be submitted to ACME-1's marketing team for review.



## Approval Workflow and Timeline

ACME-1's marketing team must approve all ad creatives within five (5) business days of submission by DocuPal Demo, LLC. Failure to provide approval within this timeframe may result in delays in campaign launch or revisions to the advertising schedule. ACME-1 will communicate all feedback and required changes clearly and promptly to DocuPal Demo, LLC.

## Content Restrictions

All advertising content must comply with Appendix B: Advertising Content Guidelines and all applicable laws and regulations. Prohibited content includes, but is not limited to:

- Sexually suggestive material
- Discriminatory content
- Content promoting illegal activities

## Financial Terms and Payment

The financial terms outlined in this section detail the compensation structure and payment process between DocuPal Demo, LLC ("DocuPal") and ACME-1 ("Advertiser") for in-game advertising services.

### Payment Model

The payment model for the in-game advertising campaign will be cost-per-impression (CPM). The specific CPM rate will be detailed in **Appendix A**, which outlines the agreed-upon pricing for each game and advertising placement.

### Invoicing and Payment Schedule

DocuPal will issue invoices to ACME-1 on a monthly basis. Each invoice will include a detailed report of impressions delivered during the billing cycle. ACME-1 will remit payment via electronic funds transfer (EFT) within thirty (30) days of receipt of the invoice. DocuPal's banking information for EFT payments is as follows:

- **Bank Name:** [Insert Bank Name]
- **Account Number:** [Insert Account Number]





- **Routing Number:** [Insert Routing Number]

## Late Payment

Payments not received within thirty (30) days of the invoice date will be subject to a late payment penalty. The penalty will accrue at a rate of one and one-half percent (1.5%) per month on the outstanding balance, beginning on the thirty-first (31st) day following the invoice date.

## Sample Payment Milestones

The chart below illustrates a sample payment schedule based on estimated monthly impressions.

# Intellectual Property Rights

## Ownership of Advertising Assets

ACME-1 retains full ownership of all advertising assets created for use under this In-game Advertising Agreement. This includes, but is not limited to, all graphics, text, logos, trademarks, and other intellectual property incorporated within the advertising materials. DocuPal Demo, LLC acknowledges ACME-1's ownership and agrees not to contest or infringe upon these rights.

## License Grants

ACME-1 grants to DocuPal Demo, LLC a non-exclusive, non-transferable license to use the advertising assets solely for the purpose of providing the in-game advertising services as described in this Agreement. DocuPal Demo, LLC's use of the advertising assets is strictly limited to the games and platforms specified within this Agreement and must adhere to the content guidelines outlined in Appendix B.

DocuPal Demo, LLC grants to ACME-1 a non-exclusive, non-transferable license to use anonymized performance data generated from the in-game advertising campaigns. ACME-1 may use this data for internal reporting, analysis, and improvement of future campaigns. This license does not grant ACME-1 any rights to personally identifiable information of individual players.



## Third-Party Intellectual Property

ACME-1 is solely responsible for securing all necessary rights and licenses for any third-party intellectual property included in the advertising assets. This includes, but is not limited to, copyrights, trademarks, and rights of publicity. ACME-1 warrants that it has obtained all required permissions and that the use of such third-party intellectual property does not infringe upon the rights of any third party. DocuPal Demo, LLC assumes no responsibility for verifying ACME-1's compliance with these requirements.

## Usage Rights

DocuPal Demo, LLC will only use the advertising assets in accordance with the terms and conditions of this Agreement. Any unauthorized use of the advertising assets is strictly prohibited. Upon termination of this Agreement, DocuPal Demo, LLC will immediately cease all use of the advertising assets and will promptly return or destroy all copies of the advertising assets in its possession.

## Performance Metrics and Reporting

DocuPal Demo, LLC will track the performance of ACME-1's in-game advertising campaigns using specific Key Performance Indicators (KPIs). These KPIs include impressions, click-through rates (CTR), and conversion rates. We will use in-game analytics dashboards and third-party ad tracking software to gather data.

## Measurement Criteria

- **Impressions:** The number of times the advertisement is displayed within the game environment.
- **Click-Through Rate (CTR):** The percentage of impressions that result in a click on the advertisement. This is calculated as  $(\text{Total Clicks} / \text{Total Impressions}) * 100$ .
- **Conversion Rate:** The percentage of clicks that result in a desired action, such as a purchase, registration, or download. This will be defined and agreed upon before the campaign launch, based on ACME-1's objectives. The formula is  $(\text{Total Conversions} / \text{Total Clicks}) * 100$ .





## Reporting Frequency

DocuPal Demo, LLC will provide ACME-1 with monthly performance reports. These reports will summarize the performance of the in-game advertising campaigns over the previous month. The reports will be delivered within five business days following the end of each month.

## Data Sharing Protocols

The monthly performance reports will be delivered electronically in PDF format. These reports will include detailed data on impressions, CTR, and conversion rates, as well as any other relevant metrics. DocuPal Demo, LLC is committed to transparency and will provide ACME-1 with access to raw data upon request, subject to confidentiality restrictions outlined in this agreement. Data will be shared securely, adhering to industry standard protocols.

# Confidentiality and Data Protection

## Confidential Information

Both DocuPal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes, but isn't limited to, campaign performance data, financial details of this agreement, and proprietary technology. Both parties will use the same care to protect the other's confidential information as they use to protect their own. They will only disclose confidential information to employees or contractors who need to know it, and who are bound by similar confidentiality obligations.

## Data Protection

Both DocuPal Demo, LLC and ACME-1 will comply with all applicable data protection laws. This includes the California Consumer Privacy Act (CCPA) and any other relevant data protection regulations. All data will be protected using industry-standard security measures. These measures include encryption and strict access controls. Each party is responsible for maintaining the security of any personal data they process under this agreement. They must also notify the other party promptly of any data breach.



# Warranties and Representations

## General Warranties

DocuPal Demo, LLC warrants that it will perform the in-game advertising services under this agreement in a professional and workmanlike manner.

## Intellectual Property

ACME-1 warrants that it possesses all necessary rights and licenses to use and authorize the use of the intellectual property contained within its advertising assets as contemplated by this agreement. ACME-1 ensures that the use of these advertising assets will not infringe upon the rights of any third party.

## Compliance with Laws

DocuPal Demo, LLC warrants that it will comply with all applicable laws, statutes, regulations, and ordinances related to the provision of in-game advertising services. This includes, but is not limited to, laws and regulations concerning advertising, data privacy, and consumer protection.

# Indemnification and Liability

## Indemnification

Each party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other party ("Indemnified Party"), its affiliates, and their respective 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:

- The Indemnifying Party's breach of this Agreement.
- The Indemnifying Party's negligence or willful misconduct.
- The Indemnifying Party's violation of any applicable law or regulation.
- Infringement of any third-party intellectual property rights by the Indemnifying Party's advertising content, if ACME-1 is the Indemnifying Party.



## Limitation of Liability

DocuPal Demo, LLC's total cumulative liability to ACME-1 under this Agreement, from all causes of action and all theories of liability, will be limited to the total advertising fees paid by ACME-1 to DocuPal Demo, LLC under this Agreement. Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages (including, without limitation, damages for loss of profits, revenue, or use) 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.

## Dispute Resolution for Liability

Any disputes arising related to liability under this Agreement shall be first addressed through good faith negotiation between the parties. If negotiation fails to resolve the dispute within thirty (30) days, the parties agree to submit the dispute to non-binding mediation in accordance with the rules of the American Arbitration Association.

# Term, Termination, and Renewal

## Term

This agreement will start when it is fully executed and will continue for one year, unless it is terminated earlier as described in this section.

## Termination

This agreement may be terminated under the following conditions:

- **Breach:** Either party may terminate this agreement if the other party materially breaches any of its obligations, and fails to correct the breach within 30 days after receiving written notice of the breach.
- **Notice:** Either party may terminate this agreement by giving 30 days written notice to the other party.



## Renewal

This agreement may be renewed for additional one-year terms. Any renewal requires a written agreement between Docupal Demo, LLC and ACME-1. This written agreement must be made at least 30 days before the end of the current term.

## Dispute Resolution

The parties will try to resolve any dispute arising from this agreement through good-faith negotiation. This involves discussions between authorized representatives of Docupal Demo, LLC and ACME-1 to reach a mutually agreeable solution.

### Mediation

If negotiation fails to resolve the dispute within thirty (30) days, the parties agree to submit the matter to mediation. A mutually agreed-upon mediator will facilitate the process. Both parties will share the costs of mediation equally.

### Arbitration

If mediation is unsuccessful, any unresolved dispute will be settled by binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration is mandatory under this agreement. The arbitration will take place in the State of Delaware. The arbitrator's decision will be final and binding on both parties, and enforceable in any court of competent jurisdiction. Each party will bear its own legal fees and costs associated with the arbitration, except that the arbitrator may award reasonable attorneys' fees and costs to the prevailing party.

## Miscellaneous Provisions

### Force Majeure

Neither party will be liable for delays or failures to perform its obligations due to circumstances beyond its reasonable control. These circumstances include, but are not limited to, acts of God, war, and government regulations. The affected party



must promptly notify the other party of the force majeure event and make reasonable efforts to mitigate its effects.

## Notices

All notices related to this Agreement must be in writing. Notices can be delivered by email or certified mail to the addresses listed in this Agreement. Notices delivered by email will be deemed effective upon confirmation of receipt. Notices delivered by certified mail will be deemed effective five business days after mailing.

## Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Such consent shall not be unreasonably withheld. This restriction applies to any transfer of control of a party, whether by merger, acquisition, or otherwise.

## 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 its subject matter. No modification of or amendment to this Agreement will be effective unless in writing and signed by authorized representatives of both parties.

# Signatures and Execution

This In-game Advertising Agreement becomes effective on January 1, 2024, upon signature by both parties.

## Signatures

**DocuPal Demo, LLC**

By:

Name: Title: CEO Date: 2025-08-09



Acme, Inc (ACME-1)

By:

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Name: Title: CEO Date: 2025-08-09

## Witness

The signatures of both parties must be witnessed by an independent third party.

Witness for DocuPal Demo, LLC

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Name: Date: 2025-08-09

Witness for Acme, Inc (ACME-1)

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Name: Date: 2025-08-09

## About Us (Reusable Block)

### About DocuPal Demo, LLC

DocuPal Demo, LLC, a United States company located at 23 Main St, Anytown, CA 90210, is a provider of in-game advertising solutions. Our base currency is USD. We specialize in connecting businesses with gamers through engaging and non-intrusive advertising experiences.

### Our Expertise

With years of experience in the gaming and advertising industries, DocuPal Demo, LLC understands the unique dynamics of in-game marketing. We help brands like ACME-1 reach target audiences within immersive gaming environments. We are adept at integrating advertising assets seamlessly into various games and platforms.





## Our Commitment

Our commitment is to deliver effective campaigns that drive results while respecting the gaming experience. We achieve this through innovative ad formats, strategic game selection, and adherence to strict content guidelines. Our team collaborates closely with game developers and advertisers to ensure alignment and maximize campaign impact.

## About ACME-1

ACME-1, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, is a business entity based in the United States. ACME-1 seeks to leverage in-game advertising to broaden its reach and engage with a diverse gaming audience through this agreement.

