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Definitions

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

Key Terms

- **Influencer:** Refers to the individual or entity providing marketing services under this Agreement.
- **Brand:** Refers to DocuPal Demo, LLC, the company whose products or services are being promoted.
- **Content:** Includes all forms of media, such as posts, stories, videos, images, and any other materials created by the Influencer as part of the Marketing Campaign.
- **Campaign:** Refers to the specific Marketing Campaign detailed in **Exhibit A**. This exhibit outlines the scope, objectives, and specific activities planned for the promotional period.
- **Social Media Platforms:** Encompasses all online platforms where the Content will be published, including but not limited to Instagram, Facebook, X, TikTok, YouTube, and personal blogs.
- **Confidential Information:** Includes any non-public information disclosed by the Brand to the Influencer, including but not limited to business strategies, financial data, customer lists, and proprietary information.

Scope of Services

The Influencer will provide marketing services to DocuPal Demo, LLC, as detailed below. These services aim to promote the Brand's product through content creation and engagement on social media platforms.

Content Creation and Deliverables

The Influencer is responsible for creating the following content:

- Three (3) Instagram posts
- Two (2) Instagram stories
- One (1) TikTok video



Specific content requirements and creative direction are outlined in **Exhibit A**. The Influencer will ensure all content aligns with the Brand's image and marketing goals.

Social Media Platforms

The Influencer will publish the content on the following social media platforms:

- Instagram
- TikTok

The Influencer is responsible for managing their accounts and ensuring content is posted according to the agreed-upon schedule.

Posting Schedule and Frequency

The posting schedule, including specific dates and times for each piece of content, is detailed in **Exhibit A**. The Influencer will maintain a posting frequency of at least one (1) post per week for a duration of three (3) weeks. The Influencer will adhere to all deadlines outlined in **Exhibit A** for the timely delivery of content.

Content Approval

All content must be submitted to DocuPal Demo, LLC for review and approval before publishing. DocuPal Demo, LLC will provide feedback within [Number] business days. The Influencer will make necessary revisions based on the feedback provided to ensure the content meets the brand's standards and guidelines.

Performance Tracking

The Influencer will provide performance metrics for all content, including but not limited to:

- Impressions
- Reach
- Engagement (likes, comments, shares, views)
- Website clicks (if applicable)



These metrics will be reported to DocuPal Demo, LLC on a [Weekly/Bi-weekly/Monthly] basis or as otherwise specified. This data will help assess the effectiveness of the campaign and inform future strategies.

Payment Terms

DocuPal Demo, LLC will compensate Influencer with a flat fee of \$5,000 USD per completed campaign. See Exhibit B for detailed campaign specifications.

Bonus and Penalties

Influencer can earn a bonus of \$500 USD if a campaign achieves 100,000 impressions. However, a penalty of \$250 USD will be deducted from the campaign fee for each missed deadline.

Invoicing and Payment Schedule

Influencer must submit invoices to DocuPal Demo, LLC within 7 days of a campaign's completion. DocuPal Demo, LLC will then remit payment within 30 days of receiving the invoice.

Payment Summary

The following chart illustrates the payment milestones and amounts:

Intellectual Property Rights

DocuPal Demo, LLC retains all intellectual property rights related to the content created under this Influencer Agreement. This includes, but is not limited to, copyrights, trademarks, and any other proprietary rights.

Ownership of Content

DocuPal Demo, LLC is the sole owner of all content produced as part of this collaboration. This encompasses photos, videos, text, graphics, and any other materials developed for the marketing campaign.

Usage Rights

DocuPal Demo, LLC has the right to reuse the Influencer's content for marketing purposes. This includes using the content on our website, social media channels, and in advertising materials. When reusing the Influencer's content, DocuPal Demo, LLC will provide appropriate attribution to the Influencer. The Influencer grants DocuPal Demo, LLC a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such content. This license survives the termination of this Agreement. DocuPal Demo, LLC is permitted to utilize the content across various platforms and media formats, both now known or developed in the future, for the duration of the intellectual property protection.

Confidentiality

Both parties acknowledge that during the term of this Agreement, they may have access to confidential information belonging to the other party. This information includes, but is not limited to, non-public financial details, business strategies, and customer data.

Obligations

Each party agrees to protect the confidentiality of the other party'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 Agreement. Disclosure to third parties is prohibited unless required by law. If legally compelled to disclose, the party will provide prompt notice to the other party to allow them to seek a protective order or other appropriate remedy.

Non-Disclosure

The obligations of confidentiality under this Agreement will continue for a period of five (5) years following the termination of this Agreement. This means that even after our collaboration ends, the commitment to protect sensitive information remains in effect.



Representations and Warranties

Influencer Representations and Warranties

The Influencer represents and warrants the following:

- They have the full right, power, and authority to enter into this Agreement and to perform their obligations.
- The execution and delivery of this Agreement and the performance of their obligations will not violate any other agreement.
- All content created by the Influencer will be original and authentic, reflecting their genuine opinion and experience with the product or service.
- The content will not infringe upon or violate the rights of any third party, including copyright, trademark, privacy, or publicity rights.
- They will comply with all applicable laws and regulations, including the Federal Trade Commission (FTC) guidelines on endorsements and testimonials, ensuring that all disclosures are clear and conspicuous.
- They possess the necessary expertise and skills to perform the services.

DocuPal Demo, LLC Representations and Warranties

DocuPal Demo, LLC represents and warrants the following:

- It is a duly organized and validly existing limited liability company in good standing under the laws of the United States.
- It has the full right, power, and authority to enter into this Agreement and to perform its obligations.
- The execution and delivery of this Agreement and the performance of its obligations will not violate any other agreement.
- It will comply with all applicable laws and regulations related to this Agreement.



Indemnification

Influencer Indemnification

The Influencer 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:

- Any breach of this Agreement by the Influencer.
- Any violation of any law, regulation, or third-party right by the Influencer.

DocuPal Demo, LLC Indemnification

DocuPal Demo, LLC will indemnify, defend, and hold harmless the Influencer from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to defects in DocuPal Demo, LLC's products. This indemnification extends to damages caused by the negligence of DocuPal Demo, LLC.

Notification

The party seeking indemnification must promptly notify the other party of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any such claim, with counsel of its choosing. The indemnified party will cooperate fully with the indemnifying party in the defense of such claim.

Term and Termination

Term

This Agreement will start on the Effective Date and continue for three (3) months (the "Term").



Termination

Termination for Cause

DocuPal Demo, LLC may terminate this Agreement if the Influencer materially breaches it. A material breach includes, but is not limited to, failing to deliver content as agreed or violating brand guidelines. The Influencer may terminate this Agreement if DocuPal Demo, LLC materially breaches it, including failure to make payments as scheduled. Bankruptcy of either party also allows for immediate termination. Failure to meet the defined campaign goals may also lead to termination.

Termination for Convenience

Either party can terminate this Agreement with thirty (30) days written notice.

Dispute Resolution

We aim to resolve any disagreements quickly and amicably.

Mediation

First, if a dispute arises, both DocuPal Demo, LLC and you (the Influencer) agree to try to resolve it through mediation. We will select a mutually acceptable mediator. The mediation will occur in Anytown, CA, unless we both agree to a different location.

Arbitration

If mediation does not resolve the dispute, we both agree to submit the matter to binding arbitration. The arbitration will follow the rules of the American Arbitration Association. The arbitrator's decision will be final and legally binding. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.



Governing Law and Jurisdiction

The laws of the State of Delaware will govern this Agreement and any disputes arising from it. The exclusive jurisdiction and venue for any legal action regarding this Agreement will be in the state or federal courts located in Delaware.

Miscellaneous Provisions

Amendments

This Agreement may only be amended or modified by a written instrument signed by both DocuPal Demo, LLC and the Influencer. Any verbal agreements or promises shall not be binding unless formalized in writing and executed by both parties.

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempt to assign these rights or obligations without such consent will be void.

Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and the Influencer, superseding all prior agreements, understandings, and discussions, whether oral or written. It contains all the covenants, stipulations, and provisions agreed upon by the parties for this engagement.

Signatures

Agreement

This Influencer Agreement becomes effective once both parties sign it.

By signing below, DocuPal Demo, LLC and the Influencer agree to all the terms and conditions outlined in this agreement.

DocuPal Demo, LLC

Signature:	
Name:	John Doe
Title:	CEO
Date:	

Influencer

Signature:	
Name:	
Date:	

