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Definitions

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

Key Terms

- **Product:** "Product" means the goods manufactured, supplied, or distributed by DocuPal Demo, LLC, as described in **Exhibit A**.
- **Territory:** "Territory" means the geographic area within the United States specifically, where ACME-1 is authorized to distribute the Products, as detailed in **Exhibit B**.
- **Confidential Information:** "Confidential Information" includes any data or information that is proprietary to DocuPal Demo, LLC and not generally known to the public, whether in tangible or intangible form, including, but not limited to, business plans, financial information, customer lists, and product designs.

Appointment and Territory

DocuPal Demo, LLC, a company established in the United States, appoints ACME-1 as a distributor of its products. This appointment is effective as of the date of this agreement.

Territory

The territory granted to ACME-1 under this Distributor Agreement is the United States. ACME-1 is authorized to market and sell the products within this defined geographic area.

Nature of Appointment

This appointment is non-exclusive. DocuPal Demo, LLC retains the right to appoint other distributors within the United States. They may also sell directly to customers in the territory.



Restrictions

ACME-1 shall not sell products to known competitors of DocuPal Demo, LLC without obtaining prior written consent. DocuPal Demo, LLC must approve any exceptions to this restriction in writing.

Distributor Obligations

ACME-1 will perform specific duties to effectively distribute Docupal Demo, LLC's products. These obligations are essential for the success of this distributorship.

Sales and Marketing

ACME-1 must actively promote and diligently sell the products within the designated territory. This includes creating and implementing effective marketing strategies. ACME-1 will also participate in trade shows and other promotional activities. ACME-1 will use its best efforts to expand the market for the products.

Inventory Management

ACME-1 shall maintain an adequate inventory level of the products. This ensures timely fulfillment of customer orders. ACME-1 is responsible for managing its inventory efficiently. This includes proper storage and handling of the products.

Customer Support

ACME-1 will provide comprehensive customer support for the products. This includes addressing customer inquiries and resolving any issues. ACME-1 will also handle warranty claims and provide technical assistance. Customer satisfaction ratings must remain above 90%.

Performance Metrics

ACME-1 must meet a minimum annual sales quota of \$500,000. Performance will be evaluated based on sales figures and customer satisfaction. Failure to meet these metrics may result in termination of this agreement.



Reporting

ACME-1 will submit monthly sales reports to Docupal Demo, LLC. These reports will detail sales volume, customer demographics, and market trends. ACME-1 will also provide quarterly market analysis reports. These reports should include competitive activities and emerging opportunities. The reports are due no later than 15 days after the end of each month and quarter respectively.

Supplier Obligations

DocuPal Demo, LLC will supply the products to ACME-1 as outlined in this agreement. We ensure all products meet our quality control standards. Regular audits may be conducted to maintain these standards.

Product Supply and Quality

DocuPal Demo, LLC will use its best efforts to maintain an adequate supply of the products to fulfill ACME-1's orders, subject to availability of materials and components and other conditions beyond DocuPal Demo, LLC's reasonable control. DocuPal Demo, LLC guarantees that all products delivered to ACME-1 will be free from defects in material and workmanship. If any product does not meet this warranty, DocuPal Demo, LLC will, at its option, repair or replace the defective product.

Support and Training

DocuPal Demo, LLC will provide ACME-1 with technical support relating to the products. Initial product training will be provided to ACME-1's personnel. DocuPal Demo, LLC will make available marketing materials, including brochures, datasheets, and other promotional items. We will update these materials periodically and provide them to ACME-1 in a timely manner.

DocuPal Demo, LLC is committed to supporting ACME-1 in effectively marketing and distributing the products within the territory. This includes answering technical questions, providing product demonstrations where appropriate, and facilitating communication between ACME-1 and DocuPal Demo, LLC's technical teams.



Pricing and Payment Terms

Pricing

DocuPal Demo, LLC will establish the initial prices for the products. These prices are subject to change. DocuPal Demo, LLC may adjust prices annually. We will provide ACME-1 with written notice of any price changes at least 60 days before they take effect.

Payment Terms

ACME-1 shall make all payments to DocuPal Demo, LLC within thirty (30) days from the date of the invoice (Net 30). Payments can be made via wire transfer or check to DocuPal Demo, LLC at the address specified on the invoice. All payments must be in United States Dollars (USD).

Late Payment

Any overdue amounts will accrue interest at a rate of 1.5% per month, or the highest rate permitted by applicable law, whichever is lower, until paid in full.

Intellectual Property Rights

DocuPal Demo, LLC retains all ownership of its intellectual property. This includes all trademarks, copyrights, patents, trade secrets, and other proprietary rights related to the Products.

Permitted Use of Intellectual Property

ACME-1 is authorized to use DocuPal Demo, LLC's intellectual property solely for the purpose of marketing and selling the Products within the Territory. All usage must adhere strictly to DocuPal Demo, LLC's established brand guidelines, which may be updated from time to time.

Restrictions on Use

ACME-1 is expressly prohibited from:



- Modifying or creating derivative works based on DocuPal Demo, LLC's intellectual property.
- Reverse engineering, disassembling, or decompiling the Products or any related technology.
- Using DocuPal Demo, LLC's intellectual property in any manner that could damage its reputation or goodwill.

Upon termination of this Agreement, ACME-1's right to use DocuPal Demo, LLC's intellectual property shall immediately cease, and ACME-1 shall discontinue all use of the intellectual property.

Confidentiality

Each party acknowledges that they may receive confidential information from the other party. This includes, but is not limited to, customer lists, pricing information, and product development plans. Both parties agree to protect this information.

Obligations

Both DocuPal Demo, LLC and ACME-1 shall keep all confidential information secret. They will not disclose it to any third party. They will only use the confidential information to perform their duties under this agreement.

Exceptions

The obligations of confidentiality do not apply to information that:

- Is already in the public domain.
- Is received from a third party without any restriction on disclosure.

Term

The obligations of confidentiality outlined in this section will continue for 5 years after the termination of this agreement.



Term and Termination

Initial Term and Renewal

This Agreement will begin on 2025-07-30 and continue for an initial term of one year. After the initial term, this Agreement will automatically renew for additional one-year terms. Either party can prevent renewal by giving written notice to the other party at least 90 days before the end of the current term.

Termination for Cause

Docupal Demo, LLC may terminate this Agreement if ACME-1 fails to meet the agreed-upon sales quota. Either party may terminate this Agreement with written notice if the other party breaches its confidentiality obligations under this Agreement. This Agreement will terminate immediately if either party becomes insolvent.

Termination Without Cause

Either party may terminate this Agreement without cause by providing 60 days written notice to the other party.

Effects of Termination

Upon termination of this Agreement for any reason, ACME-1 will immediately cease all distribution and marketing of Docupal Demo, LLC products. ACME-1 will return all confidential information and intellectual property of Docupal Demo, LLC. Both parties will settle all outstanding financial obligations within 30 days of the termination date. The provisions regarding confidentiality, intellectual property, indemnification, and limitations of liability will survive termination of this Agreement.



Indemnification and Liability

Indemnification

ACME-1 will indemnify, defend, and hold harmless DocuPal Demo, LLC, 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 ACME-1's marketing, advertising, or sales activities related to the Products.

DocuPal Demo, LLC will indemnify, defend, and hold harmless ACME-1, 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 defects in the Products.

Limitation of Liability

DocuPal Demo, LLC will not be liable to ACME-1 for any indirect, incidental, special, consequential, or punitive damages (including, without limitation, lost profits, lost revenue, or loss of business opportunity) arising out of or relating to this Agreement, even if DocuPal Demo, LLC has been advised of the possibility of such damages.

DocuPal Demo, LLC's total and cumulative liability to ACME-1 for any and all claims, losses, damages, or liabilities arising out of or relating to this Agreement will not exceed the total amount paid by ACME-1 to DocuPal Demo, LLC under this Agreement during the twelve (12) month period immediately preceding the date on which the claim arose. The parties agree that these limitations are a material part of the agreement and were bargained for.

Responsibility for Damages

Each party is responsible for its own acts and omissions and those of its employees and agents. Neither party will be liable for the acts or omissions of the other party, except as expressly provided in this Agreement. Damages are limited to direct damages only. Consequential damages are explicitly excluded.



Dispute Resolution

The parties will try to resolve any dispute arising from or relating to this Agreement through good faith negotiations.

Escalation

If informal efforts fail, either party may request that senior management from both DocuPal Demo, LLC and ACME-1 review the dispute and attempt to reach a resolution.

Mediation

If senior management cannot resolve the matter within thirty (30) days of the initial request, the parties agree to submit the dispute to mediation. The mediation will occur in Delaware, unless otherwise agreed. The parties will share the costs of mediation equally.

Arbitration

If mediation is unsuccessful, any unresolved dispute will be settled by binding arbitration administered in accordance with the rules of the American Arbitration Association. The arbitration hearing will take place in Delaware. The arbitrator's decision will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This agreement to arbitrate is specifically enforceable under the prevailing arbitration law. Each party will bear its own attorneys' fees and costs associated with the arbitration.

Force Majeure

Neither party will be liable for any failure to perform its obligations under this Agreement when the failure results from, or is contributed to, by a Force Majeure Event.



Qualifying Events

A Force Majeure Event means any event beyond a party's reasonable control. This includes, but is not limited to:

- Natural disasters
- War
- Government regulations

Impact on Obligations

During a Force Majeure Event, the obligations of the affected party will be suspended to the extent made impossible or impractical by such event. The affected party will make reasonable efforts to mitigate the impact of the Force Majeure Event.

Notice Requirement

The affected party must provide written notice to the other party within ten (10) days of the occurrence of the Force Majeure Event. The notice must include a description of the event and its expected duration.

Governing Law and Jurisdiction

This Agreement shall 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 legal suit, action, or proceeding arising out of or relating to this Agreement or the breach thereof shall be instituted in the state or federal courts located in Wilmington, Delaware. Each party submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or *forum non conveniens*.



Notices

All notices regarding this Distributor Agreement must be in writing.

Delivery Methods

Notices are to be delivered either by certified mail or email.

Valid Addresses

DocuPal Demo, LLC

Notices for DocuPal Demo, LLC should be sent to:

123 Main Street, Anytown, USA

Acme, Inc

Notices for Acme, Inc should be sent to:

456 Oak Avenue, Anytown, USA

Either party may change their designated address by providing written notice to the other party, in accordance with these notice provisions.

Miscellaneous Provisions

Amendment

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

Assignment

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



Entire Agreement

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

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that achieves substantially the same economic effect.

Signatures

This Distributor Agreement is effective as of the date of the last signature below.

In Witness Whereof, the parties have executed this Agreement as of the date first written above.

DocuPal Demo, LLC

| | |
|---------|------------|
| Signed: | |
| Name: | John Smith |
| Title: | CEO |
| Date: | 2025-07-30 |

Acme, Inc

| | |
|---------|------------|
| Signed: | |
| Name: | Jane Doe |
| Title: | CEO |
| Date: | 2025-07-30 |

