

# Table of Contents

<b>Introduction and Purpose</b>	<b>3</b>
Introduction	3
Purpose of Agreement	3
<b>Definitions and Interpretation</b>	<b>3</b>
Definitions	3
Interpretation	4
<b>Assignment of Rights and Obligations</b>	<b>4</b>
Scope of Assignment	5
Process of Assignment	5
Consent	5
Disclaimer	5
<b>Consent and Approval Requirements</b>	<b>6</b>
Third-Party Consents	6
Governing Law and Jurisdiction	6
Internal Approvals	6
<b>Representations and Warranties</b>	<b>6</b>
Representations and Warranties by DocuPal Demo, LLC	6
Representations and Warranties by ACME-1	7
<b>Indemnification and Liability</b>	<b>7</b>
Indemnification by ACME-1	7
Indemnification by Docupal Demo, LLC	8
Limitation of Liability	8
<b>Notice of Assignment</b>	<b>8</b>
Notification Process	8
<b>Governing Law and Dispute Resolution</b>	<b>9</b>
Governing Law	9
Dispute Resolution	9
<b>Term and Termination</b>	<b>9</b>
Termination for Convenience	9
Termination for Cause	10
Effect of Termination	10
<b>Miscellaneous Provisions</b>	<b>10</b>
Governing Law	10



Notices .....	10
Entire Agreement; Amendments; Severability; Counterparts .....	10



# Introduction and Purpose

## Introduction

This Assignment Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a United States company with its principal place of business at 23 Main St, Anytown, CA 90210 ("Assignor"), and Acme, Inc, a business entity organized under the laws of the United States, with its address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Assignee").

## Purpose of Agreement

The purpose of this Agreement is to set forth the terms and conditions under which Assignor will assign certain rights, obligations, and interests to Assignee. This Agreement outlines the scope of the assignment, the consideration exchanged, and the responsibilities of both parties following the assignment. Both Assignor and Assignee desire to enter into this Agreement to clearly define their respective rights and obligations with respect to the subject matter of this assignment. This document serves to provide a comprehensive understanding of the agreement and to ensure that both parties are aware of their duties and responsibilities.

## Definitions and Interpretation

### Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth below:

- **Agreement** means this Assignment Agreement, including all schedules and exhibits attached hereto.
- **Assignor** means DocuPal Demo, LLC, a company incorporated in the United States, with its address at 23 Main St, Anytown, CA 90210, and its successors and permitted assigns.
- **Assignee** means Acme, Inc, a business incorporated in the United States, with its address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, and its successors and permitted assigns. ACME-1 is a short name used for this entity.



- **Effective Date** means the date this Agreement is executed by both parties. (2025-08-09)
- **USD** refers to the lawful currency of the United States.

## Interpretation

In this Agreement, unless the context otherwise requires:

- Words importing the singular include the plural and vice versa.
- Words importing a gender include every gender.
- The headings are for convenience only and do not affect the interpretation of this Agreement.
- Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- The words "include" and "including" are to be construed as meaning "including without limitation".
- Any reference to a "person" includes any individual, company, corporation, firm, partnership, joint venture, association, organization or other entity, whether or not having separate legal personality.
- All monetary amounts refer to United States Dollars.

## Assignment of Rights and Obligations

DocuPal Demo, LLC ("Assignor"), assigns to ACME-1 ("Assignee"), all of its rights, title, and interest in, to, and under the Agreement. This assignment includes all rights to claims, causes of action, and demands. It also encompasses rights to payments, performance, and other benefits arising from the Agreement.

ACME-1 accepts the assignment of the Agreement. ACME-1 assumes and agrees to perform all obligations, duties, and liabilities of DocuPal Demo, LLC under the Agreement. This includes all obligations arising on or after the Effective Date.

## Scope of Assignment

The scope of this assignment is comprehensive. It includes, but is not limited to:

- All present and future rights.
- All benefits and privileges.



- All claims and remedies.

This assignment relates to the complete performance of the Agreement.

## Process of Assignment

To effect this assignment, the following steps are undertaken:

1. **Execution:** Both DocuPal Demo, LLC and ACME-1 execute this Assignment Agreement.
2. **Notice:** DocuPal Demo, LLC provides written notice of this assignment to the other party to the Agreement.
3. **Delivery:** DocuPal Demo, LLC delivers to ACME-1 all documents and records relating to the Agreement.

## Consent

To the extent the Agreement requires consent to this assignment, this assignment is conditional. It is conditional upon obtaining the necessary consent. DocuPal Demo, LLC will use its best efforts to obtain such consent promptly. ACME-1 will cooperate fully with DocuPal Demo, LLC in obtaining such consent. If consent is not obtained, this Assignment Agreement will become void. It will then have no effect.

## Disclaimer

DocuPal Demo, LLC makes no representations or warranties. This includes, but is not limited to, the validity, enforceability, or suitability of the Agreement. ACME-1 accepts the assignment "as is." It does so with all faults. ACME-1 relies on its own investigation regarding the Agreement.

## Consent and Approval Requirements

This assignment requires certain consents and approvals to be valid and effective. ACME-1 must obtain these consents before the assignment's closing date. Docupal Demo, LLC will cooperate reasonably with ACME-1 in securing these consents.



## Third-Party Consents

Some contracts or agreements may contain clauses that restrict assignment or require consent from the other party. ACME-1 is responsible for identifying any such restrictions and obtaining the necessary written consent from the relevant third parties. Failure to obtain these consents may render the assignment invalid or voidable.

## Governing Law and Jurisdiction

The governing law may require specific approvals or notifications to regulatory bodies. ACME-1 will ensure compliance with all applicable legal requirements. This includes obtaining any necessary approvals from governmental agencies or regulatory bodies.

## Internal Approvals

ACME-1 must secure its internal approvals for this assignment. This includes approval from its board of directors or any other relevant internal bodies as defined in ACME-1's organizational documents. Evidence of these internal approvals must be provided to Docupal Demo, LLC before the assignment is finalized.

# Representations and Warranties

## Representations and Warranties by DocuPal Demo, LLC

DocuPal Demo, LLC, as Assignor, represents and warrants to ACME-1, as Assignee, as of the effective date of this Agreement, that:

- It is a limited liability company duly organized, validly existing, and 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 hereunder.
- The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on its part.
- This Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with its terms.
- It owns the rights, title, and interest in and to the assigned assets, free and clear of any liens, encumbrances, or other restrictions.





- The execution and delivery of this agreement does not violate any existing agreement, law or regulation.

## Representations and Warranties by ACME-1

ACME-1, as Assignee, represents and warrants to DocuPal Demo, LLC as of the date of this Agreement, that:

- It is a corporation duly organized, validly existing, and 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 hereunder.
- The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on its part.
- This Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with its terms.
- The execution and delivery of this agreement does not violate any existing agreement, law or regulation.

## Indemnification and Liability

### Indemnification by ACME-1

ACME-1 agrees to indemnify, defend, and hold harmless Docupal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or relating to:

- ACME-1's breach of this Assignment Agreement.
- The performance of ACME-1's obligations after the assignment.
- Any negligent or wrongful act or omission of ACME-1.

### Indemnification by Docupal Demo, LLC

Docupal Demo, LLC agrees to indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or relating to:



- Docupal Demo, LLC's breach of this Assignment Agreement.
- The performance of Docupal Demo, LLC's obligations before the assignment.
- Any negligent or wrongful act or omission of Docupal Demo, LLC.

## Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Assignment Agreement. This limitation applies regardless of whether the claim is based on contract, tort, or any other legal theory. The total liability of either party shall not exceed USD 10,000.

## Notice of Assignment

DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210, is assigning certain rights and obligations to ACME-1, whose address is 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

## Notification Process

Following the execution of this Agreement, DocuPal Demo, LLC will provide formal written notice of this assignment to all relevant parties. This notification will occur within ten (10) business days of the Effective Date. The notice will include the names and contact information of both DocuPal Demo, LLC and ACME-1, a brief description of the assigned rights and obligations, and instructions for future communications related to the assigned subject matter. Notifications will be sent via certified mail and electronic mail to ensure documented receipt. ACME-1 will be responsible for confirming receipt of these notifications.

## Governing Law and Dispute Resolution

### Governing Law

This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.





## Dispute Resolution

Any dispute arising out of or relating to this Assignment Agreement shall be resolved through binding arbitration in Anytown, California. The arbitration shall be conducted under the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both DocuPal Demo, LLC and ACME-1. Each party shall bear its own costs and expenses, including legal fees, related to the arbitration. The parties agree that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This clause shall not preclude either party from seeking injunctive or other equitable relief in a court of competent jurisdiction to prevent irreparable harm.

## Term and Termination

This Agreement will become effective on August 9, 2025, and will continue until the completion of the assignment, unless terminated earlier as provided in this section.

### Termination for Convenience

DocuPal Demo, LLC may terminate this Agreement at any time by providing thirty (30) days written notice to ACME-1. ACME-1 may terminate this Agreement at any time by providing thirty (30) days written notice to DocuPal Demo, LLC.

### Termination for Cause

Either party may terminate this Agreement if the other party materially breaches any of its obligations under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the non-breaching party.

### Effect of Termination

Upon termination of this Agreement for any reason, all rights and obligations of the parties will cease, except for any obligations that expressly survive termination, such as confidentiality and indemnity obligations. DocuPal Demo, LLC will be entitled to receive payment for services performed and expenses incurred up to the date of termination.



# Miscellaneous Provisions

## Governing Law

This Agreement is governed by the laws of the State of California, without regard to its conflict of laws principles.

## Notices

All notices relating to this Agreement must be in writing. Notices are effective upon receipt. Notices shall be sent to the addresses listed above. For Docupal Demo, LLC: 23 Main St, Anytown, CA 90210. For ACME-1: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

## Entire Agreement; Amendments; Severability; Counterparts

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1. It supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter. Any amendment to this Agreement must be in writing and signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

