DOCUPAL
Docupal Demo, LLC

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Introduction

This Settlement Agreement (the "Agreement") is made and entered into as of 2025-08-09, 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"), and Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA.

Purpose

DocuPal and ACME-1 enter into this Agreement to fully and finally resolve certain disputes and claims that have arisen between them. These disputes relate to disagreements regarding the scope of services provided under a previous contract.

Agreement

Both parties desire to avoid further litigation and expense. They wish to settle all outstanding issues amicably and definitively. This Agreement outlines the terms and conditions under which DocuPal and ACME-1 have agreed to settle all claims and counterclaims.

Definitions

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

- **Agreement:** This Settlement Agreement, including all exhibits and schedules attached hereto.

- **Confidential Information:** Any and all information, regardless of form, disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, business plans, financial information, customer lists, and technical data.

- **Effective Date:** The date on which this Settlement Agreement is fully executed by both DocuPal Demo, LLC and ACME-1.

- **Parties:** DocuPal Demo, LLC, and ACME-1, collectively.

- **Services:** Refers to the range of professional services previously provided by DocuPal Demo, LLC to ACME-1, as detailed in the underlying contract between the parties that led to this dispute.

- **Released Claims:** As defined in the "Release of Claims" section of this Agreement.

Settlement Terms

DocuPal Demo, LLC ("DocuPal") and Acme, Inc. ("Acme") agree to the following terms to settle the dispute between them.

Payment

DocuPal will pay Acme a total of $50,000. This payment will be made in United States dollars. The payment must be made within 30 days of the Effective Date of this Agreement.

Release of Claims

Upon receiving the $50,000 payment, Acme will fully release DocuPal from any and all claims. This release includes all past, present, and future claims. It covers all known and unknown claims that Acme may have against DocuPal. The release will be executed by Acme. Acme will deliver the executed release to DocuPal upon confirmation of payment receipt.

Conditions

The release of claims by Acme is conditional. The condition is Acme's actual receipt of the full payment of $50,000 from DocuPal. If DocuPal fails to make the payment, the release is void. Acme's claims against DocuPal will then remain in full force and effect.

Method of Payment

DocuPal will remit payment to Acme via wire transfer. Acme will provide DocuPal with the necessary wire transfer instructions within five (5) business days of the Effective Date of this Agreement. Payment will be considered complete when the funds are credited to Acme's designated bank account. Both parties will retain records of the payment for verification purposes.

Scope of Release

The release provided by Acme encompasses all claims, demands, actions, causes of action, damages, costs, losses, and expenses of any nature. This includes, without limitation, contract claims, tort claims, and statutory claims. The release extends to all claims that Acme has or may have against DocuPal, its officers, directors, employees, agents, and affiliates.

Failure to Pay

If DocuPal fails to pay Acme the $50,000 within the specified 30-day period, Acme will have the right to pursue all available legal remedies. This includes, but is not limited to, initiating a lawsuit to recover the settlement amount, plus interest, costs, and attorneys' fees. Failure to pay will also nullify the release provided by Acme, allowing Acme to pursue its original claims against DocuPal.

Good Faith Cooperation

Both DocuPal and Acme agree to cooperate in good faith to effectuate the terms of this Settlement Agreement. This includes executing any additional documents or taking any actions reasonably necessary to implement the settlement. Both parties will act in a manner consistent with the intent and purpose of this Agreement.

Mutual Release and Waiver

Release of Claims

Docupal Demo, LLC, a company organized under the laws of United States, located at 23 Main St, Anytown, CA 90210, for itself and its successors, releases ACME-1, a business entity located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA,

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including its past and present directors, officers, employees, agents, shareholders, subsidiaries, affiliates, partners, and legal representatives, from any and all claims, actions, causes of action, demands, rights, damages, costs, losses, and expenses. This includes, but is not limited to, claims for breach of contract, negligence, and any other cause of action arising from or related to the previous contract between Docupal Demo, LLC and ACME-1.

Waiver

ACME-1, for itself and its successors, releases Docupal Demo, LLC, including its past and present directors, officers, employees, agents, shareholders, subsidiaries, affiliates, partners, and legal representatives, from any and all claims, actions, causes of action, demands, rights, damages, costs, losses, and expenses. This includes, but is not limited to, claims for breach of contract, negligence, and any other cause of action arising from or related to the previous contract between Docupal Demo, LLC and ACME-1.

Exceptions

The releases and waivers described above will not apply to claims arising from gross negligence or willful misconduct by either party.

Confidentiality

The Parties agree that the terms of this Settlement Agreement are confidential. They will not disclose the terms to any third party.

Scope of Confidentiality

This confidentiality obligation covers all terms and conditions within this Agreement. It also applies to information exchanged during settlement negotiations. This includes, but is not limited to, discussions, documents, and correspondence.

Permitted Disclosures

Disclosure is permitted if required by law or court order. If a Party must disclose information due to legal requirements, that Party will notify the other Party. Notification must occur as soon as reasonably possible. The notifying Party will cooperate with the other Party to limit the scope of disclosure.

Payment Terms

DocuPal Demo, LLC will pay Acme, Inc a one-time settlement amount of $50,000 (fifty thousand US dollars).

Payment Schedule and Method

Payment will be made via wire transfer. DocuPal Demo, LLC will remit the full settlement amount within thirty (30) days of the Effective Date of this Agreement. Acme, Inc will provide DocuPal Demo, LLC with the necessary wire transfer instructions upon request.

Taxes

Acme, Inc. is solely responsible for all applicable taxes associated with the settlement payment received under this Agreement. DocuPal Demo, LLC will not withhold any taxes from the settlement amount.

Dispute Resolution

Any dispute arising from this Settlement Agreement will be resolved through binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association (AAA).

Arbitration Process

The arbitration process will follow these steps:

1. **Notice:** A party must provide written notice to the other party, detailing the nature of the dispute and the specific relief sought.

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2. **Selection of Arbitrator:** The parties will jointly select a single arbitrator. If they cannot agree on an arbitrator within twenty (20) days of the notice, the AAA will appoint one.

3. **Hearing:** A hearing will be held where both parties can present evidence and arguments.

4. **Decision:** The arbitrator will issue a written decision, which will be final and binding.

Governing Law and Jurisdiction

The laws of the State of Delaware will govern the arbitration proceedings and the interpretation of this Dispute Resolution section. The arbitration will take place in a location agreed upon by both parties or, failing agreement, in a location determined by the arbitrator. The arbitrator's decision may be entered in any court having jurisdiction. Each party will bear its own costs and attorneys' fees associated with the arbitration, unless the arbitrator determines otherwise.

Representations and Warranties

Each party represents and warrants to the other as follows:

Authority

Each party represents that it has the full power and authority to enter into this Settlement Agreement. Each party also represents that this Settlement Agreement constitutes a valid and binding obligation. This obligation is enforceable against it in accordance with its terms.

Non-Assignment

Each party represents that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, causes of action, or rights that are being released under this Settlement Agreement.

Reliance

Each party acknowledges that it has entered into this Settlement Agreement based on its own knowledge and understanding of the facts. Each party also acknowledges that they have had the opportunity to seek legal counsel. They are not relying on any representation, warranty, or statement made by the other party or their representatives, except as expressly set forth in this Settlement Agreement. The representations and warranties provided in this agreement are made to the best of each party's knowledge and belief.

Governing Law

This Settlement Agreement will be governed by and construed in accordance with the laws of the State of Delaware, United States. This includes its interpretation and enforcement. All matters arising from or related to this Agreement shall be determined according to Delaware law. The parties agree that any legal suit, action, or proceeding arising out of or relating to this Agreement shall be conducted under Delaware law.

Notices

All notices regarding this Settlement Agreement must be in writing.

Methods of Delivery

Notices can be delivered by:

- Certified mail, return receipt requested
- Email

Addresses for Notice

Notices to DocuPal Demo, LLC should be sent to:

23 Main St, Anytown, CA 90210 [DocuPal Demo, LLC Email]

Notices to Acme, Inc should be sent to:

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websitename.com
P.O. Box 283 Demo
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3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA [Acme Inc Email]

Either party may change its contact information by providing written notice to the other party as described above. Changes are effective 5 days after receipt.

Entire Agreement

This Settlement 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 other agreements, promises, or representations, unless expressly incorporated herein, are part of this agreement. This document represents the complete and exclusive statement of the agreement between DocuPal Demo, LLC and ACME-1 regarding the settlement of the dispute.

Amendments

This Settlement Agreement may be amended or modified only by a written instrument. The instrument must be signed by both Docupal Demo, LLC and Acme, Inc. Any amendment will require the written consent of both parties to be effective. This ensures that all changes are mutually agreed upon and properly documented.

Severability

If any provision of this Settlement Agreement is held to be invalid or unenforceable, such provision will be struck. The remaining provisions of this Settlement Agreement will continue in full force and effect. The parties intend that this Agreement be enforced to the greatest extent permitted by applicable law. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision.

Signatures

This Settlement Agreement is effective as of the last date of signing below.

DocuPal Demo, LLC

By: _____

Name: [Name of Signatory for DocuPal Demo, LLC]

Title: [Title of Signatory for DocuPal Demo, LLC]

Date: _____

Acme, Inc

By: _____

Name: [Name of Signatory for Acme Inc]

Title: [Title of Signatory for Acme Inc]

Date: _____

Notary Acknowledgment

State of _____

County of _____

On this _____ day of _____, 2025, before me, a Notary Public in and for said County and State, personally appeared [Name of Signatory for DocuPal Demo, LLC], known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

Witness my hand and official seal.

_____

Notary Public

My Commission Expires: _____

State of _____

County of _____

On this _____ day of _____, 2025, before me, a Notary Public in and for said County and State, personally appeared [Name of Signatory for Acme, Inc], known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes therein contained.

Witness my hand and official seal.

_____

Notary Public

My Commission Expires: _____