DOCUPAL

Docupal Demo, LLC

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Introduction and Purpose

This Confidentiality Agreement ("Agreement") is made as of 2025-08-09 by and between Docupal Demo, LLC, a company located at 23 Main St, Anytown, CA 90210, United States ("Docupal Demo"), and Acme, Inc, a business located at 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA ("ACME-1").

Purpose of Agreement

The primary goal of this Agreement is to protect confidential information that may be shared between Docupal Demo and ACME-1. Both parties acknowledge that in the course of their discussions and potential business dealings, they may disclose to each other certain non-public, proprietary, or confidential information. This Agreement sets forth the terms and conditions governing the use and protection of such confidential information to ensure that it is safeguarded against unauthorized disclosure or use. This agreement is essential for maintaining trust and protecting the interests of both Docupal Demo and ACME-1.

Definitions

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

Confidential Information

Confidential Information means any data or information disclosed by the Disclosing Party to the Receiving Party that is not generally known to the public. This information provides a competitive advantage to the Disclosing Party. Confidential Information includes, but is not limited to, technical data, business plans, customer lists, and financial information. Information is only excluded from this definition if it becomes publicly available through no fault of the Receiving Party.

Parties

- **Disclosing Party:** DocuPal Demo, LLC, a company located at 23 Main St, Anytown, CA 90210, United States.

- **Receiving Party:** Acme, Inc ("ACME-1"), a business located at 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA.

Confidentiality Obligations

The Receiving Party understands its crucial role in protecting the Disclosing Party's Confidential Information. This section details those responsibilities.

Handling of Confidential Information

The Receiving Party must treat the Confidential Information with the same degree of care it uses to protect its own confidential information. At minimum, the Receiving Party will use reasonable care to prevent unauthorized disclosure. The Receiving Party must store Confidential Information securely. This includes physical and electronic safeguards to prevent unauthorized access.

Use of Confidential Information

The Receiving Party may only use the Confidential Information for the specific purpose outlined in this Agreement. The Receiving Party will not use Confidential Information for any other reason without first getting written consent from the Disclosing Party.

Restrictions on Disclosure

The Receiving Party will not disclose any Confidential Information to any third party. The Disclosing Party must provide prior written consent before any disclosure can occur.

Permitted Disclosures

If required by law, the Receiving Party may disclose Confidential Information. The Receiving Party must promptly notify the Disclosing Party. This notification allows the Disclosing Party to seek a protective order or other remedy to prevent or limit the disclosure. The Receiving Party will cooperate with the Disclosing Party in seeking such protection.

Exclusions from Confidential Information

The obligations regarding Confidential Information, as defined in this Agreement, will not apply to information that:

Exceptions to Confidentiality

- Is already known to ACME-1 (the "Receiving Party") before disclosure by DocuPal Demo, LLC (the "Disclosing Party").
- Is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.
- Is or becomes publicly available through no fault of the Receiving Party.
- Is rightfully received by the Receiving Party from a third party without any obligation of confidentiality.

Documentation

To rely on any of these exceptions, the Receiving Party must be able to document the prior knowledge or independent development of the information. This documentation should be provided to the Disclosing Party upon request to substantiate the claim that the information is not subject to the confidentiality obligations outlined in this Agreement.

Term and Duration

This Agreement will begin on its effective date. It will continue until terminated as described below.

Confidentiality Period

The obligations of confidentiality outlined in this Agreement will continue for a period of five years after the termination of this Agreement. This means that even after the Agreement ends, both parties must continue to protect the other's Confidential Information for the specified duration.

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Permitted Disclosures

The Receiving Party must maintain the confidentiality of the Disclosing Party's Confidential Information. However, there are specific instances where disclosure is permitted.

Disclosure Required by Law

If the Receiving Party is required to disclose Confidential Information under applicable laws, regulations, or legal processes, such as a subpoena or court order, such disclosure is allowed.

Procedure for Legally Required Disclosures

In the event of a legally required disclosure, the Receiving Party must:

1. Provide prompt written notice to the Disclosing Party of the disclosure requirement. This notice must be given as soon as reasonably possible to allow the Disclosing Party to seek a protective order or other appropriate remedy.
2. Reasonably cooperate with the Disclosing Party in any effort to obtain a protective order or other relief to prevent or limit the scope of the disclosure.

Disclosure with Prior Written Consent

The Receiving Party may disclose Confidential Information if it obtains the Disclosing Party's prior written consent for such disclosure. The consent must specifically identify the information to be disclosed and the scope of the permitted disclosure.

Remedies and Consequences of Breach

DocuPal Demo, LLC and ACME-1 acknowledge that unauthorized disclosure or use of the Confidential Information would cause irreparable harm. The disclosing party may pursue all available legal and equitable remedies.

Injunctive Relief

ACME-1 agrees that DocuPal Demo, LLC will be entitled to seek immediate injunctive relief to prevent any further breach or threatened breach of this Agreement. This is in addition to any other remedies available at law or in equity.

Monetary Damages

DocuPal Demo, LLC retains the right to seek monetary damages from ACME-1 for any losses or expenses directly or indirectly caused by a breach of this Agreement. This includes, but is not limited to, actual damages, lost profits, and reasonable attorney's fees.

Legal Enforcement

DocuPal Demo, LLC can enforce this Agreement through litigation in the governing jurisdiction, as specified elsewhere in this agreement. ACME-1 consents to such jurisdiction and waives any objection to venue.

Return or Destruction of Materials

Upon the Disclosing Party's request, ACME-1 must promptly return all Confidential Information. This includes all documents, records, data, and other materials. ACME-1 will also return all copies, extracts, and derivatives of such Confidential Information.

Obligations of ACME-1

If return is not feasible, ACME-1 will destroy all Confidential Information. ACME-1 must also erase the Confidential Information from any computer, storage device, or media. ACME-1 will provide written certification of such destruction to DocuPal Demo, LLC. This certification will confirm that all Confidential Information has been completely and permanently destroyed.

Governing Law and Dispute Resolution

Governing Law

This Agreement will 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

The parties agree to first attempt to resolve any dispute arising out of or relating to this Agreement through good faith negotiations. If the parties are unable to resolve the dispute through negotiation, they agree to submit the dispute to mediation or, alternatively, binding arbitration in a location to be mutually agreed upon. The decision of the mediator or arbitrator will be final and binding on both parties. Each party will bear its own costs and expenses in connection with any mediation or arbitration, but the parties will share equally the fees and expenses of the mediator or arbitrator.

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