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# Introduction and Parties

## Introduction

This Management Agreement (the "Agreement") is made and entered into as of August 9, 2025. It defines the terms and conditions under which DocuPal Demo, LLC will provide management services to Acme, Inc. This Agreement sets forth the complete understanding between the parties. It governs the relationship regarding the provision of management services.

## Parties

### Manager

DocuPal Demo, LLC, a company organized under the laws of United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Manager").

### Client

Acme, Inc, a business organized under the laws of United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("ACME-1").

## Scope of Management Services

DocuPal Demo, LLC will provide management services to ACME-1, according to the terms and conditions outlined in this agreement. These services encompass the oversight and direction of ACME-1's daily business operations.

## Core Management Responsibilities

DocuPal Demo, LLC will assume responsibility for the following:

- **Daily Operations:** Managing and optimizing the day-to-day activities of ACME-1 to ensure efficiency and productivity.



- **Financial Planning:** Developing and implementing financial strategies, including budgeting, forecasting, and financial analysis, to achieve ACME-1's financial goals. This includes regular reporting on financial performance.
- **Marketing Strategies:** Creating and executing marketing plans to enhance ACME-1's brand awareness, attract customers, and increase sales. This involves market research, advertising campaigns, and promotional activities.
- **Human Resources Management:** Overseeing all aspects of human resources, including recruitment, training, employee relations, and compliance with labor laws. DocuPal Demo, LLC will develop and implement HR policies and procedures.

## Limitations

DocuPal Demo, LLC is not responsible for failures or delays in performance caused by acts of God, natural disasters, or unforeseen changes in government regulations. These events are outside the control of DocuPal Demo, LLC.

## Term and Termination

### Term

This Agreement will begin on January 1, 2024, and will continue for a term of three (3) years.

### Termination

#### Termination Without Cause

Either party may terminate this Agreement without cause. The terminating party must provide ninety (90) days written notice to the other party.

#### Termination For Cause

DocuPal Demo, LLC or ACME-1 may terminate this Agreement immediately for cause. Cause includes a material breach of this Agreement by the other party. It also includes acts of fraud or gross negligence.



## Effect of Termination

Upon termination, DocuPal Demo, LLC will transfer all relevant documents and materials to ACME-1. ACME-1 will pay DocuPal Demo, LLC for all services performed up to the termination date. The confidentiality obligations in this Agreement will survive termination.

## Fees, Payments, and Expenses

DocuPal Demo, LLC will be compensated for its management services via a fixed monthly fee. The specific amount of this fee is outlined below.

### Compensation

ACME-1 will pay DocuPal Demo, LLC a fixed monthly fee of \$[Amount] for the services rendered under this Management Agreement. This fee covers all services as described in the Scope of Services.

### Payment Terms

ACME-1 will remit payments to DocuPal Demo, LLC within fifteen (15) days of receiving an invoice. DocuPal Demo, LLC will submit invoices monthly. All payments must be made via electronic funds transfer to the account designated by DocuPal Demo, LLC.

### Reimbursable Expenses

In addition to the fixed monthly fee, ACME-1 will reimburse DocuPal Demo, LLC for certain expenses. These include:

- **Travel Expenses:** Reasonable travel expenses incurred while performing management services.
- **Marketing Expenses:** Pre-approved marketing expenses directly related to the management activities.
- **Software Subscriptions:** Costs associated with software subscriptions necessary for effective management.



All expenses require prior approval from ACME-1. DocuPal Demo, LLC will provide detailed documentation, such as receipts and invoices, for all reimbursement requests. Reimbursement payments will be processed within fifteen (15) days of submitting the expense report with supporting documentation.

## Duties and Obligations of the Manager

DocuPal Demo, LLC, as the Manager, agrees to perform the following duties and obligations with due diligence and in accordance with professional standards.

### Scope of Services

The Manager will provide management services to ACME-1 as described in **Exhibit A**, which is attached to and forms part of this Agreement. These services include, but are not limited to: [Note: The actual services will be listed in Exhibit A. Add specific examples if known].

### Performance Standards

The Manager will perform its duties and obligations:

- In compliance with all applicable laws and regulations.
- In a timely and efficient manner.
- Using qualified and experienced personnel.
- To the best of its ability.
- In a manner that promotes the best interests of ACME-1.

### Reporting Obligations

The Manager will provide the following reports to ACME-1:

- **Monthly Progress Reports:** The Manager will submit monthly progress reports to ACME-1, detailing the progress made on the services outlined in **Exhibit A**. These reports will include a summary of activities performed, milestones achieved, and any issues encountered.
- **Annual Financial Reports:** The Manager will submit annual financial reports to ACME-1, providing a summary of all financial transactions related to the management of ACME-1.





## Specific Responsibilities

The Manager will also undertake the following specific responsibilities:

- Maintain accurate records of all transactions and activities related to the management of ACME-1.
- Comply with ACME-1's policies and procedures, as communicated by ACME-1 to the Manager.
- Attend meetings with ACME-1 representatives as reasonably requested.
- Promptly respond to all inquiries and requests from ACME-1.
- Maintain the confidentiality of ACME-1's confidential information, as outlined in **Section [Confidentiality Section Number]** of this Agreement.
- Act in good faith and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances.
- The manager should not assign any responsibilities without written consent of ACME-1.

## Confidentiality and Non-Disclosure

DocuPal Demo, LLC acknowledges that during the term of this Management Agreement, it may gain access to confidential information belonging to ACME-1. This information includes, but is not limited to, client lists, financial data, and proprietary business strategies. DocuPal Demo, LLC agrees to hold all such confidential information in strict confidence and will not disclose it to any third party without the express written consent of ACME-1.

### Scope of Confidential Information

Confidential information encompasses all data and information relating to ACME-1's business, its customers, and its operations that is not generally known to the public. This includes, but is not limited to, financial records, customer data, marketing strategies, and other proprietary information.

### Permitted Disclosures

Notwithstanding the above, DocuPal Demo, LLC may disclose confidential information if required to do so by law or legal process. In such event, DocuPal Demo, LLC will promptly notify ACME-1 to allow ACME-1 to seek a protective order



or other appropriate remedy. DocuPal Demo, LLC will cooperate with ACME-1 in seeking such order or remedy.

## Use of Confidential Information

DocuPal Demo, LLC will use the confidential information solely for the purpose of performing its obligations under this Management Agreement and will not use it for any other purpose whatsoever. All confidential information remains the property of ACME-1.

# Intellectual Property Rights

## Ownership

Acme, Inc. retains exclusive ownership of all intellectual property rights. This includes any and all intellectual property created, conceived, or reduced to practice during the term of this Management Agreement.

## Scope of Rights

"Intellectual Property Rights" means all intellectual property rights worldwide, including:

- Patents, patent applications, and patent disclosures.
- Trademarks, service marks, trade names, logos, and corporate names.
- Copyrights and copyrightable works (including software and documentation).
- Trade secrets and confidential information.

## License Grant to DocuPal Demo, LLC

DocuPal Demo, LLC is granted a non-exclusive license. This license allows the use of Acme, Inc.'s intellectual property. The license is solely for the purpose of performing management services as outlined in this Agreement. This license terminates automatically upon the termination of this Management Agreement. DocuPal Demo, LLC will not sublicense, transfer, or assign these rights. Any other use of the intellectual property requires prior written consent from Acme, Inc.





# Liability and Indemnification

## Liability

Each party is responsible for its own acts and omissions, including negligence. Neither party will be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise, even if the party has been advised of the possibility of such damages.

## Indemnification

Acme, Inc ("Indemnitor") shall indemnify, defend, and hold harmless DocuPal Demo, LLC ("Indemnitee"), its officers, directors, employees, agents, and affiliates, from and against any and all losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claims, actions, or proceedings to the extent such claims arise from inaccurate or incomplete information provided by Acme, Inc to DocuPal Demo, LLC.

## Indemnification Procedures

The Indemnitee shall promptly notify the Indemnitor in writing of any claim, action, or proceeding for which indemnification may be sought. The Indemnitor shall have the right to assume the defense of any such claim, action, or proceeding with counsel of its own choosing, subject to the Indemnitee's right to participate in the defense at its own expense. The Indemnitee shall reasonably cooperate with the Indemnitor in the defense of any such claim, action, or proceeding.

The Indemnitor shall not settle any claim, action, or proceeding without the Indemnitee's prior written consent, which shall not be unreasonably withheld, unless the settlement includes a full and unconditional release of the Indemnitee from all liability with respect to such claim, action, or proceeding.

## Insurance

DocuPal Demo, LLC shall maintain, at its own expense, commercially reasonable insurance coverage, including but not limited to general liability insurance. Acme, Inc shall maintain, at its own expense, commercially reasonable insurance coverage



appropriate to its business operations. Each party shall provide the other with certificates of insurance evidencing such coverage upon request.

## Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. This includes its principles of conflict of laws.

### Dispute Resolution

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal or state courts located in Delaware. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

## Dispute Resolution and Arbitration

The parties will first attempt to resolve any dispute arising out of or relating to this Agreement through good faith negotiations. Either party may initiate negotiations by providing written notice to the other party, setting forth the subject of the dispute and the relief requested.

### Mediation

If the parties cannot resolve the dispute through negotiation within thirty (30) days of the initial notice, they shall submit the dispute to mediation. The mediation will be conducted by a mutually agreed-upon mediator in Anytown, California. The parties will share the costs of the mediator equally. Mediation is a mandatory condition precedent to initiating arbitration.

### Arbitration

Any dispute that cannot be resolved through mediation within sixty (60) days of the initial mediation session shall be submitted to binding arbitration in Anytown, California. Arbitration will be conducted in accordance with the rules of the American Arbitration Association. 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. Each party will bear its own attorneys' fees and costs in connection with any arbitration, except that the arbitrator may award the prevailing party its reasonable attorneys' fees and costs if the arbitrator determines that the other party's claim or defense was frivolous or brought in bad faith.

## Representations and Warranties

### Authority

Each party represents and warrants that it has the full right, power, and authority to enter into this Management Agreement. They each confirm that they can perform their obligations as outlined here.

### Client Representations

ACME-1 represents and warrants that it will provide all necessary information and resources required for Docupal Demo, LLC to perform the services effectively.

### Manager Representations

Docupal Demo, LLC represents and warrants that it will perform the services with reasonable skill and care. Docupal Demo, LLC warrants its compliance with all applicable laws and regulations related to its performance under this Agreement. Docupal Demo, LLC will maintain all required licenses and permits.

## Miscellaneous Provisions

### Notices

All notices regarding this Agreement must be in writing. Notices are effectively delivered upon receipt. Notices must be sent to the addresses listed in this Agreement, or to another address that a party has properly notified the other party of.



## Amendments

This Agreement may only be amended by a written document. Both parties must sign the written amendment for it to be effective.

## Assignment

Neither party may assign its rights or obligations under this Agreement. No assignment is allowed without the prior written consent of the other party.

## Entire Agreement

This 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.

## Counterparts

This Agreement may be executed in counterparts. Each counterpart has the effect of an original. Together, all counterparts constitute one and the same agreement.

## Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.

## Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from acts of God, war, riots, strikes, or other causes beyond its reasonable control. The affected party must provide prompt written notice to the other party of the force majeure event and make reasonable efforts to mitigate its effects.



# Signatures and Execution

This Management Agreement shall become effective as of the date of the last signature below.

## Execution

This Agreement is executed by the duly authorized representatives of the parties.

### DocuPal Demo, LLC

By: \_\_\_\_\_

Name:

Title: CEO

Date: \_\_\_\_\_

### Acme, Inc

By: \_\_\_\_\_

Name:

Title: CEO

Date: \_\_\_\_\_

## Notarization

This Management Agreement requires notarization to be considered fully executed. The parties agree to take the necessary steps to ensure proper notarization in their respective jurisdictions.

