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Introduction and Parties

Introduction

This Independent Contractor Agreement (the "Agreement") is made and entered into as of August 9, 2025. This agreement defines the terms and conditions under which services will be provided.

Parties

Client

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 ("Client").

Contractor

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

The Client desires to engage the Contractor, and the Contractor desires to be engaged by the Client, to perform certain software development services as an independent contractor.

Scope of Work

ACME-1 will provide software development services to Docupal Demo, LLC. These services include, but are not limited to, coding, testing, debugging, and implementation of software solutions as needed.



Project Milestones

ACME-1 will adhere to the project milestones outlined in Appendix A. These milestones will serve as key checkpoints for assessing progress and ensuring timely delivery.

Performance Measurement

Performance will be measured through regular progress reports submitted by ACME-1. Docupal Demo, LLC will also provide feedback on the quality and timeliness of the delivered services. This feedback loop will help ensure that the services meet Docupal Demo, LLC's expectations.

Payment Terms

Compensation

ACME-1 will be paid at a rate of \$100 per hour for services rendered. This rate covers all work performed under the terms of this Agreement.

Invoicing

ACME-1 will submit invoices to DocuPal Demo, LLC on a monthly basis. Each invoice shall include a detailed breakdown of the hours worked, a description of the services provided, and any pre-approved expenses incurred. Invoices should be sent to the address specified in this Agreement.

Payment Schedule

DocuPal Demo, LLC will remit payment to ACME-1 within thirty (30) days of receiving a correct and complete invoice. Payments will be made in United States Dollars (USD) via [Specify Payment Method - e.g., check, wire transfer]. In addition to hourly payments, ACME-1 will also receive payments upon the successful completion of milestones as outlined in Appendix A.



Expenses

Reimbursable expenses, when pre-approved by DocuPal Demo, LLC, will be included in the monthly invoice. ACME-1 must provide receipts or appropriate documentation for all expenses. DocuPal Demo, LLC retains the right to deny any expenses which were not pre-approved or are not adequately documented.

Independent Contractor Relationship

ACME-1's relationship with DocuPal Demo, LLC is that of an independent contractor, not an employee. This Agreement does not create an employer-employee relationship, partnership, or joint venture between the parties.

Contractor Autonomy

ACME-1 retains control over the means and manner of performing the software development services. This includes determining work methods and setting their own schedule. DocuPal Demo, LLC will not control or direct how ACME-1 performs these services.

Responsibility for Taxes and Benefits

ACME-1 is solely responsible for all applicable federal, state, and local taxes. This includes income tax, self-employment tax, and any other required taxes. ACME-1 is also responsible for providing their own benefits, such as health insurance, retirement plans, and paid time off. DocuPal Demo, LLC will not withhold taxes or provide benefits on behalf of ACME-1.

Liability

Each party is responsible for their own acts and omissions. DocuPal Demo, LLC will not be liable for the negligence of ACME-1. ACME-1 will not be liable for the negligence of DocuPal Demo, LLC.



Confidentiality and Non-Disclosure

ACME-1 acknowledges that during the term of this Agreement, they may have access to confidential information belonging to DocuPal Demo, LLC. This includes, but is not limited to, business strategies, customer data, and proprietary technology. ACME-1 agrees to protect this information and not to disclose it to any third party.

Scope of Confidential Information

Confidential information encompasses all data and information relating to DocuPal Demo, LLC, that is not generally known to the public. ACME-1 will treat all such information as strictly confidential.

Duration of Confidentiality

The obligations of confidentiality under this Agreement will continue for a period of five (5) years following the termination of this Agreement.

Exceptions

The obligations of confidentiality will not apply to information that is already publicly available.

Intellectual Property Rights

Ownership

ACME-1 acknowledges that all intellectual property rights, including but not limited to copyrights, patents, trademarks, trade secrets, and any other proprietary rights, in any work product created, developed, or delivered under this Agreement, shall vest exclusively in DocuPal Demo, LLC. This includes all source code, documentation, designs, and related materials.



License Grant

DocuPal Demo, LLC grants to ACME-1 a limited, non-exclusive license to use the intellectual property solely for the purpose of performing its obligations under this Agreement. This license is restricted to the scope of the project as defined in this Agreement.

Usage Restrictions

ACME-1's use of the intellectual property is strictly limited to activities directly related to and necessary for the completion of the project outlined in this Agreement. ACME-1 shall not, without the prior written consent of DocuPal Demo, LLC, use the intellectual property for any other purpose, including but not limited to developing competing products, licensing to third parties, or reverse engineering.

Term and Termination

This Agreement will start on January 1, 2024, and will end on December 31, 2024.

Termination

Either party can end this Agreement if the other party breaches the contract. This includes not meeting agreed-upon milestones. To end this Agreement, a party must give 30 days written notice to the other party.

Warranties and Representations

Contractor Warranties

ACME-1 warrants that all services performed under this Agreement will be conducted in a professional and workmanlike manner. ACME-1 assures to provide the services in line with industry best practices.



Client Warranties

DocuPal Demo, LLC warrants that it will provide ACME-1 with all resources reasonably necessary for ACME-1 to perform its obligations under this Agreement. This includes timely access to information, materials, and personnel required for the successful completion of the project.

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 Agreement, even if advised of the possibility of such damages.

Indemnification and Liability

Indemnification

ACME-1 agrees to indemnify and hold Docupal Demo, LLC harmless from any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to ACME-1's performance of the services under this Agreement. Docupal Demo, LLC agrees to indemnify and hold ACME-1 harmless from any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to Docupal Demo, LLC's actions under this Agreement.

Limitation of Liability

Each party's liability to the other for any damages arising out of or related to this Agreement, regardless of the form of action, whether in contract, tort, or otherwise, shall be limited to the total value of this Agreement.

Claims Process

In the event that either party intends to make a claim for indemnification under this Agreement, it shall promptly notify the other party in writing of such claim. The parties shall then negotiate in good faith to resolve the claim.



Dispute Resolution

The parties will try to resolve any dispute related to this Agreement through good-faith negotiations.

Mediation

If negotiation fails, the parties will attempt to settle the dispute by mediation. The mediation will occur in Anytown, California, unless both parties agree to a different location. A mutually agreed-upon mediator will conduct the mediation. Each party will bear its own costs related to the mediation, and they will split the mediator's fees and expenses equally.

Arbitration

If mediation does not resolve the dispute, the parties agree to submit the dispute to binding arbitration in Anytown, California. The arbitration will follow the rules of the American Arbitration Association. A single arbitrator, selected by mutual agreement, will conduct the arbitration. The arbitrator's decision will be final and binding. The arbitrator can award reasonable attorney's fees and costs to the winning party. Judgment on the arbitrator's award may be entered in any court having jurisdiction.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California. This applies without regard to its conflict of laws principles. ACME-1 and Docupal Demo, LLC will comply with all applicable laws and regulations. This ensures the legality and enforceability of this Agreement in California. Any legal actions or proceedings relating to this Agreement must be instituted in the state or federal courts located in California. Both parties consent to the jurisdiction and venue of these courts for any such legal actions or proceedings.



Miscellaneous Provisions

Amendments

This Agreement may only be amended 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.

Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1. It supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

Signatures

This Independent Contractor Agreement becomes effective on 2025-08-09 (the "Agreement Date"), with work commencing immediately.

Agreement

By signing below, both parties acknowledge they have read, understood, and agree to the terms and conditions of this Independent Contractor Agreement.

DocuPal Demo, LLC

| | |
|------------|----------|
| Signature: | |
| Name: | John Doe |
| Title: | |
| Date: | |

Acme, Inc



| | |
|------------|------------|
| Signature: | |
| Name: | Jane Smith |
| Title: | |
| Date: | |

