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# Introduction and Purpose

## Introduction

This Severance 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 an address 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 an address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

## Purpose of Agreement

This Agreement outlines the terms and conditions of ACME-1's separation from DocuPal Demo, LLC. In exchange for the severance benefits described herein, ACME-1 agrees to provide a full and complete release of claims against DocuPal Demo, LLC. This Agreement is intended to provide a smooth and amicable transition, clarifying the obligations of each party following the termination of employment. It defines the severance payments, benefits continuation, confidentiality obligations, and other relevant post-employment terms agreed upon by DocuPal Demo, LLC and ACME-1.

## Severance Pay and Benefits

DocuPal Demo, LLC will provide ACME-1 with severance pay equivalent to one month's current salary. This severance payment will be made within 30 days following the Effective Date of this Agreement. Payment will be issued via direct deposit to ACME-1's account on file.

## Health Insurance Continuation

ACME-1 will be eligible to continue health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Information regarding COBRA continuation coverage, including enrollment details and premium costs, will be provided to ACME-1 separately. ACME-1 will be responsible for paying the full cost of COBRA premiums to maintain coverage.



## Additional Benefits

No additional benefits are offered as part of this severance package beyond the severance pay and COBRA continuation as described in this section.

## Mutual Release of Claims

Docupal Demo, LLC and Acme, Inc agree to the following mutual release of claims:

### Employee Release of Employer

Acme, Inc (Employee) releases, waives, and forever discharges Docupal Demo, LLC (Employer), its officers, directors, employees, agents, and affiliates, from any and all claims, actions, causes of action, rights, damages, costs, and expenses, whatsoever, whether known or unknown, suspected or unsuspected, which ACME-1 ever had, now has, or may hereafter have against Employer arising from or related to ACME-1's employment or separation from employment. This release includes, but is not limited to, claims for breach of contract, wrongful termination, discrimination, harassment, and any other statutory or common law claims.

### Employer Release of Employee

Docupal Demo, LLC (Employer) releases, waives, and forever discharges Acme, Inc (Employee), from any and all claims, actions, causes of action, rights, damages, costs, and expenses, whatsoever, whether known or unknown, suspected or unsuspected, which Employer ever had, now has, or may hereafter have against ACME-1.

### Exceptions

The releases outlined in this section do not apply to claims for workers' compensation benefits.



# Confidentiality and Non-Disclosure

ACME-1 acknowledges that during its association with Docupal Demo, LLC, it had access to confidential information. This includes, but is not limited to, trade secrets, customer lists, and financial data. ACME-1 agrees to protect this information and prevent its unauthorized use or disclosure.

## Scope of Confidential Information

Confidential information encompasses any data or knowledge, whether written, electronic, or oral, that is not generally known to the public. It also includes information that gives Docupal Demo, LLC a competitive advantage. ACME-1 understands that this information is proprietary and vital to the ongoing success of Docupal Demo, LLC.

## Obligations of ACME-1

ACME-1 agrees not to use or disclose any confidential information of Docupal Demo, LLC for a period of five years following the termination of this agreement. This obligation extends to all third parties, including future employers. ACME-1 will take all reasonable steps to safeguard confidential information in its possession.

## Remedies for Breach

ACME-1 acknowledges that any breach of this confidentiality agreement may cause irreparable harm to Docupal Demo, LLC. In the event of a breach or threatened breach, Docupal Demo, LLC will be entitled to seek injunctive relief to prevent further unauthorized use or disclosure. Docupal Demo, LLC will also be entitled to recover monetary damages for any losses resulting from the breach.



# Non-Compete and Non-Solicitation Clauses

## Non-Compete

ACME-1 agrees not to engage in any business activities that compete with the business of Docupal Demo, LLC. This restriction applies to the same industry in which Docupal Demo, LLC operates. This non-compete obligation will last for a period of six months following the termination date. The geographic scope of this non-compete agreement is limited to the United States.

## Non-Solicitation

ACME-1 agrees not to solicit any employees of Docupal Demo, LLC to terminate their employment or to work for any other entity. ACME-1 also agrees not to solicit any customers of Docupal Demo, LLC for the purpose of offering them similar products or services provided by any other entity. This non-solicitation obligation will also last for a period of six months following the termination date.

## Return of Company Property

ACME-1 must return all property belonging to Docupal Demo, LLC. This includes, but is not limited to, the company laptop, phone, and all documents, regardless of format.

## Deadline for Return

All company property must be returned within five business days of the Termination Date.

## Compliance

Failure to return company property within the specified timeframe may result in legal action by Docupal Demo, LLC to recover the property and any associated damages.



# Dispute Resolution and Governing Law

## Dispute Resolution

ACME-1 and DocuPal Demo, LLC will participate in mediation to resolve any dispute related to this Severance Agreement. The parties will select a mutually agreeable mediator. They will share the costs of mediation equally.

## Governing Law

The laws of the State of Delaware govern this Severance Agreement. This includes its interpretation and enforcement, without regard to conflict-of-laws principles. Each party will be responsible for their own legal fees incurred in connection with any dispute.

## Tax Withholding and Reporting

All severance payments will be subject to standard payroll tax withholdings. Docupal Demo, LLC will withhold all applicable federal, state, and local taxes from the severance payments.

Docupal Demo, LLC will report the severance payments to Acme, Inc. on Form W-2. This form will be provided to Acme, Inc. in January following the calendar year in which the payments are made. Acme, Inc. is responsible for reporting these payments on their individual income tax return.

## COBRA and Continuation of Benefits

You are eligible to continue your health benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). To continue coverage, you must elect to do so within 60 days of your Termination Date. You will be responsible for paying the full cost of the continued coverage. DocuPal Demo, LLC will provide you with the necessary information and election forms to facilitate your COBRA election. Please review these materials carefully and follow the instructions to ensure timely



enrollment if you wish to continue your health benefits. Failure to elect coverage within the specified timeframe will result in a loss of your right to continue benefits under COBRA.

## Non-Disparagement Clause

### Non-Disparagement

Both DocuPal Demo, LLC and ACME-1 agree to refrain from making any negative or disparaging statements about the other party. This includes comments about the company, its products, services, directors, officers, employees, and agents. Similarly, ACME-1 will avoid any actions that could harm DocuPal Demo, LLC's reputation or business interests.

### Scope of Non-Disparagement

This non-disparagement obligation extends to all forms of communication. This includes, but is not limited to, verbal statements, written materials, social media posts, and online reviews. Both parties will ensure that their communications are respectful and professional.

### Remedies for Breach

A breach of this Non-Disparagement clause may cause irreparable harm. Therefore, the non-breaching party is entitled to seek injunctive relief to prevent further disparagement. The non-breaching party can also pursue monetary damages to compensate for any losses suffered as a result of the breach.

## Final Paycheck and Outstanding Obligations

### Final Paycheck

ACME-1 will receive a final paycheck on the next regularly scheduled pay date following the Termination Date. This final paycheck will include all earned but unpaid wages. It will also include payment for any accrued and unused vacation



time. The final paycheck is subject to standard payroll deductions.

## Expense Reimbursements

ACME-1 will be reimbursed for all reasonable and documented business expenses incurred through the Termination Date. ACME-1 must submit all expense reports with supporting documentation within [Number] days following the Termination Date to be eligible for reimbursement.

## Outstanding Obligations

ACME-1 acknowledges and agrees to fulfill all outstanding obligations to DocuPal Demo, LLC. This includes, but is not limited to, the return of all DocuPal Demo, LLC property as outlined in the "Return of Property" section of this Agreement.

# Miscellaneous Provisions

## Entire Agreement

This Severance Agreement represents the complete understanding between DocuPal Demo, LLC and ACME-1 regarding the subject matter. It supersedes all prior agreements, discussions, or understandings, whether oral or written.

## Amendments

This Agreement may only be modified or amended by a written instrument signed by both DocuPal Demo, LLC and ACME-1. No oral modifications will be considered valid.

## 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 parties agree to renegotiate any such invalid provision to achieve a result as close as legally possible to the original intent.



## Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. These counterparts can be exchanged in writing or via electronic means.

## Signatures and Execution

This Severance Agreement shall not become effective until signed by Acme, Inc ("Employee") and an authorized representative of DocuPal Demo, LLC.

### Acceptance

ACME-1 acknowledges that they have carefully read and fully understand all the provisions of this Severance Agreement. ACME-1 further acknowledges that they are entering into this Agreement voluntarily and without coercion.

### Signatures

To acknowledge their agreement to the terms and conditions outlined within this Severance Agreement, both parties shall execute this document.

#### DocuPal Demo, LLC

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Signature

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Name

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Title

Date: 2025-08-09

#### Acme, Inc

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Signature

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Name

Date: 2025-08-09

