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# Introduction and Purpose

This Retainer Agreement ("Agreement") is made and entered into as of August 9, 2025, 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, a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

## Purpose of Agreement

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal will provide certain services to ACME-1. These services include legal consultation, document review, contract drafting, and other legal services as reasonably requested and agreed upon by both parties. This Agreement establishes a retainer relationship, defining the scope of services covered by the retainer fee, as well as the fees for any additional services requested by ACME-1. This agreement ensures both parties understand their obligations and responsibilities.

## Scope of Services

DocuPal Demo, LLC will provide Acme, Inc with the following services under this Retainer Agreement.

### Retainer Services

The retainer fee covers these services:

- Initial consultation to discuss Acme, Inc's legal needs and objectives.
- Monthly review of documents, up to a maximum of ten (10) documents per month.
- Brief phone consultations to address questions and provide guidance on legal matters.

### Excluded Services

The following services are specifically excluded from the scope of the retainer:



- Litigation services, including court filings and representation in legal proceedings.
- Complex negotiations requiring extensive time or specialized expertise.

## Changes to Scope

Any changes to the scope of services will require a written amendment to this Agreement. The amendment will detail the additional services, associated fees, and revised timelines. DocuPal Demo, LLC will not be obligated to perform any services outside the original scope unless a written amendment has been agreed upon and signed by both parties.

## Fee Structure and Payment Terms

DocuPal Demo, LLC will provide services to ACME-1 based on the following fee structure:

### Retainer Fee

ACME-1 will pay a monthly retainer fee of \$5,000 USD. This fee covers the scope of services as outlined in this Agreement. The retainer ensures dedicated time and resources from DocuPal Demo, LLC.

### Additional Fees

Services beyond the scope covered by the retainer will be billed at an hourly rate of \$300 USD. ACME-1 will be notified and approve any work exceeding the retainer's scope before commencement.

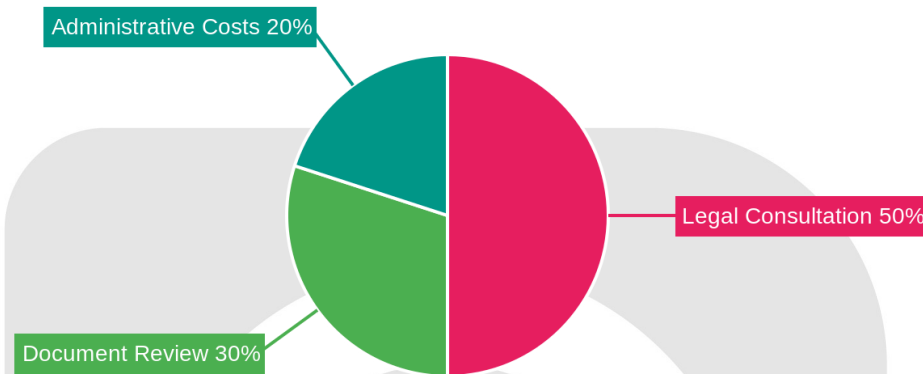
### Invoicing and Payment

DocuPal Demo, LLC will invoice ACME-1 monthly for the retainer fee and any additional charges incurred. Invoices will be sent electronically. Payments are due within 15 days of the invoice date. ACME-1 can make payments via check or electronic transfer to the account specified on the invoice. Late payments may be subject to interest at a rate of 1% per month, or the maximum rate permitted by law, whichever is lower.



## Fee Distribution

The monthly retainer fee covers various services and resources. The fee distribution is as follows:



## Duration and Termination

This Retainer Agreement will begin on August 9, 2025. The initial term of this agreement is one year.

### Renewal

This agreement will not automatically renew. Any extension of services will require a new written agreement.

### Termination

Either party may terminate this agreement with written notice. A 30-day notice period is required before termination takes effect.

# Confidentiality and Non-Disclosure

Both Docupal Demo, LLC and ACME-1 agree to maintain the confidentiality of non-public information. This includes details about either party's business operations, client data, and financial records. Both parties will protect this information from unauthorized disclosure.

## Scope of Confidential Information

Confidential information includes all data, documents, and materials shared between Docupal Demo, LLC and ACME-1 that are not available to the general public. This applies whether the information is provided orally, in writing, or electronically.

## Exceptions to Confidentiality

The confidentiality obligations outlined in this agreement do not apply to information that:

- Is or becomes publicly available through no fault of either party.
- Is required to be disclosed by law or legal process.

## Duration of Confidentiality

The obligations of confidentiality under this agreement will continue for a period of five years following the termination of this Retainer Agreement.

# Intellectual Property Rights

## Ownership

DocuPal Demo, LLC retains ownership of all deliverables and associated intellectual property rights created during the term of this Retainer Agreement. This includes, but is not limited to, documents, advice, strategies, and other work product.



## License Grant

Acme, Inc is granted a non-exclusive license to use these deliverables solely for its internal business operations. This license does not permit ACME-1 to sublicense, distribute, or commercially exploit the deliverables outside of its organization.

## Pre-Existing IP

Each party retains ownership of its pre-existing intellectual property rights. This agreement does not transfer ownership of any intellectual property owned by either party prior to the commencement of this agreement. If DocuPal Demo, LLC uses any pre-existing ACME-1 IP, ACME-1 continues to own it. Likewise, ACME-1's use of DocuPal Demo, LLC's existing IP does not transfer ownership to ACME-1.

# Obligations and Responsibilities of Parties

Docupal Demo, LLC will provide competent legal services to ACME-1 in a timely and professional manner. Our performance standards include adherence to all professional standards and ethical obligations. We will keep ACME-1 informed about the progress of their matters and respond to inquiries promptly.

ACME-1 will provide accurate and complete information to Docupal Demo, LLC, that is needed to fulfill the services outlined in this agreement. ACME-1 is responsible for timely payment of all invoices for services rendered, in accordance with the payment terms specified. ACME-1 agrees to cooperate with Docupal Demo, LLC, and to provide access to documents and personnel as reasonably required.

## Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to resolve any disputes through good faith negotiation.

## Mediation

If negotiation fails, both parties will attempt to settle the dispute through mediation. The parties will mutually agree on a mediator.



## Governing Law and Jurisdiction

This Agreement is governed by the laws of the State of Delaware.

## Miscellaneous Provisions

### Amendments

This Agreement may be amended or modified only by a written agreement signed by both DocuPal Demo, LLC and ACME-1. No modification of this Agreement will be effective unless it is in writing and signed by authorized representatives of both parties.

### Notices

All notices regarding this Agreement must be delivered either by email or certified mail. Notices sent by certified mail will be deemed effective five (5) business days following mailing. Notices sent by email will be deemed effective upon confirmation of receipt.

### Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment without such consent will be void.

### Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

