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Introduction and Purpose

Introduction

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

Purpose

The purpose of this Agreement is to establish a streamlined and cost-effective method for resolving any disputes that may arise between Docupal Demo and ACME-1. Rather than pursuing resolution through court litigation, both parties agree that arbitration will serve as the exclusive forum for resolving disagreements. This approach offers a neutral and impartial process, utilizing a qualified arbitrator to render a final and binding decision.

Arbitration Clause

Docupal Demo, LLC and ACME-1 agree that any dispute arising from or related to this Agreement will be resolved through binding arbitration, not in court. This commitment to arbitrate is intended to be broad. It covers all claims and controversies, except for those related to intellectual property rights, which may be pursued in a court of law.

Arbitration Process

The arbitration will be conducted in accordance with the rules of the American Arbitration Association (AAA). A single arbitrator will be selected by mutual agreement of both parties. If we cannot agree on an arbitrator, the AAA will appoint one. The arbitrator should have expertise in the subject matter of this Agreement.



Location and Governing Law

The arbitration will take place in Anytown, CA, unless both parties agree to a different location. The laws of the State of California will govern the arbitration proceedings and the interpretation of this arbitration clause. The arbitrator's decision will be final and binding on both Docupal Demo, LLC and ACME-1. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Scope of Disputes

This Arbitration Agreement governs the resolution of all disputes arising out of or relating to the agreement between DocuPal Demo, LLC and ACME-1. It applies whether the dispute is based on contract, tort, statute, or any other legal or equitable theory.

Included Disputes

The disputes subject to arbitration include, but are not limited to:

- Breach of contract claims
- Disputes related to payment terms as defined in the underlying agreement

Excluded Disputes

This Arbitration Agreement does **not** apply to disputes concerning intellectual property rights, including but not limited to patents, trademarks, copyrights, and trade secrets. DocuPal Demo, LLC and ACME-1 agree that such disputes will be resolved in a court of competent jurisdiction.



Appointment and Qualifications of Arbitrators

Number of Arbitrators

A single arbitrator will preside over any arbitration conducted under this Agreement.

Arbitrator Qualifications

The arbitrator must be neutral and possess a minimum of ten (10) years of experience in contract law. The arbitrator shall be unbiased and have no prior or current relationship with either Docupal Demo, LLC or ACME-1, their respective affiliates, or any individuals or entities likely to be involved in the dispute.

Appointment Procedure

The parties will jointly endeavor to agree upon a suitable arbitrator within twenty (20) days of the Notice of Arbitration. If Docupal Demo, LLC and ACME-1 cannot agree on an arbitrator within this timeframe, the appointment will be made by [Arbitration Institution]. The [Arbitration Institution] will select an arbitrator meeting the qualifications outlined above. The parties agree to cooperate fully with the [Arbitration Institution] in this selection process.

Disclosure

Prior to appointment, any potential arbitrator must disclose any circumstances that could give rise to justifiable doubts as to their impartiality or independence. This obligation remains throughout the arbitration proceedings. Either party may challenge an arbitrator if such circumstances arise or are discovered after the appointment. The challenge procedure will be governed by the rules of the [Arbitration Institution].



Arbitration Procedures and Rules

The arbitration will be administered by the American Arbitration Association (AAA) in accordance with its rules.

Initiation of Arbitration

To begin the arbitration process, a party must submit a written demand for arbitration to the other party, providing a description of the dispute and the relief sought.

Selection of Arbitrator

A single arbitrator will be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator within twenty (20) days of the demand for arbitration, the AAA will appoint an arbitrator.

Preliminary Hearing

A preliminary hearing will be conducted with the arbitrator to establish the schedule for the arbitration, including deadlines for discovery and the final hearing.

Discovery

The parties will be permitted to conduct discovery, including the exchange of documents and information.

Final Hearing

The final hearing will be conducted virtually. Each party will have the opportunity to present evidence and arguments. All submissions must be made electronically.

Award

The arbitrator will issue a written award within thirty (30) days of the final hearing. The award will be final and binding on the parties.



Venue and Language of Arbitration

Venue of Arbitration

The arbitration proceedings between Docupal Demo, LLC and ACME-1 will be conducted virtually. This means all hearings, meetings, and other proceedings will take place online. This decision aims to reduce travel costs. It also reduces time. This is a practical and efficient approach for both parties.

Language of Arbitration

The language used throughout the arbitration will be English. All documents, testimony, and communication will be in English. This ensures clear understanding. It also avoids potential translation issues. Both Docupal Demo, LLC and ACME-1 agree to this language requirement.

Confidentiality

All information disclosed or exchanged during the course of the arbitration proceedings will be considered confidential. This includes, but is not limited to, documents, testimony, and any rulings or awards made by the arbitrator.

Scope of Confidentiality

The duty of confidentiality applies to all parties involved in the arbitration, including Docupal Demo, LLC, ACME-1, the arbitrator(s), witnesses, and any representatives or legal counsel. All such individuals will be required to sign a confidentiality agreement prior to the commencement of the arbitration.

Exceptions

The obligation of confidentiality will not apply where disclosure is required by law. If a party is legally compelled to disclose confidential information, that party must provide prompt notice to the other party, allowing them to seek a protective order or other appropriate remedy.



Enforcement

The parties agree that a breach of confidentiality could cause irreparable harm. Therefore, either party may seek injunctive relief to prevent or remedy any breach or threatened breach of this confidentiality provision, in addition to any other remedies available at law or equity.

Cost and Fees

All arbitration fees and associated costs will be shared equally between DocuPal Demo, LLC and ACME-1. This includes, but is not limited to, arbitrator fees, administrative fees, and facility costs related to the arbitration proceedings.

Advance Deposits

Each party will be responsible for remitting one-half of any required advance deposits as determined by the arbitration administrator. These deposits will cover anticipated costs and fees associated with the arbitration.

Fee Schedule

The specific fee schedule for the arbitrator(s) will be provided by the arbitration administrator upon their selection. This schedule will outline hourly or daily rates, as well as any other applicable charges. Both parties will review and approve the fee schedule before the arbitration commences.

Additional Costs

Each party will bear its own attorney fees, expert witness fees, and other costs related to preparing and presenting its case, unless otherwise determined by the arbitrator(s) as part of the final award.

Interim Measures and Injunctive Relief

ACME-1 and Docupal Demo, LLC both agree that either party may seek interim measures or temporary injunctive relief. This option remains available while arbitration proceedings are ongoing.



Authority to Grant Relief

Only courts of competent jurisdiction are empowered to grant these interim measures. This ensures access to immediate remedies if needed before the arbitration process concludes. The availability of such measures aims to protect each party's rights and interests during the dispute resolution process.

Enforcement and Finality of Award

The arbitration award will be final and binding on both Docupal Demo, LLC and ACME-1. Both parties agree to carry out the award without delay.

Recognition and Enforcement

Any court having jurisdiction may enter judgment upon the award. A party may seek enforcement of the award according to the laws of the jurisdiction where enforcement is sought. This might involve converting the award into a judgment in that jurisdiction.

Binding Nature

The arbitral award will resolve the dispute definitively. It will prevent either party from initiating a new claim in any forum regarding the same issues. The parties agree the award will have res judicata and collateral estoppel effect.

Governing Law and Jurisdiction

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

Enforcement

Any action to enforce an arbitration award, or for other judicial relief related to the arbitration, shall be brought in the courts of the State of Delaware. Both parties consent to the jurisdiction of such courts for these limited purposes.

Amendments and Termination

This Arbitration Agreement may be amended or terminated at any time. Any amendment to this Agreement must be in writing. It must also be signed by both Docupal Demo, LLC and ACME-1.

Amendment Procedure

To amend this Agreement, both parties must agree to the changes. The agreed-upon changes must be documented in a written amendment. This amendment becomes effective only when signed by authorized representatives of both Docupal Demo, LLC and ACME-1.

Termination

This Agreement can be terminated only by the mutual written consent of both parties. Termination is effective from the date specified in the written agreement of termination.

Miscellaneous Provisions

Notices

All notices regarding this Arbitration Agreement shall be in writing. Parties must send notices by email and certified mail to the addresses listed in this agreement. Docupal Demo, LLC's address is 23 Main St, Anytown, CA 90210. Acme, Inc's address is 3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA.

Severability

If any provision of this Arbitration Agreement is deemed invalid or unenforceable, the remaining provisions shall stay in full force and effect. The parties will replace the invalid provision with a valid one that achieves the original intent as closely as possible.



Waiver

No waiver of any provision of this Arbitration Agreement is effective unless explicitly made in writing and signed by the waiving party. A party's failure to exercise any right under this agreement does not waive that right or any other right.

Counterparts

This Arbitration Agreement may be executed in counterparts, each of which constitutes an original, and all of which, when taken together, constitute one and the same agreement.

