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Introduction and Purpose

This Mediation Agreement (the "Agreement") sets forth the terms and conditions for a mediation process between Acme, Inc ("ACME-1"), located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, and Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210, United States ("Docupal").

Purpose of Mediation

The primary goal of this Agreement is to facilitate a mutually agreeable resolution of any and all disputes arising from the contract entered into by ACME-1 and Docupal on January 1, 2024. This process will be facilitated by a mutually selected mediator.

Intent

ACME-1 and Docupal intend for this Agreement to provide a structured, confidential, and efficient framework for resolving disputes. This framework aims to avoid the necessity of litigation or arbitration, promoting a collaborative approach to reach a settlement that is satisfactory to both parties.

Appointment and Role of Mediator

Appointment of Mediator

The parties mutually agree to appoint a mediator to assist in resolving the dispute.

Selection Process

ACME-1 and Docupal Demo, LLC will jointly select a qualified and neutral mediator. The selection will be based on the mediator's experience, expertise, and availability.



Role and Responsibilities

The mediator's role is to facilitate discussions between the parties, promote understanding, and explore potential solutions. The mediator will help to identify key issues, clarify positions, and generate options for settlement. The mediator may offer suggestions and proposals but has no authority to impose a resolution on either party. The mediator's role is limited to facilitating the mediation process.

Replacement of Mediator

If either party believes the mediator is not fulfilling their duties or if the mediator becomes unavailable, the parties may mutually agree to replace the mediator with another qualified individual.

Confidentiality and Privacy

All information disclosed or exchanged during the mediation sessions is confidential. This includes, but is not limited to, statements made by any party, documents prepared for or presented during the mediation, and any opinions expressed by the mediator.

Scope of Confidentiality

Docupal Demo, LLC, ACME-1, and the mediator will keep all mediation-related information strictly confidential. No party will disclose this information to any non-party. This duty applies whether or not a settlement is reached.

Exceptions

Confidentiality will not apply where disclosure is required by law.

Breach of Confidentiality

Any breach of this confidentiality provision will create liability for actual damages to the injured party. This applies to Docupal Demo, LLC, ACME-1, and the mediator. The parties agree that maintaining confidentiality is essential to the mediation process.



Mediation Process and Procedures

The mediation will follow the Model Mediation Procedure for Business Disputes. The parties agree to participate in mediation in good faith.

Scheduling and Communication

The initial mediation session will occur within 30 days of the date one party notifies the other of its desire to mediate. All communication between the parties related to the mediation will be managed through the mediator. This ensures clear and neutral communication throughout the process.

Mediation Sessions

The mediator will conduct the mediation sessions. These sessions will provide a structured forum for the parties to present their perspectives and explore potential resolutions. The mediator will help facilitate discussion. This includes identifying key issues and encouraging creative problem-solving. The goal is to reach a mutually agreeable settlement.

The parties, with the mediator's assistance, will determine the format and location of the sessions. Sessions can be in person, virtual, or a combination of both. The parties will cooperate with the mediator. This will ensure a productive and efficient mediation process. All parties will make sure to make themselves available and respond promptly to requests from the mediator.

Settlement Terms and Agreement

Reaching a Settlement

The parties will engage in good-faith negotiations during the mediation process. The goal is to reach a mutually agreeable resolution to the dispute. Settlement discussions are confidential and without prejudice. This means they cannot be used against either party in later proceedings if mediation fails.



Documenting the Settlement

If the parties reach an agreement, the terms will be documented in a written settlement agreement. This agreement must be signed by all parties involved to become effective. The written agreement will outline all agreed-upon terms and conditions. It will also specify the actions each party must take to fulfill the settlement.

Legal Binding

The settlement agreement is a legally binding contract once signed. Each party is obligated to adhere to its terms. Failure to comply with the settlement agreement may result in legal action to enforce it. The agreement may be filed with a court of competent jurisdiction to ensure enforceability.

Failure to Reach Settlement

If the parties cannot reach a settlement through mediation, either party may pursue other legal remedies. These remedies may include litigation or arbitration, as defined in the original contract between ACME-1 and Docupal Demo, LLC. The mediator will not be called as a witness in any subsequent proceedings.

Fees and Costs

Docupal Demo, LLC and ACME-1 will equally share the fees and costs associated with the mediation. This includes the mediator's fees, and any administrative charges.

Payment Terms

Each party will pay their share within thirty (30) days of receiving an invoice. Invoices will detail all fees and costs incurred. Late payments may incur interest at a rate of one percent (1%) per month, or the maximum rate allowed by law, whichever is lower.



Termination and Withdrawal

Termination

This mediation will end under the following conditions:

- Upon either party providing written notice of termination.
- Upon completion of the mediation process.

Withdrawal

Either party may withdraw from the mediation process. Withdrawal requires written notice to both the mediator and the other party.

Effects of Termination

Termination or withdrawal allows either party to pursue other available legal remedies. This includes, but is not limited to, litigation or arbitration. Termination does not prevent either party from initiating such actions.

Applicable Law and Jurisdiction

This Mediation Agreement is governed by the laws of the State of Delaware, without regard to its conflict of laws principles. This means that Delaware law will be used to interpret and enforce this agreement.

Dispute Resolution Location

Any legal action or proceeding relating to this Mediation Agreement, or any agreement resulting from it, will be brought in the state or federal courts located in Wilmington, Delaware. Both Acme, Inc. and Docupal Demo, LLC consent to the exclusive jurisdiction and venue of these courts.



General Provisions and Signatures

This Mediation Agreement represents the entire understanding between DocuPal Demo, LLC and Acme, Inc. regarding the mediation process. It supersedes any prior agreements or discussions, whether oral or written.

Amendments

No changes to this agreement will be valid unless made in writing and signed by both DocuPal Demo, LLC and Acme, Inc.

Signatures

By signing below, both parties acknowledge they have read, understood, and agree to all the terms and conditions outlined in this Mediation Agreement.

DocuPal Demo, LLC

Signature

Printed Name

Date

Acme, Inc.

Signature

Printed Name

Date

