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Introduction and Purpose

This Freight Forwarding Agreement, effective as of August 9, 2025, outlines the terms and conditions under which Docupal Demo, LLC, a United States company located at 23 Main St, Anytown, CA 90210, will provide freight forwarding services to Acme, Inc ("ACME-1"), a business entity located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose of Agreement

The purpose of this agreement is to establish a clear understanding of the responsibilities, obligations, and liabilities of both parties. This includes, but is not limited to, the scope of services, payment terms, insurance requirements, confidentiality protocols, and procedures for termination and dispute resolution.

Scope of Services

Docupal Demo, LLC will provide comprehensive freight forwarding services to ACME-1, encompassing all types of freight via air, sea, and land transportation. These services include the coordination and management of shipments from origin to destination, as further defined in subsequent sections of this agreement.

Definitions and Interpretations

Definitions

For this Freight Forwarding Agreement, these terms have specific meanings:

- **Freight:** Any goods, wares, merchandise, articles, and/or cargo of any kind to be shipped.
- **Services:** The freight forwarding services Docupal Demo, LLC will provide to ACME-1, including but not limited to arranging transportation, documentation, customs clearance, and insurance.
- **Liabilities:** All responsibilities, debts, claims, demands, penalties, fines, costs, expenses, and legal obligations of any kind.



- **Force Majeure:** Events beyond reasonable control, such as acts of God, war, terrorism, or government regulations, that prevent a party from fulfilling its obligations.

Interpretation

This Agreement should be interpreted according to the common practices within the freight forwarding industry. Any ambiguous terms will be interpreted based on the intent of both Docupal Demo, LLC and ACME-1. The headings used in this Agreement are for ease of reference only and do not affect its interpretation. Unless the context requires otherwise, words in the singular include the plural and vice versa.

Scope of Services

Docupal Demo, LLC ("Forwarder") will provide freight forwarding and related logistics services to Acme, Inc. ("Client") according to the terms of this Agreement. These services encompass arranging the transportation of Client's goods via air, sea, and land, globally, where legally permissible.

Core Freight Forwarding Services

The Forwarder's primary responsibility involves coordinating the movement of Client's freight from origin to destination. This includes, but is not limited to:

- **Transportation Arrangement:** Selecting appropriate carriers and modes of transport based on Client's needs, considering factors such as cost, speed, and security.
- **Documentation:** Preparing and processing all necessary shipping documents, including bills of lading, packing lists, commercial invoices, and customs declarations.
- **Customs Clearance:** Managing the customs clearance process, including the submission of required documentation and payment of duties and taxes.
- **Warehousing:** Providing secure warehousing facilities for temporary storage of Client's goods, if required.



Additional Logistics Services

In addition to core freight forwarding services, the Forwarder will also offer the following related logistics services:

- **Customs Brokerage:** Acting as the Client's agent in dealing with customs authorities, ensuring compliance with all applicable regulations.
- **Warehousing and Distribution:** Managing the storage and distribution of Client's goods, including inventory management, order fulfillment, and transportation to final destinations.
- **Other Value-Added Services:** Providing other logistics services as mutually agreed upon by both parties.

Duties and Responsibilities of the Forwarder

Docupal Demo, LLC will act as the freight forwarder for ACME-1, arranging the transportation of goods as per the terms of this agreement. This includes coordinating the movement of freight from its origin to its final destination.

Core Responsibilities

Docupal Demo, LLC will manage all aspects of the freight forwarding process, including:

- Selecting appropriate carriers and transportation routes.
- Preparing and processing all necessary shipping documentation.
- Ensuring compliance with all applicable laws and regulations, including customs regulations.
- Handling customs clearance procedures.
- Providing regular shipment tracking updates to ACME-1.
- Delivering detailed reports on the services provided.

Regulatory Compliance

Docupal Demo, LLC will maintain up-to-date knowledge of all relevant transportation laws and regulations. We will implement and maintain compliance procedures and conduct regular audits to ensure adherence to these regulations.



This includes staying informed about changes in customs regulations, import/export restrictions, and other relevant legal requirements.

Communication and Reporting

Docupal Demo, LLC will provide regular updates to ACME-1 regarding the status of their shipments. This includes providing tracking information, notifying ACME-1 of any delays or issues, and responding promptly to inquiries. We will also provide detailed reports on the services provided, including information on costs, transit times, and any other relevant data.

Duties and Responsibilities of the Client

ACME-1 is responsible for providing Docupal Demo, LLC with accurate and complete information about each shipment. This includes the weight, dimensions, value, and final destination of the goods. ACME-1 must also supply all necessary documentation required for customs clearance and delivery in a timely manner.

Payment Obligations

ACME-1 agrees to pay Docupal Demo, LLC all agreed-upon fees and charges as outlined in this agreement. Payments must be made according to the payment schedule. ACME-1 is responsible for any additional costs incurred due to inaccurate information or delays caused by ACME-1.

Cooperation for Customs and Delivery

ACME-1 will fully cooperate with Docupal Demo, LLC to facilitate smooth customs clearance and delivery of shipments. This includes providing assistance and documentation as needed. ACME-1 is responsible for complying with all applicable laws and regulations related to the import and export of their goods.



Payment Terms and Conditions

Fees and Invoicing

Docupal Demo, LLC's fees will be based on a combination of factors. These include the shipment's weight, dimensions, destination, and the specific services required by ACME-1. Docupal Demo, LLC will provide a detailed invoice to ACME-1 for all freight forwarding services rendered.

Payment Methods

ACME-1 can make payments via bank transfer, credit card, or other mutually agreed-upon methods. All payments must be made in United States Dollars (USD), Docupal Demo, LLC's base currency.

Payment Timeline

ACME-1 will remit payment within thirty (30) days from the date of the invoice.

Late Payments

Late payment penalties will accrue at a rate of 1.5% per month on any outstanding balance. This will be applied starting from the invoice due date until the date the payment is received. Docupal Demo, LLC reserves the right to suspend services for ACME-1 in the event of consistently late payments or failure to pay.

Liability and Insurance

Liability

Docupal Demo, LLC assumes liability for direct damages arising from its negligence or willful misconduct. This liability is limited to the extent of provable direct damages. Docupal Demo, LLC will not be liable for any indirect, consequential, or special damages, even if advised of the possibility of such damages.



Insurance

Acme, Inc is responsible for securing adequate all-risks cargo insurance to cover potential losses or damages during transit. Docupal Demo, LLC recommends that Acme, Inc obtain sufficient insurance coverage to protect its interests fully.

Claims Procedure

Any claims against Docupal Demo, LLC must be submitted in writing. The written claim must be made within 30 days of the date of the incident giving rise to the claim. All claims must be supported by appropriate documentation, including but not limited to:

- Original invoices
- Packing lists
- Inspection reports
- Photographs
- Any other relevant evidence

Failure to submit a claim within the specified timeframe or to provide adequate supporting documentation may result in the denial of the claim. Docupal Demo, LLC will review all submitted claims and respond within a reasonable timeframe.

Force Majeure

Docupal Demo, LLC and ACME-1 will not be liable for any failure to perform their obligations under this Agreement. This applies if the failure results from events beyond their reasonable control.

Qualifying Events

These events include, but are not limited to:

- Acts of God
- War
- Terrorism
- Government regulations
- Other unforeseeable events

Notification

If a force majeure event occurs, the affected party must provide written notice to the other party. This notice should be given as soon as reasonably possible. It must detail the nature of the event and its expected duration.

Effect on Obligations

During the force majeure event, both Docupal Demo, LLC and ACME-1's obligations under this Agreement are suspended to the extent they are affected by the event. Each party will use reasonable efforts to mitigate the impact of the force majeure event and resume performance as soon as reasonably practicable.

Confidentiality

Both Docupal Demo, LLC and ACME-1 agree to keep confidential all sensitive information. This includes pricing, customer lists, and other proprietary business information.

Scope of Confidential Information

Confidential information includes, but is not limited to: business plans, financial data, and operational strategies. It also covers any information clearly marked as confidential.

Exceptions

The obligations of confidentiality 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.

Non-Disclosure Obligations

Both parties agree not to disclose confidential information to any third party. They will protect the confidentiality of such information with the same degree of care they use to protect their own confidential information, but no less than reasonable



care. This obligation remains in effect even after the termination of this Freight Forwarding Agreement.

Term and Termination

This Agreement will begin on August 9, 2025, and will continue for one year. After the initial year, this Agreement will automatically renew for additional one-year terms.

Termination

Either party may terminate this Agreement under the following circumstances:

- **Material Breach:** If either party materially breaches any provision of this Agreement, the other party may terminate the Agreement by providing sixty (60) days written notice. The notice must specify the nature of the breach. Termination will be effective if the breaching party fails to cure the breach within the sixty-day period.
- **Insolvency:** Either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, enters into bankruptcy, or makes an assignment for the benefit of creditors.
- **Mutual Agreement:** This Agreement may be terminated at any time by mutual written agreement of both Docupal Demo, LLC and ACME-1.
- **Without Cause:** Either party may terminate this agreement without cause with sixty (60) days written notice to the other party.

Dispute Resolution

Docupal Demo, LLC and ACME-1 will attempt to resolve any disputes arising under this Agreement through good faith negotiations. Either party may initiate such negotiations by providing written notice to the other party, outlining the details of the dispute.

Escalation

If the initial negotiations do not resolve the dispute, either party may escalate the matter to their respective senior management. Senior management will then have a period of thirty (30) days to resolve the dispute.



Mediation and Arbitration

If senior management cannot resolve the dispute, the parties agree to first attempt to settle the dispute by mediation, administered by a mutually agreed upon mediator. The mediation will be held in Anytown, California. If mediation is unsuccessful, any unresolved controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered in accordance with the rules of the American Arbitration Association. The arbitration will be held in Anytown, California. The decision of the arbitrator shall be final and binding on both parties.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California, without regard to its conflict of laws principles. The jurisdiction for all dispute resolution proceedings shall be in Anytown, California, where Docupal Demo, LLC is located.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware. This applies without regard to its conflict of laws principles. All disputes, claims, or actions arising from or related to this Agreement will be resolved under Delaware law. This ensures a consistent legal framework for interpreting and enforcing the terms outlined in this Freight Forwarding Agreement. Both DocuPal Demo, LLC and ACME-1 agree to this governing law, indicating their consent to resolve any legal matters within the jurisdiction of Delaware.

Miscellaneous Provisions

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.



Amendments

Any amendment or modification to this Agreement must be in writing and signed by authorized representatives of both Docupal Demo, LLC and ACME-1.

Notices

All notices and other communications under this Agreement must be in writing and will be considered duly given if delivered by email or sent by certified mail, return receipt requested, to the respective addresses of the parties as listed in this Agreement.

Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 relating to the subject matter herein. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Docupal Demo, LLC and ACME-1 with respect to the subject matter of this Agreement.

Signatures and Execution

This Freight Forwarding Agreement becomes effective as of the date of the last signature below.

Agreement

DocuPal Demo, LLC and Acme, Inc. agree to all the terms and conditions outlined in this agreement. Both parties confirm their understanding and acceptance by signing below. Electronic signatures are permitted and carry the same legal weight as handwritten signatures.

Signatures

DocuPal Demo, LLC

By: _____

Name: [Name]



Title: _____

Date: _____

Acme, Inc

By: _____

Name: [Name]

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below. Please ensure that both parties carefully review the agreement before signing, understanding that their signatures indicate full acceptance of all terms and conditions. Each party should retain a copy of this signed agreement for their records.

