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Introduction and Purpose

Introduction

This Fulfillment 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 set forth the terms and conditions under which Docupal Demo will provide fulfillment services to ACME-1. This includes, but is not limited to, receiving, storing, packing, and shipping ACME-1's products to its customers. This Agreement defines the responsibilities, obligations, and liabilities of both parties to ensure a clear understanding of the fulfillment process and to foster a mutually beneficial business relationship.

Definitions and Interpretations

Definitions

For the purposes of this Fulfillment Agreement, the following terms shall have the meanings set forth below:

- **Client** refers to Acme, Inc (ACME-1), a business entity located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.
- **Confidential Information** means any and all non-public, proprietary information disclosed by one party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects. This includes, but is not limited to, business plans, customer lists, financial information, and technical data.



- **Fulfillment Services** encompass all activities undertaken by Docupal Demo, LLC to process, pack, and ship Orders on behalf of the Client, as further described in Exhibit A.
- **Order** signifies a request from a customer of ACME-1 to purchase products, which ACME-1 then transmits to Docupal Demo, LLC for fulfillment.
- **Provider** means Docupal Demo, LLC, a company organized in United States, with its address at 23 Main St, Anytown, CA 90210.

Interpretation

In this Agreement, unless the context otherwise requires: words in the singular shall include the plural and vice versa; references to persons shall include bodies corporate, unincorporated associations and partnerships; "including" means "including without limitation". The headings are for convenience only and do not affect the interpretation of this Agreement. The base currency for all financial transactions related to this agreement is USD.

Scope of Services and Responsibilities

Docupal Demo, LLC will provide fulfillment services to ACME-1, encompassing order processing, warehousing, packaging, and shipping of ACME-1's products. ACME-1 retains responsibility for marketing, customer service, and providing accurate product information.

Docupal Demo, LLC Responsibilities

Docupal Demo, LLC will perform the following services:

- **Order Processing:** Receiving and processing orders submitted by ACME-1's customers through ACME-1's designated sales channels. This includes verifying order details, confirming product availability, and preparing orders for fulfillment.
- **Warehousing:** Providing secure and climate-controlled storage for ACME-1's inventory at Docupal Demo, LLC's warehouse located at 23 Main St, Anytown, CA 90210. Docupal Demo, LLC will maintain accurate inventory records and conduct regular stock audits.



- **Packaging:** Packaging ACME-1's products in appropriate materials to ensure safe delivery to customers. This includes selecting suitable boxes, cushioning, and protective wrapping. Docupal Demo, LLC will adhere to ACME-1's packaging guidelines.
- **Shipping:** Arranging for the shipment of orders to ACME-1's customers using reputable carriers. Docupal Demo, LLC will provide tracking information to ACME-1 and its customers.

ACME-1 Responsibilities

ACME-1 will be responsible for the following:

- **Marketing:** All marketing and promotional activities related to its products.
- **Customer Service:** Handling all customer inquiries, complaints, and returns.
- **Product Information:** Providing accurate and up-to-date product information to Docupal Demo, LLC, including product descriptions, dimensions, and weights. ACME-1 is responsible for ensuring that all product information is compliant with applicable laws and regulations.
- **Inventory Levels:** Maintaining adequate inventory levels at Docupal Demo, LLC's warehouse to meet customer demand. ACME-1 will provide Docupal Demo, LLC with regular forecasts of anticipated demand.

Service Levels and Standards

Docupal Demo, LLC will maintain service levels and standards through the tracking of Key Performance Indicators (KPIs). Regular performance reviews will be conducted with ACME-1 to assess performance against agreed-upon targets and identify areas for improvement. These KPIs may include order fulfillment accuracy, on-time shipping rates, and inventory management accuracy.

Order Processing and Delivery Terms

Order Processing

ACME-1 will submit all orders electronically through DocuPal Demo, LLC's designated online portal. DocuPal Demo, LLC will confirm receipt and acceptance (or rejection) of each order within 24 hours of its submission. Order acceptance is subject to product availability and compliance with agreed-upon terms.



Delivery Schedules and Methods

Delivery schedules will be established in writing for each order. DocuPal Demo, LLC offers standard and expedited shipping methods. Specific delivery times will vary based on the selected shipping method and destination.

Acceptance of Goods

ACME-1 must inspect all deliveries upon receipt. Any discrepancies, damages, or shortages must be reported to DocuPal Demo, LLC within 72 hours of delivery. Failure to report within this timeframe will constitute acceptance of the goods.

Order Fulfillment Flowchart

Here's a simple overview of the order fulfillment process:

Payment Terms and Pricing

The pricing and fees applicable to the fulfillment services provided by Docupal Demo, LLC to ACME-1 are detailed in **Schedule A** attached to this Agreement. ACME-1 agrees to pay Docupal Demo, LLC according to the terms outlined therein.

Invoicing and Payment Schedule

Docupal Demo, LLC will submit invoices to ACME-1 for services rendered. ACME-1 shall remit payment in full within thirty (30) days from the date of each invoice. Payments should be made in United States Dollars (USD).

Late Payments

In the event that ACME-1 fails to make payment within the stipulated thirty (30) day period, Docupal Demo, LLC reserves the right to charge a late payment fee of one percent (1%) per month on the outstanding balance, or the highest rate permitted by applicable law, whichever is lower, until the balance is paid in full. Continued failure to remit payment may result in suspension of fulfillment services, until all outstanding balances, including late fees, are settled.



For example, the following chart compares the standard and premium fee structures:

Confidentiality and Data Protection

Docupal Demo, LLC ("Producer") and Acme, Inc ("Client") acknowledge that during the term of this Fulfillment Agreement, each party may have access to confidential information belonging to the other party. Confidential information includes, but is not limited to, customer data, pricing information, and proprietary business processes. Both parties agree to protect this information with the same degree of care they use to protect their own confidential information, but no less than reasonable care.

Data Privacy

To ensure data privacy, the Producer will encrypt all data and store it securely. The Producer will comply with all relevant data protection laws, including GDPR and CCPA. The Producer will implement and maintain appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access.

Permitted Use

Confidential Information shall be used by the receiving party only for the purpose of fulfilling its obligations under this Fulfillment Agreement. Disclosure of Confidential Information to employees, agents, or subcontractors is permitted only on a need-to-know basis and provided that such individuals are bound by confidentiality obligations no less restrictive than those contained herein.

Liability and Indemnification

Limitation of Liability

Docupal Demo, LLC's liability for any claim related to this Fulfillment Agreement will not exceed the total fees paid by ACME-1 to Docupal Demo, LLC during the six (6) months preceding the date the claim arises. Neither party is liable for any



indirect, incidental, special, or consequential damages, including lost profits, arising out of or related to this Agreement. This limitation applies even if a party has been advised of the possibility of such damages.

Indemnification

ACME-1 agrees to indemnify, defend, and hold harmless Docupal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- ACME-1's products or services.
- ACME-1's breach of this Agreement.
- ACME-1's violation of any applicable law or regulation.

Docupal Demo, LLC agrees to indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Docupal Demo, LLC's gross negligence or willful misconduct in performing its obligations under this Agreement.
- Docupal Demo, LLC's breach of this Agreement.
- Docupal Demo, LLC's violation of any applicable law or regulation.

Insurance

Docupal Demo, LLC will maintain, at its sole cost and expense, adequate insurance coverage, including but not limited to commercial general liability insurance, to cover its obligations and potential liabilities under this Fulfillment Agreement. Docupal Demo, LLC will provide ACME-1 with certificates of insurance evidencing such coverage upon request.



Term and Termination

Term

This Fulfillment Agreement will begin on August 9, 2025. The initial term of this Agreement is one year. After the initial term, this Agreement will automatically renew for additional one-year terms.

Termination

Either party may terminate this Agreement under the following conditions:

- **Material Breach:** If either party materially breaches this Agreement, the non-breaching party may terminate this Agreement.
- **Insolvency:** Either party may terminate this Agreement if the other party becomes insolvent or enters into bankruptcy.
- **Failure to Meet Service Levels:** Docupal Demo, LLC may terminate this agreement if ACME-1 fails to meet the agreed-upon service levels, after written notice and a reasonable opportunity to cure.
- Either party can terminate the agreement by providing written notice to the other party [NUMBER] days prior to the desired termination date.

Post-Termination Obligations

Upon termination of this Agreement, ACME-1 must return all confidential information belonging to Docupal Demo, LLC. Docupal Demo, LLC will be responsible for providing final payment for all services rendered up to the termination date.

Dispute Resolution

Docupal Demo, LLC and ACME-1 agree to resolve any disputes arising from this Fulfillment Agreement through the following methods.



Mediation

First, both parties will attempt to resolve any dispute through good-faith mediation. Either party may initiate mediation by providing written notice to the other party. Both parties will mutually select a mediator. The mediation will be held in a location agreed upon by both parties.

Arbitration

If mediation is unsuccessful, any unresolved dispute will be settled by binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. A single arbitrator will be selected by mutual agreement of both parties. The arbitrator's decision will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Governing Law

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

Miscellaneous Provisions

Force Majeure

Neither party will be liable for delays or failures in performance resulting from acts of God, war, riots, fire, or other events beyond its reasonable control. The affected party must promptly notify the other party of such an event.

Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party, except in the case of a merger, acquisition, or sale of all or substantially all of its assets.



Amendments

Any amendment 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 related to this Agreement must be in writing and will be considered duly given if sent by email or certified mail to the designated contact persons at the addresses listed in this Agreement.

