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Introduction and Purpose

This Environmental Impact 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 ("Contractor"), and Acme, Inc ("ACME-1"), a business organized under the laws of United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Client").

Objective

The primary objective of this Agreement is to establish a framework for assessing and mitigating the potential environmental impacts associated with ACME-1's new manufacturing facility project. This includes identifying potential environmental risks, implementing appropriate mitigation measures, and ensuring ongoing monitoring and compliance with all applicable environmental laws and regulations.

Project Overview

ACME-1 is undertaking the construction of a new manufacturing facility at its Wilsonville, Oregon site. This project is subject to various environmental regulations and requires a comprehensive assessment of its potential impacts on the surrounding environment. This Agreement outlines the responsibilities of both parties in ensuring the project is executed in an environmentally responsible and sustainable manner.

Scope

This Agreement defines the roles, responsibilities, and procedures for managing environmental impacts throughout the project lifecycle. It covers key areas, including:

- Impact Identification
- Mitigation Measures
- Monitoring and Reporting
- Compliance
- Stakeholder Engagement
- Dispute Resolution



- Data Privacy
- Liability

By adhering to the terms of this Agreement, both DocuPal Demo, LLC and ACME-1 commit to minimizing the environmental footprint of the new manufacturing facility and promoting sustainable practices.

Definitions and Interpretations

For the purposes of this Environmental Impact Agreement, the following definitions shall apply:

Defined Terms

- **Environmental Impact:** Any alteration to the environment, whether adverse or beneficial, wholly or partially resulting from ACME-1's activities related to the manufacturing facility project. This includes impacts on air quality, water resources, soil, biodiversity, and human health.
- **Mitigation Measures:** Specific actions and strategies designed to avoid, minimize, rectify, reduce, or compensate for the environmental impacts of the project. These measures are detailed in the Environmental Management Plan.
- **Baseline Data:** The information gathered to describe the existing environmental conditions at the project site prior to the commencement of construction or operation. This data serves as a reference point for monitoring environmental changes during and after the project.
- **Compliance Standards:** All applicable environmental laws, regulations, permits, licenses, and other legal requirements imposed by local, state, and federal authorities, as well as any international environmental agreements to which ACME-1 is a signatory.

Interpretation

In this Agreement, unless the context otherwise requires:

- Words in the singular include the plural and vice versa.



- Any reference to a statute, regulation, or similar instrument shall be construed as a reference to that statute, regulation, or instrument as amended or re-enacted.
- Ambiguous terms shall be interpreted in accordance with applicable environmental laws and regulations, and in a manner that best protects the environment. The laws of the United States govern this agreement.

Environmental Impact Assessment Summary

The environmental impact assessment (EIA) for ACME-1's new manufacturing facility project has been conducted to identify and evaluate potential environmental consequences. This assessment follows the ISO 14001 standards. Data was gathered from government environmental databases, on-site surveys, and specialist reports from third parties.

Key Environmental Impacts

The EIA has identified several key areas of potential environmental impact:

- **Air Pollution:** Facility operations may release pollutants into the air.
- **Water Contamination:** There is a risk of water contamination from industrial discharge and runoff.
- **Habitat Destruction:** Construction and operation could lead to the destruction of existing habitats.
- **Noise Pollution:** Facility activities may generate noise that affects surrounding areas.
- **Waste Generation:** The manufacturing process will produce waste materials requiring proper management.

Impact Severity

The following chart illustrates the relative severity of each impact category:

Note: Severity is rated on a scale of 0-100, with 100 being the most severe.



Assessment Methodology

The EIA process adhered to the ISO 14001 framework. This included:

1. **Screening:** Determining if an EIA was necessary.
2. **Scoping:** Identifying the key issues and impacts to be considered.
3. **Impact Analysis:** Predicting the likely environmental consequences.
4. **Mitigation:** Proposing measures to reduce or avoid negative impacts.
5. **Reporting:** Documenting the findings of the EIA.

Data Sources

The EIA relied on a range of data sources to ensure accuracy and comprehensiveness:

- **Government Environmental Databases:** Data from regulatory agencies regarding air and water quality, protected species, and waste management.
- **On-Site Surveys:** Field studies to assess existing environmental conditions, including flora, fauna, and soil characteristics.
- **Third-Party Specialist Reports:** Expert opinions and data from consultants specializing in areas such as air quality modeling, noise assessment, and ecological surveys.

Mitigation Measures and Responsibilities

This section details the specific actions to be taken to mitigate the environmental impacts of ACME-1's new manufacturing facility project. It clearly defines who is responsible for each action and the corresponding deadlines. DocuPal Demo, LLC will provide oversight for all mitigation activities.

Air Quality

To minimize air pollution, ACME-1 will install high-efficiency air filters at the manufacturing facility. These filters are designed to capture particulate matter and other pollutants. ACME-1 is responsible for the procurement, installation, and



maintenance of these filters. The deadline for complete installation is six months from the effective date of this agreement.

Water Quality

ACME-1 will construct and operate a wastewater treatment plant on-site. This plant will treat all wastewater generated by the manufacturing processes before discharge. The treated water must meet or exceed all applicable regulatory standards. ACME-1 bears full responsibility for the design, construction, operation, and maintenance of the wastewater treatment plant. The deadline for the wastewater treatment plant to be fully operational is twelve months from the effective date of this agreement.

Habitat and Biodiversity

ACME-1 will undertake a habitat restoration project to offset any impacts on local flora and fauna. This project will involve restoring degraded areas and creating new habitats to support biodiversity. ACME-1 is responsible for developing and implementing the habitat restoration plan. This includes site preparation, planting native species, and ongoing monitoring. The deadline for the completion of habitat restoration is eighteen months from the effective date of this agreement.

Noise Pollution

To reduce noise pollution affecting the surrounding community, ACME-1 will install noise barriers around the perimeter of the manufacturing facility. These barriers will be strategically placed to minimize noise transmission. ACME-1 is responsible for selecting, installing, and maintaining these noise barriers. The deadline for complete installation of the noise barriers is six months from the effective date of this agreement.

Waste Management

ACME-1 will implement a comprehensive waste recycling program to minimize the amount of waste sent to landfills. This program will include source separation, recycling of materials such as paper, plastic, and metal, and composting of organic waste. ACME-1 is responsible for establishing and managing the waste recycling program. This includes providing recycling bins, training employees, and contracting with recycling service providers. The waste recycling program must be fully operational within three months of the effective date of this agreement.



Mitigation Measures Summary

Mitigation Measure	Responsible Party	Deadline (Months)
Air Filters	ACME-1	6
Wastewater Treatment Plant	ACME-1	12
Habitat Restoration	ACME-1	18
Noise Barriers	ACME-1	6
Waste Recycling Program	ACME-1	3

Environmental Monitoring and Reporting

Environmental Monitoring and Reporting Plan

This section details the environmental monitoring and reporting procedures for the ACME-1 manufacturing facility project. Docupal Demo, LLC, and ACME-1 will use these procedures to track environmental performance and ensure compliance with regulations.

Monitoring Parameters

ACME-1 will monitor the following environmental indicators throughout the project lifecycle:

- **Air Quality:** We will measure particulate matter (PM_{2.5}), nitrogen oxides (NO_x), and sulfur dioxide (SO₂) concentrations.
- **Water Quality:** We will assess pH, biochemical oxygen demand (BOD), and chemical oxygen demand (COD) levels in water samples.
- **Habitat Biodiversity:** A habitat biodiversity index will be calculated to assess the impact on local ecosystems.
- **Noise Levels:** Noise levels will be measured in decibels (dB) at designated locations.



Monitoring Frequency and Reporting

ACME-1 will prepare quarterly environmental monitoring reports. These reports will be submitted in PDF format. Each report will include:

- Data tables showing the measured values for each environmental indicator.
- Charts and graphs illustrating trends and comparisons against regulatory limits.
- An analysis of the data, including any exceedances or deviations from expected values.
- Corrective actions taken or planned in response to any identified issues.

Data Review and Approval

ACME-1's Environmental Manager will review all monitoring data. A designated representative from Docupal Demo, LLC will also review the data. Both parties must approve the monitoring reports before submission to relevant regulatory agencies. This dual review process ensures data quality and accuracy.

Compliance with Laws and Regulations

ACME-1 must conduct its activities in strict compliance with all applicable environmental laws and regulations. This includes local environmental regulations, the National Environmental Policy Act (NEPA), and guidelines established by ISO 14001.

Applicable Laws and Regulations

ACME-1 will adhere to all relevant environmental protection laws and regulations at the local, state, and federal levels. These laws govern air quality, water quality, waste management, and the handling of hazardous materials. ACME-1 will stay informed about any changes to these laws and regulations and update its practices accordingly.

Required Permits

ACME-1 is responsible for securing and maintaining all necessary environmental permits for the manufacturing facility project. These permits include, but are not limited to:



- **Air Emission Permit:** To regulate the release of pollutants into the atmosphere.
- **Wastewater Discharge Permit:** To control the discharge of treated wastewater into water bodies.
- **Construction Permit:** To ensure environmentally sound construction practices.

ACME-1 will ensure that all permit conditions are met and that permits are renewed in a timely manner.

Regulatory Obligations

ACME-1 is obligated to:

- Implement environmental management systems to monitor and minimize environmental impacts.
- Conduct regular environmental audits to ensure compliance.
- Report any environmental incidents or violations to the appropriate regulatory agencies.
- Provide environmental training to its employees.

Enforcement and Penalties

Non-compliance with environmental laws and regulations may result in significant penalties. These penalties can include:

- **Fines:** Monetary penalties for violations.
- **Project Delays:** Suspension of project activities until compliance is achieved.
- **Legal Action:** Lawsuits and other legal proceedings.
- **Remediation Costs:** Expenses associated with cleaning up environmental damage.

ACME-1 will take all necessary measures to avoid non-compliance and to promptly address any violations that may occur.



Stakeholder Engagement and Communication

Docupal Demo, LLC recognizes the importance of proactive and transparent communication with all stakeholders affected by ACME-1's manufacturing facility project. This section outlines our commitment to engaging with the local community, environmental NGOs, regulatory agencies, and employees throughout the project lifecycle.

Identification of Key Stakeholders

Key stakeholders for this project include:

- The local community surrounding the facility.
- Environmental non-governmental organizations (NGOs) operating in the region.
- Relevant regulatory agencies at the local, state, and federal levels.
- ACME-1 employees working at the manufacturing facility.

Communication Channels

We will utilize a variety of communication channels to ensure information is readily accessible and feedback can be easily provided. These channels include:

- **Email:** Regular email updates will be sent to registered stakeholders.
- **Website:** A dedicated project website will host all relevant documents, updates, and contact information.
- **Public Forums:** Public meetings will be held at key project milestones to provide updates and gather feedback.
- **Newsletters:** Periodic newsletters will summarize project progress and highlight upcoming engagement opportunities.

Feedback Mechanisms

We are committed to actively soliciting and addressing stakeholder feedback. The following mechanisms will be used to collect input:



- **Public Meetings:** These forums will provide opportunities for stakeholders to ask questions and share concerns directly with the project team.
- **Online Surveys:** Online surveys will be distributed to gather feedback on specific aspects of the project.
- **Direct Communication:** Stakeholders can contact the project team directly via phone or email with any questions or concerns.

All feedback received will be carefully reviewed and considered. Responses to key concerns will be made publicly available on the project website. We will document all feedback received and the actions taken in response. This ensures transparency and accountability in our stakeholder engagement process.

Commitment to Transparency

Docupal Demo, LLC is dedicated to maintaining open and honest communication with all stakeholders. We believe that proactive engagement and transparent information sharing are essential for building trust and ensuring the success of this project.

Conflict Resolution and Dispute Management

Docupal Demo, LLC and ACME-1 are committed to resolving any conflicts or disputes arising under this Environmental Impact Agreement in an efficient and amicable manner. The parties will first attempt to resolve any disagreements through good-faith negotiation.

Negotiation

Upon notification of a dispute, designated representatives from both Docupal Demo, LLC and ACME-1 will meet within 10 business days to discuss the issue and attempt to reach a mutually acceptable resolution. This negotiation period will last no more than 30 days, unless both parties agree to extend it.



Mediation

If negotiation fails to resolve the dispute, the parties agree to submit the matter to mediation. A mutually agreed-upon mediator will be selected within 15 business days of the failed negotiation. The mediation will be conducted in Anytown, CA, unless otherwise agreed. Both parties will share the costs of mediation equally.

Arbitration

Should mediation prove unsuccessful, the dispute will be settled by binding arbitration in accordance with the rules of the American Arbitration Association. A single arbitrator will be selected by mutual agreement, or if the parties cannot agree, by the American Arbitration Association. The arbitration proceedings will take place in Anytown, CA, unless otherwise agreed. The arbitrator's decision will be final and binding on both parties. The costs of arbitration, including attorney fees, will be allocated as determined by the arbitrator.

Escalation

In the event that internal negotiation between project teams does not yield a resolution, the dispute will be escalated to the senior management of both Docupal Demo, LLC and ACME-1 for review and resolution.

Amendments and Termination

This Environmental Impact Agreement may be amended or terminated under the conditions outlined below. All amendments must be made in writing and agreed upon by both Docupal Demo, LLC and ACME-1.

Amendments

This Agreement may be amended to reflect changes, including, but not limited to:

- Significant alterations to the project's scope.
- The introduction of new environmental regulations.
- Changes to the project site or surrounding environment.
- Revised or updated mitigation strategies.

Any proposed amendment must be submitted in writing to the other party. Both parties will then review the proposed changes and negotiate in good faith to reach a mutually agreeable amendment. Amendments will become effective upon the date of signature by authorized representatives of both Docupal Demo, LLC and ACME-1. All amendments will be attached to and become part of this Agreement.

Termination

This Agreement may be terminated under the following circumstances:

- **Mutual Agreement:** Docupal Demo, LLC and ACME-1 may mutually agree to terminate this Agreement in writing.
- **Failure to Meet Mitigation Targets:** If ACME-1 consistently fails to meet the agreed-upon environmental mitigation targets, Docupal Demo, LLC may terminate this Agreement after providing written notice and a reasonable opportunity to cure the deficiency.
- **Material Breach:** Either party may terminate this Agreement if the other party commits a material breach of its obligations under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of the breach.
- **Regulatory Changes:** If changes in environmental laws or regulations make the objectives of this Agreement impossible to achieve or render the Agreement commercially unfeasible, either party may terminate this Agreement.

Post-Termination Procedures

Upon termination of this Agreement, ACME-1 will be responsible for:

- Conducting a final environmental audit of the project site.
- Implementing site restoration measures as required by applicable regulations and as agreed upon in the initial environmental impact assessment.
- Continuing environmental monitoring activities as specified in the original agreement or as required by regulatory authorities. The duration of this monitoring will be determined by the terms outlined in the initial agreement and any applicable regulatory requirements.



Confidentiality and Data Protection

Docupal Demo, LLC and ACME-1 recognize the importance of protecting confidential information and sensitive environmental data. Both parties agree to handle all confidential information with the utmost care. This includes business information and environmental data shared during the Environmental Impact Agreement.

Confidential Information

Confidential information includes, but is not limited to, business strategies, financial data, proprietary technologies, and sensitive environmental data. Neither party will disclose confidential information to any third party without prior written consent from the disclosing party, except as required by law.

Data Protection

Both parties will comply with all applicable data privacy laws. These laws include GDPR (General Data Protection Regulation), CCPA (California Consumer Privacy Act), and other relevant data protection regulations. Protected data will be handled according to these laws. Data will only be shared with authorized personnel who have a need to know for the purposes of this Agreement. We commit to implementing appropriate technical and organizational measures. These measures are designed to ensure the security and confidentiality of protected data. In the event of a data breach, the affected party will notify the other party promptly. We will cooperate to mitigate any potential harm.

Permitted Use

Any confidential information shared can only be used for the purposes defined in this Environmental Impact Agreement. Using this information for other purposes is strictly prohibited without prior written consent from both parties.



Liability and Indemnification

Responsibility for Environmental Harm

Acme, Inc. bears primary responsibility for any environmental harm resulting from the manufacturing facility project. This includes harm caused by its contractors, subcontractors, and agents. Docupal Demo, LLC will not be held primarily responsible for environmental harm but may share responsibility in cases of gross negligence.

Indemnification Obligations

ACME-1 shall indemnify, defend, and hold harmless Docupal Demo, LLC, its officers, directors, employees, agents, and affiliates (collectively, the "Indemnified Parties") from and against any and all losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to any environmental damage, contamination, or violation of environmental laws caused by or resulting from the ACME-1 project. This indemnification obligation applies regardless of whether the environmental damage or violation was caused by ACME-1's negligence or otherwise.

Limitations and Exclusions

The indemnification obligations of ACME-1 are subject to the following limitations and exclusions:

- **Extent of Damages:** ACME-1's liability under this indemnification provision shall be limited to the extent of actual damages incurred by the Indemnified Parties. In no event shall ACME-1 be liable for any consequential, incidental, punitive, or special damages, regardless of whether such damages were foreseeable.
- **Gross Negligence:** ACME-1 shall not be required to indemnify the Indemnified Parties to the extent that the environmental damage, contamination, or violation was caused by the gross negligence or willful misconduct of Docupal Demo, LLC.
- **Notice and Cooperation:** The Indemnified Parties shall promptly notify ACME-1 of any claim or demand for which indemnification is sought and shall cooperate fully with ACME-1 in the defense or settlement of such claim or



demand. Failure to provide prompt notice or cooperate fully may relieve ACME-1 of its indemnification obligations to the extent that such failure prejudices ACME-1's ability to defend or settle the claim or demand.

- **Mitigation:** The Indemnified Parties shall take reasonable steps to mitigate any losses, liabilities, damages, costs, or expenses for which indemnification is sought. Any costs or expenses incurred in mitigating such losses shall be included in the indemnification obligation, provided that such mitigation efforts were reasonable and necessary.

Signatories and Execution

This Environmental Impact Agreement becomes effective as of the date of the last signature affixed below.

Execution

This agreement is executed by the duly authorized representatives of Docupal Demo, LLC, and Acme, Inc. Each party acknowledges that they have read, understood, and agree to be bound by the terms and conditions outlined within this agreement.

Signatories

Docupal Demo, LLC

Signature:	
Name:	[Name]
Title:	[Title]
Date:	2025-08-09
Place of Signing:	Anytown, CA, USA
Official Company Seal:	

Acme, Inc

Signature:	
Name:	[Name]

Title:	[Title]
Date:	2025-08-09
Place of Signing:	Wilsonville, OR, USA
Official Company Seal:	

Each party enters into this Environmental Impact Agreement with full authority to bind their respective organizations. The signatures below serve as confirmation of their commitment to fulfilling the obligations and responsibilities detailed within this document. This agreement is deemed complete and enforceable upon the affixing of all required signatures and seals.

