

Table of Contents

Introduction and Purpose	3
Purpose of Agreement	3
Scope of Refining Operations	3
Definitions and Interpretation	3
Definitions	3
Interpretation	4
Scope of Refining Services	4
Feedstock	5
Processing Methods	5
Volume and Timeline	5
Quality and Specifications	6
Product Specifications	6
Quality Measurement and Verification	6
Remedies for Non-Conforming Product	6
Delivery and Transfer of Title	7
Delivery Point	7
Transfer of Risk	7
Transfer of Title	7
Pricing and Payment Terms	7
Cost-Plus Pricing	7
Price Adjustments	8
Invoicing and Payment	9
Confidentiality	9
Obligations	9
Permitted Disclosures	10
Liabilities and Indemnification	10
Liabilities	10
Indemnification	10
Force Majeure	11
Qualifying Events	12
Notification and Remedies	12
Term and Termination	12
Initial Term	12



Renewal	12
Termination	13
Dispute Resolution	13
Mediation	14
Arbitration	14
Representations and Warranties	14
Capacity and Authority	14
Product and Feedstock	14
Compliance with Laws	15
Environmental and Safety Compliance	15
Operational Compliance	15
Audit and Inspection Rights	15
Right to Audit	15
Audit Notification	15
Scope of Inspection	16
Confidentiality	16
Miscellaneous Provisions	16
Assignment	16
Notices	16
Entire Agreement	16
Amendments	17



Introduction and Purpose

This Refining Agreement is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Refiner"), and Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Client").

Purpose of Agreement

The primary purpose of this Agreement is to set forth the terms and conditions under which Refiner will perform refining services on feedstock provided by Client. Refiner possesses the facilities, expertise, and capabilities necessary to refine crude oil into various petroleum products. Client desires to engage Refiner to process Client's feedstock.

Scope of Refining Operations

Under this Agreement, Refiner will refine Client's crude oil into gasoline, diesel, and other petroleum products. The specific types and quantities of products to be produced, along with detailed specifications, are outlined in **Exhibit A**. All refining operations will be conducted in accordance with industry standards and all applicable laws and regulations.

Definitions and Interpretation

Definitions

In this Refining Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth below:

- **ACME-1** means Acme, Inc, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.
- **API Gravity** means a measure of how heavy or light a petroleum liquid is compared to water.



- **Docupal Demo, LLC** means a company located at 23 Main St, Anytown, CA 90210.
- **Octane Rating** means a measure of the resistance of gasoline and other fuels to detonation in internal combustion engines.
- **Product Yield** refers to the quantity of refined products resulting from the refining process, expressed as a percentage of the input crude oil.
- **Refining Capacity** means the maximum amount of crude oil that Docupal Demo, LLC can process within a specified period, typically expressed in barrels per day (BPD).
- **Sulfur Content** means the concentration of sulfur in crude oil or refined products, typically measured in parts per million (ppm) or weight percent.
- **Acceptable Contaminants** refers to the type and maximum allowable concentration of impurities present in the crude oil that Docupal Demo, LLC agrees to process.

Interpretation

The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." Unless the context requires otherwise, words in the singular shall include the plural and vice versa. A reference to any law or regulation shall be construed as a reference to that law or regulation as amended, consolidated, re-enacted, or replaced. The headings in this Agreement are for convenience only and shall not affect its interpretation. This Agreement shall be governed by and construed in accordance with the laws of the United States, without regard to its conflict of laws principles. All monetary amounts referenced in this Agreement are in United States Dollars (USD).

Scope of Refining Services

Docupal Demo, LLC will perform refining services for ACME-1, as detailed in this agreement. The refining process will convert crude oil into various petroleum products.

Feedstock

The feedstock supplied by ACME-1 for refining will consist of:

- West Texas Intermediate (WTI) crude oil
- Brent crude oil



Docupal Demo, LLC reserves the right to test and approve each feedstock delivery to ensure it meets the specifications for efficient processing. Any feedstock that does not meet these specifications may be rejected, subject to further discussion and agreement between both parties.

Processing Methods

Docupal Demo, LLC will employ the following processing methods:

- **Catalytic Cracking:** This process will be used to break down heavy hydrocarbon molecules into lighter, more valuable products such as gasoline and diesel.
- **Hydrotreating:** This process will be applied to remove impurities such as sulfur and nitrogen from the refined products, ensuring compliance with environmental regulations and improving product quality.

Docupal Demo, LLC may, at its discretion, utilize other industry-standard refining methods to optimize the yield and quality of the refined products, provided that such methods do not materially alter the agreed-upon processing costs or timelines without prior written consent from ACME-1.

Volume and Timeline

Docupal Demo, LLC commits to processing approximately 10,000 barrels per day of feedstock supplied by ACME-1. The term of this refining agreement is 36 months, commencing on the effective date of this agreement. Actual daily processing volumes may vary slightly due to operational factors. Docupal Demo, LLC will use commercially reasonable efforts to meet the stated daily processing target. Any anticipated deviations from this target will be communicated to ACME-1 in a timely manner.

Quality and Specifications

Docupal Demo, LLC ("Producer") and ACME-1 agree that all refined products delivered under this Refining Agreement will meet the quality standards outlined below.



Product Specifications

The refined products, specifically gasoline and diesel, must adhere to the following quality standards:

- **Gasoline:** Must conform to the American Society for Testing and Materials (ASTM) D4814 standards.
- **Diesel:** Must conform to the ASTM D975 standards.

Quality Measurement and Verification

Product quality will be rigorously measured and verified through third-party laboratory analysis. These analyses will employ the appropriate ASTM methods to ensure accuracy and consistency. The third-party lab will be mutually agreed upon by both Producer and ACME-1.

Remedies for Non-Conforming Product

In the event that the refined products do not meet the specified quality standards, the following remedies will apply:

- **Price Adjustments:** A price adjustment may be negotiated to reflect the actual quality of the delivered product.
- **Rejection:** ACME-1 has the right to reject any product that does not conform to the specified standards.
- **Reprocessing:** At its own expense, Docupal Demo, LLC will reprocess any non-conforming product to meet the required specifications. This may involve additional refining steps or other corrective actions.

Docupal Demo, LLC will provide ACME-1 with certificates of analysis from the third-party laboratory for each batch of refined product delivered. These certificates will detail the results of all quality tests performed. ACME-1 reserves the right to conduct its own independent testing of the refined products to verify compliance with the specified standards.



Delivery and Transfer of Title

Delivery Point

Docupal Demo, LLC will deliver the refined products to ACME-1's storage facilities located in Houston, TX. Delivery will be executed via pipeline.

Transfer of Risk

The risk of loss or damage to the refined products will transfer from Docupal Demo, LLC to ACME-1 upon the refined products' transfer to ACME-1's designated storage tanks in Houston, TX.

Transfer of Title

Title to the refined products will pass from Docupal Demo, LLC to ACME-1 concurrently with the transfer of risk, specifically, upon the refined products' entry into ACME-1's designated storage tanks. This transfer signifies ACME-1's full ownership of the refined products.

Pricing and Payment Terms

The pricing for refining services provided by Docupal Demo, LLC to ACME-1 will be determined using a cost-plus pricing model. This model incorporates a fixed fee per barrel of crude oil refined, in addition to variable costs incurred during the refining process.

Cost-Plus Pricing

The refining fee consists of two components:

- **Fixed Fee:** A predetermined fee per barrel, covering Docupal Demo, LLC's operational overhead and a defined profit margin. The initial fixed fee is \$[Insert Amount] per barrel.
- **Variable Costs:** These costs fluctuate based on market conditions and actual expenses incurred during the refining process. Variable costs include, but are not limited to:

- Energy consumption
- Chemicals and catalysts
- Waste disposal
- Transportation (if applicable)
- Maintenance

Docupal Demo, LLC will provide ACME-1 with a detailed breakdown of all variable costs associated with each refining batch.

Price Adjustments

To account for fluctuations in the broader economy and the petroleum market, the refining fee will be subject to periodic adjustments. These adjustments will be based on the Producer Price Index (PPI) for refined petroleum products, as published by the Bureau of Labor Statistics.

The adjustment will be calculated as follows:

New Fixed Fee = Initial Fixed Fee * (Current PPI / Base PPI)

Where:

- **Current PPI** is the PPI value for the month preceding the adjustment date.
- **Base PPI** is the PPI value at the effective date of this agreement.

Price adjustments will occur [*Specify Frequency, e.g., quarterly, semi-annually*], with the first adjustment taking effect on [*Insert Date*]. Docupal Demo, LLC will provide ACME-1 with written notice of any price adjustments at least thirty (30) days prior to the effective date.

Illustrative chart demonstrating potential price fluctuations based on the PPI over a one-year period.

Invoicing and Payment

Docupal Demo, LLC will submit invoices to ACME-1 upon completion of each refining batch or [*Specify Frequency, e.g., monthly*]. Each invoice will include:

- Invoice date
- Invoice number
- A detailed description of the refining services provided



- The number of barrels refined
- The fixed fee per barrel
- A breakdown of all variable costs
- The total amount due

ACME-1 will remit payment to Docupal Demo, LLC within thirty (30) days from the invoice date. Payments shall be made via electronic funds transfer (EFT) to the following account:

- **Bank Name:** *[Insert Bank Name]*
- **Account Name:** *[Insert Account Name]*
- **Account Number:** *[Insert Account Number]*
- **Routing Number:** *[Insert Routing Number]*

Late payments will accrue interest at a rate of *[Insert Percentage]* per month, or the maximum rate permitted by law, whichever is lower.

Confidentiality

Both Docupal Demo, LLC and ACME-1 agree to keep confidential all non-public information. This includes technical data, pricing details, and customer lists. We both acknowledge that this information is valuable and sensitive.

Obligations

Each party must protect the other's confidential information. We will use the same care to protect it as we do our own confidential information. At a minimum, we will use reasonable care. We will only use the confidential information to fulfill our obligations under this Refining Agreement.

Permitted Disclosures

We may disclose confidential information in limited circumstances. These include disclosures to our legal counsel, independent auditors, and regulatory authorities. Any such disclosure must be to those with a need to know. We must also ensure they are bound by confidentiality obligations.



Liabilities and Indemnification

Liabilities

Docupal Demo, LLC ("Docupal") assumes all liabilities arising from or related to the refining operations under this Agreement. This includes, but is not limited to, liabilities for operational failures, equipment malfunctions, and personnel-related issues during the refining process. Acme, Inc ("ACME-1") is liable for ensuring the feedstock provided for refining meets the quality specifications outlined in this Agreement. ACME-1 will be responsible for any damages or losses resulting from feedstock that does not meet agreed-upon standards.

Indemnification

Scope of Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party, its affiliates, and their respective officers, directors, employees, and agents from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from:

- Breach of this Agreement by the indemnifying party.
- Negligence or willful misconduct of the indemnifying party in connection with its obligations under this Agreement.

Docupal's Indemnification

Docupal will indemnify ACME-1 against any claims, losses, or damages arising from Docupal's refining operations, including but not limited to:

- Personal injury or property damage caused by Docupal's employees or agents.
- Environmental damage resulting from Docupal's operations.
- Failure to comply with applicable laws and regulations in performing refining operations.

ACME-1's Indemnification

ACME-1 will indemnify Docupal against any claims, losses, or damages arising from the feedstock provided by ACME-1, including but not limited to:

- Claims related to the quality or composition of the feedstock.
- Damages caused by contaminants or impurities in the feedstock.
- Failure to meet required feedstock specifications as outlined in this Agreement.

Notification

A party seeking indemnification under this Agreement must:

- Promptly notify the indemnifying party of any claim or demand for which indemnification is sought.
- Reasonably cooperate with the indemnifying party in the defense or settlement of such claim or demand.

Limitations

Neither party will be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, regardless of whether such damages were foreseeable. The liabilities assumed and indemnities provided under this Agreement will survive the termination of this Agreement.

Force Majeure

Neither Docupal Demo, LLC nor ACME-1 will be liable for delays or failures in performance resulting from force majeure events. Force majeure events are defined as unforeseeable events beyond a party's reasonable control.

Qualifying Events

These events include, but are not limited to:

- Natural disasters such as floods, earthquakes, and hurricanes.
- Acts of war, terrorism, or civil unrest.
- New or changed government regulations.



Notification and Remedies

If a force majeure event occurs, the affected party must provide written notice to the other party within 72 hours of the event's occurrence. This notice should detail the nature of the event and its expected impact on performance.

The remedies available to either party will include:

- An extension of the performance schedule commensurate with the delay caused by the force majeure event.
- If the force majeure event continues for a period exceeding 90 days, either party may terminate this Refining Agreement upon written notice to the other party.

Term and Termination

Initial Term

This Refining Agreement will begin on January 1, 2024. The agreement will continue for a period of five years.

Renewal

At the end of the initial five-year term, this Agreement will automatically renew. The renewal will be for successive one-year periods. Either party can prevent renewal. They must provide written notice to the other party at least 90 days before the end of the current term.

Termination

This Agreement may be terminated before the end of its term under the following circumstances:

Material Breach

Either party may terminate this Agreement if the other party commits a material breach of its obligations. The party seeking to terminate must provide written notice of the breach. The breaching party will have 30 days to cure the breach after



receiving notice. If the breach is not cured within this period, the non-breaching party may terminate the Agreement immediately.

Insolvency

Either party may terminate this Agreement if the other party becomes insolvent. Insolvency includes events such as bankruptcy, receivership, or assignment for the benefit of creditors.

Force Majeure

Either party may terminate this Agreement if a force majeure event prevents performance of the agreement for a period of 180 days or more. Force majeure events include acts of God, war, terrorism, and government regulation.

Dispute Resolution

The parties will try to resolve any disputes related to this Refining Agreement through good-faith negotiations. This involves direct discussions between representatives of Docupal Demo, LLC and ACME-1 who have the authority to settle the dispute.

Mediation

If negotiation fails, the parties agree to attempt to settle the dispute through mediation. A mutually agreed-upon mediator will be selected. The mediation will be held in Houston, TX, unless both parties agree to a different location. Both parties will share the costs of the mediation equally.

Arbitration

Any dispute that remains unresolved after mediation will be settled by binding arbitration. The arbitration will be conducted in Houston, TX, under Texas law. The decision of the arbitrator will be final and binding on both Docupal Demo, LLC and ACME-1. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.



Representations and Warranties

Capacity and Authority

Docupal Demo, LLC, a company organized in the United States, with its principal place of business at 23 Main St, Anytown, CA 90210, warrants that it has the full power and authority to enter into this Refining Agreement. Acme, Inc ("ACME-1"), a business entity organized in the United States, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, warrants that it possesses the full power and authority to enter into this Refining Agreement. Each party represents and warrants that the execution, delivery, and performance of this Refining Agreement have been duly authorized by all necessary corporate or organizational action. Furthermore, each party confirms that this Refining Agreement constitutes a legal, valid, and binding obligation, enforceable against it in accordance with its terms.

Product and Feedstock

Docupal Demo, LLC warrants that the products resulting from the refining process will conform to the specifications agreed upon by both parties. ACME-1 warrants that the feedstock provided for the refining process will be of suitable quality.

Compliance with Laws

Docupal Demo, LLC and ACME-1 must each comply with all applicable laws and regulations. This includes federal, state, and local statutes relevant to this Refining Agreement.

Environmental and Safety Compliance

Docupal Demo, LLC will ensure its refining operations adhere to Environmental Protection Agency (EPA) regulations. It will also follow Occupational Safety and Health Administration (OSHA) standards. Docupal Demo, LLC will comply with all relevant state environmental laws.

ACME-1 is responsible for ensuring that the feedstock it provides complies with all applicable environmental regulations. This includes proper documentation and handling procedures.



Operational Compliance

Docupal Demo, LLC bears full responsibility for operational compliance. This covers all aspects of the refining process under this agreement. ACME-1 must provide feedstock that meets required specifications. Both parties agree to cooperate fully to maintain compliance. This includes sharing necessary information and documentation. Each party will promptly notify the other of any compliance issues that may arise.

Audit and Inspection Rights

Right to Audit

Docupal Demo, LLC and ACME-1 each retain the right to audit the other party's records. These records must be relevant to obligations under this Refining Agreement. Each party can exercise its audit right once per calendar year.

Audit Notification

The auditing party must provide written notice at least 30 days before conducting an audit. This notice should specify the records to be reviewed. It should also state the proposed date, time, and location of the audit.

Scope of Inspection

Audits may include inspecting relevant facilities. They also extend to verifying compliance with the terms of this Refining Agreement. Both parties will reasonably cooperate with the other during any audit. This cooperation includes providing access to information and personnel.

Confidentiality

All audit findings are subject to the confidentiality provisions outlined in this Refining Agreement.



Miscellaneous Provisions

Assignment

Neither party may assign this Refining Agreement or any of its rights or obligations under this Refining Agreement without the prior written consent of the other party. Any attempted assignment without such consent will be void.

Notices

All notices and other communications under this Refining Agreement must be in writing. Notices will be considered duly given when delivered by certified mail, return receipt requested, or by email. Notices sent by mail should be addressed to the respective party's address as set forth in this Refining Agreement. Notices sent by email should be addressed to the designated contact person of the respective party.

Entire Agreement

This Refining Agreement, including all exhibits and schedules, constitutes the entire agreement between Docupal Demo, LLC and ACME-1. It supersedes all prior and contemporaneous agreements and understandings, both written and oral, with respect to the subject matter of this Refining Agreement.

Amendments

No amendment to this Refining Agreement will be effective unless it is in writing and signed by authorized representatives of both Docupal Demo, LLC and ACME-1.

