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Introduction and Purpose

This Blending 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 the 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 the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose of Agreement

This Agreement sets forth the terms and conditions under which Docupal Demo will provide blending services to ACME-1. The primary objective is to establish a clear framework for these blending services, ensuring consistent product quality and adherence to agreed-upon specifications. This includes the blending of chemical compounds A, B, and C, as well as related quality control measures and delivery protocols. This Agreement defines the responsibilities of both parties, including specifications, quality control, delivery, payment, confidentiality, liability, compliance, dispute resolution, and termination.

Scope of Work

Docupal Demo, LLC will provide blending services to ACME-1 according to the terms of this agreement. These services encompass the physical blending of chemical substances to create homogenous mixtures. This includes mixing, dissolving, and homogenizing processes, as needed to meet ACME-1's specifications.

Materials and Processes

Docupal Demo, LLC will blend materials provided by ACME-1 or sourced by Docupal Demo, LLC, as agreed upon for each project. All blending will occur in Docupal Demo, LLC's designated and certified facilities. Docupal Demo, LLC will ensure no banned substances, as defined by REACH regulations, are used in the blending process.



Deliverables and Specifications

The expected deliverable is a blended chemical solution that conforms to the specifications agreed upon in writing for each specific project. The blended solution will be delivered in containers as specified by ACME-1. Docupal Demo, LLC will provide quality control documentation to confirm the blended solution meets the agreed-upon specifications.

Product Specifications and Quality Control

DocuPal Demo, LLC will ensure that all blended products meet the specifications outlined in **Appendix A**. These specifications cover critical parameters, including purity levels, viscosity, color, and pH.

Quality Control Procedures

We employ rigorous quality control procedures throughout the blending process. These procedures include:

- **Batch Testing:** Each batch undergoes thorough testing to verify adherence to specifications.
- **In-Process Inspections:** Inspections are conducted at various stages of the blending process to identify and address any deviations promptly.
- **Final Product Analysis:** A comprehensive analysis of the final product is performed by our certified technicians before release.

Handling of Non-Conforming Products

Any batch that does not meet the required specifications will be immediately quarantined. We will conduct a root cause analysis to determine the reason for the non-conformance. A corrective action plan will be implemented to prevent future occurrences. ACME-1 retains the right to reject any product that does not conform to the agreed-upon specifications.



Delivery and Packaging Requirements

Docupal Demo, LLC will deliver blended materials to ACME-1 on a weekly basis. The specific delivery schedule is detailed in Appendix B. Delivery deadlines are firm and must be adhered to unless Docupal Demo, LLC and ACME-1 agree to a revised schedule in writing.

Packaging

Docupal Demo, LLC is responsible for packaging the blended materials to ensure their integrity during transportation. Packaging will be suitable for temperature-controlled storage and transportation. All packaging will be clearly labeled with the product name, batch number, and any special handling instructions. The packaging will also protect the materials from exposure to direct sunlight.

Transportation

ACME-1 is responsible for arranging and paying for the transportation of the blended materials from Docupal Demo, LLC's facility at 23 Main St, Anytown, CA 90210, United States. ACME-1 must ensure that transportation methods maintain the required temperature controls.

Payment Terms and Conditions

ACME-1 will pay Docupal Demo, LLC for blending services as described in this agreement. Payment is due within thirty (30) days from the invoice date.

Invoicing

Docupal Demo, LLC will submit invoices electronically to accounts_payable@acmeinc.com. Invoices will clearly detail the services provided, quantities, and applicable rates.

Payment Schedule

Payment is due net 30 days from the date of invoice.



Late Payment

A late payment penalty of two percent (2%) per month will be applied to any overdue amounts. This penalty will be calculated from the original due date.

Early Payment Discount

ACME-1 will receive a one percent (1%) discount for payments made within ten (10) days of the invoice date. This discount encourages prompt payment.

Confidentiality and Intellectual Property

Confidential Information

Both Docupal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes proprietary blending techniques, client lists, and pricing information. We will not disclose this information to any third party.

Exceptions

Information already in the public domain is not considered confidential. Similarly, information independently developed without access to the other party's confidential information is also excluded.

Intellectual Property

Docupal Demo, LLC retains ownership of all intellectual property rights related to its blending techniques. ACME-1 owns the formula and intellectual property rights to the final blended product. Each party agrees to respect the other's intellectual property rights.



Liability and Indemnification

Liability

DocuPal Demo, LLC assumes liability for defects in the blended product. This liability is limited to defects directly resulting from negligent blending practices. Acme, Inc. assumes liability for any damages or losses arising from the improper use of the blended product.

Claims

All claims related to product defects must be submitted in writing. Notification must occur within 10 days of discovering the defect. Both parties agree to investigate and resolve claims within 30 days of notification.

Indemnification

Acme, Inc. agrees to indemnify and hold harmless DocuPal Demo, LLC from any claims, losses, or damages. This includes those arising from the use, handling, or sale of the blended product after it leaves DocuPal Demo, LLC's control. DocuPal Demo, LLC will indemnify and hold harmless Acme, Inc. from any claims, losses, or damages arising from DocuPal Demo, LLC's negligence in providing blending services.

Insurance

DocuPal Demo, LLC must maintain product liability insurance. Acme, Inc. must maintain general liability insurance. Both parties must provide proof of insurance upon request. These policies should adequately cover potential liabilities under this agreement.

Compliance with Laws and Regulations

DocuPal Demo, LLC and ACME-1 agree to comply with all applicable laws and regulations. This includes, but is not limited to, REACH regulations, OSHA standards, and relevant state environmental laws.

Monitoring Compliance

Both parties will conduct regular audits and inspections to monitor compliance with these laws and regulations. These audits will ensure adherence to safety, environmental, and industry standards.

Breach of Compliance

If either party breaches any applicable law or regulation, they will be liable for any resulting damages. ACME-1 may terminate this agreement if DocuPal Demo, LLC violates compliance standards. Similarly, DocuPal Demo, LLC has the right to terminate the agreement if ACME-1 fails to maintain compliance.

Dispute Resolution

Initial Dispute Resolution

If a dispute arises related to this Blending Agreement, both Docupal Demo, LLC and ACME-1 will first attempt to resolve it through good-faith negotiation. The party initiating the dispute must provide written notice to the other party. Both parties will then have 30 days from the date of the notice to negotiate a resolution.

Mediation

If negotiation does not resolve the dispute, both parties agree to attempt to settle the dispute by mediation. The mediation will occur in Delaware, unless both parties agree to a different location.

Arbitration

If mediation fails, any unresolved controversy or claim arising out of or relating to this Blending Agreement will be settled by binding arbitration. The arbitration will be administered in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both parties.



Governing Law and Jurisdiction

This Blending 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. Both Docupal Demo, LLC and ACME-1 agree that any legal suit, action, or proceeding arising out of or relating to this Blending Agreement will be instituted in the state or federal courts located in Delaware. Both parties irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Term and Termination

This Blending Agreement will begin on 2025-08-09 and continue for a period of three (3) years.

Renewal

After the initial three-year term, this Agreement will automatically renew for successive one (1) year terms. Either party can prevent renewal by providing written notice to the other party at least ninety (90) days before the end of the then-current term.

Termination

Either party may terminate this Agreement under the following conditions:

- **Material Breach:** If either party materially breaches any provision of this Agreement, the other party may terminate this Agreement if such breach remains uncured for thirty (30) days after written notice of the breach.
- **Insolvency:** Either party may terminate this Agreement immediately if the other party becomes insolvent, files for bankruptcy, or enters into receivership.
- **Force Majeure:** Either party may terminate this Agreement if a force majeure event prevents performance for a continuous period of sixty (60) days.



Force Majeure

Definition of Force Majeure

Neither DocuPal Demo, LLC, nor ACME-1 will be liable for any failure to perform its obligations under this Agreement if such failure results from events beyond its reasonable control. These events include, but are not limited to:

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

Impact on Performance

If a force majeure event occurs, the affected party's performance under this Agreement will be suspended for the duration of the event. DocuPal Demo, LLC and ACME-1 will negotiate in good faith to find alternative arrangements to mitigate the impact of the force majeure event.

Notification

The party affected by a force majeure event must provide written notification to the other party within five (5) days of the event's occurrence. This notification must include a description of the event and its anticipated impact on the party's ability to perform its obligations under this Agreement.

Notices

All notices regarding this Blending Agreement must be in writing.

Methods of Delivery

Acceptable methods for delivering notices include certified mail and email.



Notice Addresses

Notices to Docupal Demo, LLC should be sent to legal@docupaldemo.com. Notices to Acme, Inc. should be sent to legal@acmeinc.com.

Notice Delivery Timeline

All notices must be delivered within five (5) business days of the event that triggers the notice requirement.

Miscellaneous Provisions

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

Amendments

This Agreement may only be amended by a written instrument signed by both parties. Any oral modification or waiver is void.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that achieves substantially the same economic effect.

Entire Agreement

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

