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Introduction and Purpose

This Packaging 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"), and Acme, Inc ("ACME-1"), a business with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal will provide packaging services to ACME-1. This Agreement defines the responsibilities of each party, including but not limited to, the supply of packaging materials, adherence to quality standards, and the process for delivery. It also outlines the agreed-upon fees, potential discounts or penalties, ownership of designs, confidentiality obligations, and limitations of liability. This agreement establishes a clear framework for the packaging partnership between DocuPal and ACME-1.

Definitions and Interpretations

For the purposes of this Packaging Agreement, the following terms shall have the meanings ascribed to them below:

- **ACME-1** refers to Acme, Inc.
- **DocuPal** refers to DocuPal Demo, LLC.
- **Agreement** means this Packaging Agreement, including all schedules and exhibits attached hereto.
- **Packaging** refers to the process of enclosing or protecting products for distribution, storage, sale, and use, as further detailed in the Specifications.
- **Materials** means all substances and components used in the Packaging process, including but not limited to cardboard, plastics, inks, adhesives, and labels, each conforming to the agreed Specifications.
- **Specifications** means the detailed requirements for the Packaging, including dimensions, materials, design, performance criteria, and any other relevant standards, as outlined in **Exhibit A**.
- **Delivery Date** means the date agreed upon by both parties for the completion and handover of packaged products, as specified in each Purchase Order.



- **Acceptance Criteria** means the standards against which the packaged products will be evaluated to determine if they meet the agreed Specifications, as detailed in **Exhibit B**.
- **Purchase Order** refers to the document detailing ACME-1's specific requirements for each packaging project, including quantities, Delivery Dates, and any special instructions.
- **Business Day** means any day other than a Saturday, Sunday, or public holiday in California.
- **Confidential Information** means any non-public information disclosed by one party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects.
- **Intellectual Property Rights** means all patents, trademarks, copyrights, trade secrets, and other intellectual property rights.

Scope of Packaging Services

Docupal Demo, LLC will provide packaging services to ACME-1 according to the terms of this agreement. These services encompass the supply of packaging materials, the physical packaging of ACME-1's products, and preparation for shipment.

Materials and Packaging Types

We will use the following packaging materials:

- Corrugated boxes
- Plastic containers
- Packing peanuts
- Bubble wrap

Docupal Demo, LLC will ensure that all materials are suitable for ACME-1's products and meet the required protection standards for shipping and storage.

Quality and Compliance

All packaging activities will comply with the following standards:

- **ASTM Standards:** We will adhere to relevant ASTM standards for packaging material strength, durability, and performance.



- **FDA Regulations:** For products requiring it, we will comply with all applicable FDA regulations concerning packaging materials and processes.

Docupal Demo, LLC will maintain documentation of compliance and make it available to ACME-1 upon request. We will conduct regular quality checks throughout the packaging process to ensure adherence to these standards.

Specific Services

Our packaging services include, but are not limited to:

1. **Material Sourcing:** Procuring all necessary packaging materials as specified by ACME-1 or as mutually agreed upon.
2. **Product Packaging:** Physically packaging ACME-1's products into the selected packaging types. This includes proper cushioning, wrapping, and securing of products to prevent damage during transit.
3. **Labeling:** Applying labels to packaged products according to ACME-1's specifications, including shipping labels, product information labels, and any other required markings.
4. **Quality Control:** Inspecting packaged products to ensure they meet quality standards and are free from defects.
5. **Preparation for Shipment:** Preparing packaged products for shipment, including palletizing, wrapping, and other necessary steps to ensure safe and secure transit.
6. **Custom Packaging Solutions:** As needed, Docupal Demo, LLC will work with ACME-1 to develop custom packaging solutions for unique product requirements. This may involve designing specialized packaging, sourcing unique materials, or implementing custom processes.
7. **Inventory Management:** Docupal Demo, LLC will maintain an adequate inventory of packaging materials to ensure uninterrupted service to ACME-1.

Roles and Responsibilities

This section defines the roles and responsibilities of DocuPal Demo, LLC and ACME-1 under this Packaging Agreement. Both parties commit to fulfilling these responsibilities in good faith.



DocuPal Demo, LLC Responsibilities

DocuPal Demo, LLC will supply all necessary packaging materials as specified in **Exhibit A: Material Specifications**. DocuPal Demo, LLC is responsible for the proper packaging of ACME-1's products, adhering to the quality standards outlined in **Exhibit B: Quality Standards**. DocuPal Demo, LLC will ensure that all packaging meets the agreed-upon specifications before shipment. DocuPal Demo, LLC will maintain clear and consistent communication with ACME-1 regarding the status of packaging orders and any potential issues that may arise. DocuPal Demo, LLC will provide ACME-1 with timely updates on material availability and any changes to packaging timelines.

ACME-1 Responsibilities

ACME-1 is responsible for coordinating the logistics of delivery of packaged products from DocuPal Demo, LLC's facility. ACME-1 will provide DocuPal Demo, LLC with accurate and timely forecasts of packaging needs to facilitate efficient material procurement and production scheduling. ACME-1 is responsible for promptly reviewing and approving packaging samples and prototypes submitted by DocuPal Demo, LLC. All approvals must be provided in writing by an authorized representative of ACME-1 via email. ACME-1 will communicate any changes to product specifications or packaging requirements to DocuPal Demo, LLC in a timely manner. ACME-1 is responsible for inspecting delivered packaging materials and notifying DocuPal Demo, LLC of any defects or discrepancies within [Number] business days of receipt.

Communication Protocol

All formal communications related to this agreement will be conducted via email. Approvals, requests, and any other official correspondence must be documented in writing and sent to the designated representatives of each party. The contact information for these representatives is detailed in **Section 15: Notices**. Both parties agree to respond to communications in a timely manner to ensure smooth and efficient operations.



Pricing and Payment Terms

DocuPal Demo, LLC will provide packaging services to ACME-1 on a per-unit fee basis. The specific per-unit fee will depend on the type of packaging, materials used, and any custom requirements outlined in **Appendix A: Price Schedule**.

Invoicing and Payment

DocuPal Demo, LLC will submit invoices to ACME-1 [monthly/bi-weekly/weekly - *choose one*], detailing the number of units packaged and the corresponding fees. ACME-1 agrees to remit payment within thirty (30) days of the invoice date. Payments should be made via [Wire Transfer/ACH/Check - *choose one*] to the account specified on the invoice.

Bulk Order Discounts

ACME-1 may be eligible for discounts on bulk orders, as detailed in **Appendix A: Price Schedule**. The discount percentage will be applied to the total cost of the order exceeding the minimum quantity threshold for the discount tier.

Late Delivery Penalties

If DocuPal Demo, LLC fails to deliver the packaged goods by the agreed-upon delivery date, as specified in the individual purchase order, ACME-1 may impose a penalty. The penalty will be calculated as [X]% of the total order value for each day of delay, up to a maximum of [Y]% of the total order value. This penalty will be deducted from the next invoice submitted by DocuPal Demo, LLC. DocuPal Demo, LLC will not be responsible for delays caused by *force majeure* events.

Price Adjustments

DocuPal Demo, LLC reserves the right to adjust pricing annually to reflect changes in material costs, labor rates, or other market conditions. DocuPal Demo, LLC will provide ACME-1 with written notice of any price adjustments at least sixty (60) days before the effective date.



Quality Control and Inspections

DocuPal Demo, LLC will adhere to industry best practices for quality control throughout the packaging process. These practices include regular checks during production. These checks ensure the packaging materials and processes meet the agreed-upon specifications.

Quality Standards

All packaging provided by DocuPal Demo, LLC must meet ISTA standards for drop and compression. This ensures the packaging protects the products during shipping and handling.

Inspections

Acme, Inc. will perform inspections of the delivered packaging. Inspections will occur upon delivery to Acme, Inc.'s designated location. Acceptance is based on the absence of damage. It is also based on conformance to the specifications outlined in this Agreement and its exhibits.

Acceptance Criteria

The acceptance criteria for the packaging are as follows:

- No visible damage to the packaging materials.
- Packaging dimensions that conform to agreed-upon specifications.
- Materials meet agreed-upon material specifications.
- Packaging that performs as expected during simulated transit testing.

Dispute Resolution

If Acme, Inc. identifies any non-conformance during inspection, they must notify DocuPal Demo, LLC in writing within five (5) business days of delivery. The written notice will detail the specific non-conformance. DocuPal Demo, LLC will then have five (5) business days to investigate the issue. DocuPal Demo, LLC will propose a corrective action plan if needed. If Acme, Inc. and DocuPal Demo, LLC cannot agree on the non-conformance or the corrective action plan, the dispute resolution process outlined in this Agreement will apply.



Intellectual Property Rights

Ownership

DocuPal Demo, LLC retains full ownership of all packaging designs created under this agreement. Acme, Inc. retains full ownership of its trademarks, logos, and any other intellectual property it provides.

Trademark License

ACME-1 grants DocuPal Demo, LLC a non-exclusive license to use its trademarks solely for the purpose of fulfilling its obligations under this Packaging Agreement. This license is limited to the use directly related to the manufacturing and application of ACME-1's trademarks on the packaging. DocuPal Demo, LLC will not use ACME-1's trademarks for any other purpose without prior written consent.

Restrictions

DocuPal Demo, LLC will not alter or modify ACME-1's trademarks in any way. All usage of ACME-1's trademarks by DocuPal Demo, LLC will adhere to ACME-1's brand guidelines. Upon termination of this agreement, this license is immediately revoked, and DocuPal Demo, LLC must cease all use of ACME-1's trademarks.

Confidentiality and Data Protection

Confidential Information

Both DocuPal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes, but is not limited to, pricing details, customer lists, and proprietary designs. Neither party will disclose or use this information for any purpose outside this Packaging Agreement. This obligation remains in effect during the term of this agreement and after its termination.



Data Protection

DocuPal Demo, LLC and ACME-1 will protect all data shared under this agreement. Data must be encrypted. Secure channels are required for all data transmission. Each party is responsible for maintaining the security of its own systems and preventing unauthorized access to the other party's data. Both parties must comply with all applicable data protection laws and regulations.

Permitted Disclosures

Confidential Information may be disclosed if required by law. The disclosing party must provide prompt notice to the other party. This allows the other party to seek a protective order or other appropriate remedy. Confidential Information can also be disclosed to employees, agents, or subcontractors. These parties must have a need to know the information. They must also be bound by confidentiality obligations at least as protective as those in this agreement.

Indemnification and Liability

Indemnification

Acme, Inc. 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 attorney's fees) arising out of or relating to:

- Any defects in the products packaged by DocuPal Demo, LLC, which defects are directly caused by ACME-1's faulty product.
- ACME-1's negligence or willful misconduct.
- ACME-1's breach of any representation, warranty, or covenant under this Agreement.

DocuPal Demo, LLC agrees to indemnify, defend, and hold harmless Acme, Inc., its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or relating to:

- Defects in the packaging provided by DocuPal Demo, LLC.
- DocuPal Demo, LLC's negligence or willful misconduct.



- DocuPal Demo, LLC's breach of any representation, warranty, or covenant under this Agreement.

Limitation of Liability

DocuPal Demo, LLC's liability for damages, regardless of the form of action, will not exceed the fair market value of the packaging services provided under this Agreement. In no event shall either party be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, data, or use, even if advised of the possibility of such damages.

Third-Party Claims

Third-party claims will be managed through insurance coverage held by each respective party. Each party is responsible for maintaining adequate insurance to cover its potential liabilities under this Agreement.

Acme, Inc. Liability

Acme, Inc. assumes all liability for product damage after acceptance of the packaged products.

Term and Termination

This Agreement will begin on August 9, 2025 and will continue for a period of three (3) years, unless terminated earlier as provided in this section.

Renewal

This Agreement will automatically renew for additional one (1) year terms. This automatic renewal will occur unless either party gives written notice of non-renewal at least ninety (90) days before the end of the then-current term.

Termination

Either party may terminate this Agreement under the following conditions:



- **Breach:** If either party materially breaches any provision of this Agreement, the non-breaching party may terminate this Agreement. This termination requires thirty (30) days written notice to the breaching party. The breaching party has the opportunity to cure the breach within that thirty (30) day period. If the breach is not cured, the Agreement will terminate automatically at the end of the thirty (30) day period.
- **Insolvency:** Either party may terminate this Agreement immediately upon written notice. This applies if the other party becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets.
- **Mutual Agreement:** Both parties may agree to terminate this Agreement at any time. This termination requires a written agreement signed by both Docupal Demo, LLC and ACME-1.

Effects of Termination

Upon termination of this Agreement for any reason, ACME-1 will pay Docupal Demo, LLC for all packaging services performed. Payment includes all expenses incurred up to the date of termination. Both parties will return or destroy any confidential information of the other party, as requested.

Dispute Resolution

DocuPal Demo, LLC and ACME-1 agree to resolve any disputes related to this Packaging Agreement amicably.

Mediation

First, both parties will attempt to resolve the dispute through mediation. A mutually agreed-upon mediator will be selected. Both parties will share the costs of mediation equally.

Arbitration

If mediation fails to resolve the dispute within [Number] days, the parties agree to submit the dispute to binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The decision of



the arbitrator 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 and Jurisdiction

This Packaging Agreement will be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of laws principles. Both parties consent to the exclusive jurisdiction of the state and federal courts located in Delaware for any legal action or proceeding arising out of or relating to this agreement.

Force Majeure

DocuPal Demo, LLC will not be liable for any failure to perform its obligations under this agreement. This applies if the failure results from unforeseeable causes beyond its reasonable control. These causes include, but are not limited to, acts of God, natural disasters, strikes, and governmental regulations.

Obligations During Force Majeure

If a force majeure event occurs, both DocuPal Demo, LLC and ACME-1 must take reasonable steps to minimize any resulting damages. Both parties will resume performance of their obligations as soon as reasonably possible after the event concludes.

Governance and Compliance

Docupal Demo, LLC and ACME-1 will adhere to all applicable laws and regulations related to packaging and safety. This includes compliance with the Consumer Product Safety Act and relevant state environmental regulations.

Compliance Monitoring

To ensure adherence to these standards, regular audits and inspections will be conducted. These audits will assess packaging processes, materials, and documentation to verify compliance. Both parties agree to cooperate fully with



these monitoring activities. Any identified non-compliance issues must be promptly addressed and corrected.

Regulatory Compliance

ACME-1 is responsible for ensuring that all packaging provided by Docupal Demo, LLC meets its specific regulatory requirements. Docupal Demo, LLC warrants that its packaging solutions comply with all applicable laws, regulations, and industry standards. These include, but are not limited to, regulations concerning product safety, labeling, and environmental impact.

Both parties will stay informed of any changes to relevant laws and regulations. They will update their practices accordingly. Docupal Demo, LLC will provide ACME-1 with documentation and certifications as needed to demonstrate compliance. ACME-1 has the right to request additional information or documentation to verify compliance.

Record Keeping

Both Docupal Demo, LLC and ACME-1 will maintain accurate records related to packaging materials, processes, and compliance activities. These records must be readily available for review during audits or upon request by either party.

Insurance Requirements

DocuPal Demo, LLC must maintain specific insurance coverage throughout the term of this Packaging Agreement. This insurance will protect against potential liabilities arising from the packaging services provided to ACME-1.

Required Coverage

DocuPal Demo, LLC shall procure and maintain, at its sole cost and expense, the following insurance policies:

- **General Liability Insurance:** This policy shall provide coverage for bodily injury and property damage, with a limit of not less than \$1,000,000 per occurrence.



- **Product Liability Insurance:** This policy shall provide coverage for liabilities arising from defects or failures in the packaged products, with a limit of not less than \$1,000,000 per occurrence.

DocuPal Demo, LLC shall provide ACME-1 with certificates of insurance evidencing the required coverage. These certificates must name ACME-1 as an additional insured on the general liability policy. DocuPal Demo, LLC must notify ACME-1 at least 30 days prior to any cancellation, non-renewal, or material change in the insurance policies. Failure to maintain the required insurance will be considered a material breach of this agreement.

Amendments and Waivers

Amendments

This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both DocuPal Demo, LLC and ACME-1. Any such amendment will become effective on the date specified in the amendment, or if no date is specified, on the date of its signature by both parties. Verbal agreements or understandings will not be binding on either party. All amendments must reference this Packaging Agreement and clearly state the specific provisions being amended. The process ensures that all changes are formally documented and agreed upon, providing clarity and preventing misunderstandings.

Waivers

No waiver by either party of any breach of any provision of this Agreement will be considered a waiver of any subsequent breach of the same or any other provision. A waiver will only be effective if it is in writing and signed by the party granting the waiver. The failure of either party to enforce any provision of this Agreement will not operate as a waiver of such provision or any other provision. All waivers must clearly identify the specific provision being waived and the extent of the waiver.

Notices

All notices and other communications regarding this Packaging Agreement must be in writing.



Methods of Delivery

Acceptable delivery methods include courier service and freight.

Contact Information

Notices must be sent to the following addresses:

- **DocuPal Demo, LLC:** 23 Main St, Anytown, CA 90210, United States, or legal@docupaldemo.com
- **Acme, Inc:** 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, or legal@acmeinc.com

A notice is considered effective upon receipt.

Miscellaneous Provisions

Assignment

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

Governing Law

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

Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations. If the parties are unable to resolve the dispute through negotiation, they agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. The location of the arbitration shall be Anytown, California.



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 agree to negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties.

Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

Amendment

No amendment to or modification of this Agreement will be effective unless it is in writing and signed by both parties.

Order of Precedence

In the event of any conflict between the terms of this Agreement and any exhibit or schedule attached hereto, the terms of this Agreement shall govern. Specific clauses within this agreement take precedence over general clauses.

Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, by email, or three (3) business days after being mailed by certified or registered mail, return receipt requested, postage prepaid, to the addresses set forth in the preamble to this Agreement.

Signatures and Execution

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



Execution

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures delivered electronically or via a qualified digital signature platform shall be considered valid and binding.

DocuPal Demo, LLC and Acme, Inc. have executed this Packaging Agreement through their duly authorized representatives.

	DocuPal Demo, LLC	Acme, Inc.
Signature	/s/ John Doe	/s/ Jane Smith
Printed Name	John Doe	Jane Smith
Title	Authorized Representative	Authorized Representative
Date	2025-08-09	2025-08-09

