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# Introduction and Definitions

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

This Agreement outlines the terms and conditions under which DocuPal Demo, LLC will provide custodial services to Acme Inc, ensuring the safekeeping and administration of assets as detailed herein. It defines the roles, responsibilities, and liabilities of both parties, including asset management, security measures, fee structures, reporting, compliance, termination conditions, and dispute resolution. This agreement aims to establish a clear understanding of the custodial services provided and the obligations of each party.

## Definitions

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

- **Assets:** Refers to any and all assets, including but not limited to cash, securities, and other property, that are entrusted to the Custodian by the Client under the terms of this Agreement.
- **Custodial Services:** Encompasses all services provided by the Custodian relating to the safekeeping, administration, and management of the Assets, as further described in this Agreement.
- **Client Instructions:** Refers to any and all instructions provided by the Client to the Custodian regarding the Assets, which must be in writing or otherwise documented in a manner acceptable to the Custodian.
- **Authorized Persons:** Individuals duly authorized by the Client to provide Client Instructions and act on behalf of the Client with respect to the Assets.



# Roles and Responsibilities

This section details the specific responsibilities of Docupal Demo, LLC, as Custodian, and Acme, Inc (ACME-1), as Client, under this Custodial Agreement.

## Custodian Responsibilities

Docupal Demo, LLC will safeguard the Client's assets with the utmost care. We will execute transactions strictly according to the Client's instructions. Regular reporting on the status of the assets will be provided to ACME-1. We are committed to full compliance with all applicable regulatory requirements. As Custodian, Docupal Demo, LLC will act with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use. This includes maintaining appropriate insurance coverage and segregating client assets from our own.

## Client Responsibilities

ACME-1 is responsible for providing accurate and timely instructions to Docupal Demo, LLC. The Client will monitor the performance of their assets and ensure their activities comply with all relevant laws and regulations. ACME-1 is responsible for reviewing all reports provided by Docupal Demo, LLC and promptly notifying us of any discrepancies.

## Limitations of Liability

Docupal Demo, LLC is not liable for losses resulting from market fluctuations. We are also not liable for actions taken based on the Client's instructions. Docupal Demo, LLC is not liable for events beyond its reasonable control, such as natural disasters or governmental actions. The Custodian's liability is limited to gross negligence or willful misconduct in the performance of its duties. In no event shall the Custodian be liable for any indirect, incidental, consequential, or special damages.



# Asset Safekeeping and Management

Docupal Demo, LLC will act as custodian, safekeeping ACME-1's assets with the highest degree of care. We will maintain detailed records of all assets held in custody, ensuring accuracy and transparency.

## Asset Segregation and Categorization

ACME-1's assets will be categorized by type, such as securities and cash. We will segregate these assets in dedicated accounts to protect them. This segregation ensures that ACME-1's assets are not co-mingled with our own or those of other clients.

## Security Measures

We employ robust security measures to safeguard ACME-1's assets. These measures include multi-factor authentication for account access and encryption of sensitive data. Regular security audits are conducted to identify and address potential vulnerabilities. Our systems are designed to protect against unauthorized access and cyber threats.

## Risk Management

Docupal Demo, LLC manages risk through diversification of assets, insurance coverage, and adherence to prudent investment practices. We continuously monitor market conditions and adjust our strategies. Our risk management protocols are designed to minimize potential losses and preserve capital.

## Fees and Charges

DocuPal Demo, LLC will charge ACME-1 fees for the custodial services provided under this agreement. These fees encompass custody fees, transaction fees, and other service-related charges.



## Fee Structure

Our fee structure includes both fixed and variable components. Fixed fees cover basic custody services. Variable fees apply to specific transactions executed on behalf of ACME-1.

## Billing and Payment

DocuPal Demo, LLC will bill ACME-1 quarterly for all accrued fees. The billing schedule will be provided separately. ACME-1 agrees to remit payment within thirty (30) days of the invoice date.

## Fee Schedule Example

Fee Type	Description	Rate
Custody Fee	Basic storage and maintenance of assets	0.05% of AUM, billed quarterly
Transaction Fee	Fee per transaction (e.g., buy, sell)	\$10 per transaction
Wire Transfer Fee	Fee for outgoing wire transfers	\$25 per transfer

## Reporting and Statements

Docupal Demo, LLC will provide ACME-1 with regular reports detailing the custodial assets. These reports will offer a clear view of all activity.

## Report Frequency

Reports will be generated on a monthly and annual basis. This ensures ACME-1 stays informed about their assets.

## Report Content

Each statement will include key information. This consists of asset balances, a detailed transaction history, and any fee deductions applied during the reporting period.



## Report Delivery

Docupal Demo, LLC will primarily deliver reports electronically. This method is both efficient and environmentally friendly. Electronic delivery also allows for faster access to information. However, alternative delivery methods can be arranged if needed.

## Compliance and Regulatory Requirements

Docupal Demo, LLC is committed to full compliance with all applicable laws and regulations governing custodial services. This includes, but is not limited to, the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, and the Employee Retirement Income Security Act of 1974 (ERISA).

## Monitoring and Reporting

Docupal Demo, LLC maintains an internal compliance team that actively monitors adherence to these regulations. In addition, external auditors conduct periodic reviews to ensure ongoing compliance. Acme, Inc will receive an annual report summarizing the findings of these compliance efforts.

## Audit Responsibilities

Docupal Demo, LLC will fully cooperate with any auditors engaged by Acme, Inc. This includes providing access to necessary documentation and promptly addressing any findings or recommendations made by the auditors. Docupal Demo, LLC is responsible for implementing and maintaining internal controls designed to prevent violations of applicable laws and regulations.





# Transfer and Withdrawal of Assets

## Asset Transfers

ACME-1 may transfer assets to or from its custodial account. All transfers require proper transfer instructions. We also need proof of ownership. Additional documents may be necessary to comply with regulations.

## Asset Withdrawals

ACME-1 can withdraw assets from its account. Withdrawals are subject to certain restrictions. We must verify all authorized signatories. Withdrawals must also comply with regulatory requirements.

## Client Authorization

We will accept authorization via written instructions. Our secure online portal is also an option. We may use other authenticated methods as well. All methods must properly verify the client's identity.

# Term and Termination

This Custodial Agreement will commence on the effective date and shall continue until terminated as outlined below.

Either party may terminate this Agreement by providing ninety (90) days written notice to the other party.

Upon termination, Docupal Demo, LLC will transfer all assets held in custody to ACME-1 or as directed in writing by ACME-1, subject to all applicable laws and regulations. Docupal Demo, LLC will cooperate fully with ACME-1 to ensure a smooth and orderly transfer of assets. Any fees or expenses associated with the transfer will be handled as per the fee schedule outlined in this agreement or as otherwise agreed upon in writing.





# Indemnification and Liability

## Indemnification

ACME-1 agrees to indemnify Docupal Demo, LLC against any losses, damages, or liabilities. This includes those arising from ACME-1's actions, omissions, or instructions.

## Liability Limitations

Docupal Demo, LLC is not liable for losses due to market fluctuations. We are also not liable for actions taken based on ACME-1's instructions. Events beyond our reasonable control are also excluded from our liability.

## Dispute Resolution

Any disputes will first be addressed through mediation. If mediation fails, arbitration will be used. If arbitration is unsuccessful, litigation may follow as a final recourse.

# Miscellaneous Provisions

This Custodial Agreement represents the complete understanding between Docupal Demo, LLC and ACME-1.

## Governing Law

The laws of the State of Delaware govern this Custodial Agreement. This applies without regard to its conflict of laws principles.

## Amendments

Any changes to this Custodial Agreement require a written agreement. Both parties must sign this agreement to make it valid.



## Assignment

Neither party can assign their rights or obligations under this Custodial Agreement. An exception exists if the other party provides prior written consent.

## Notices

All notices related to this Custodial Agreement must be in writing. Notices should be delivered to the addresses listed in this agreement.

