

# Table of Contents

<b>Introduction and Purpose</b>	<b>3</b>
Nature of Power of Attorney	3
Parties Involved	3
Purpose and Scope	3
<b>Grant of Authority</b>	<b>3</b>
Scope of Authority	4
Limitations	4
Reporting Requirements	4
<b>Duties and Responsibilities of the Agent</b>	<b>5</b>
Agent's Obligations	5
Fiduciary Duties	5
Conflicts of Interest	5
Reporting and Record-Keeping	5
<b>Duration and Termination</b>	<b>6</b>
Effective Date	6
Termination Events	6
Revocation	6
<b>Legal Representations and Warranties</b>	<b>6</b>
Principal's Representations	6
Agent's Representations	6
<b>Notarization and Witnessing Requirements</b>	<b>7</b>
Notarization	7
Witnessing	7
<b>Miscellaneous Provisions</b>	<b>7</b>
Governing Law	8
Dispute Resolution	8
Indemnification	8
Amendments	8
Severability	8
Counterparts	8
<b>Execution and Signatures</b>	<b>9</b>
Execution	9
Signatures	9



Witness Attestation .....	9
Notary Acknowledgment .....	10



# Introduction and Purpose

This Power of Attorney agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210, United States ("Producer") and Acme, Inc., located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("ACME-1")

## Nature of Power of Attorney

A Power of Attorney is a legal instrument recognized under the laws of the United States. Specifically, this document operates under the relevant legal code governing such agreements within the jurisdiction. It serves to grant authority to a designated individual, known as the Agent, to act on behalf of another, known as the Principal, in certain legal and financial matters.

## Parties Involved

In this Agreement, Acme, Inc. serves as the Principal, granting specific powers to the Agent, [Agent's Full Legal Name]. The Agent's authority is defined and limited within the subsequent clauses of this document.

## Purpose and Scope

The purpose of this Power of Attorney is to enable the Agent to manage finances, execute contracts, and handle real estate transactions on behalf of ACME-1, particularly in situations where the Principal is unavailable to act directly. This Agreement outlines the specific powers granted, the responsibilities of the Agent, and the conditions under which this Power of Attorney may be terminated.

# Grant of Authority

Acme, Inc. ("Principal"), grants to the agent full power and authority to act on its behalf, subject to the limitations stated in this agreement. This Power of Attorney is intended to create a durable power of attorney, which means it will remain in effect even if the Principal becomes incapacitated.



## Scope of Authority

The agent shall have the authority to perform the following actions on behalf of the Principal:

- **Bank Accounts:** To manage, control, and operate all bank accounts held in the name of Acme, Inc., including the power to deposit, withdraw, and transfer funds.
- **Contracts:** To enter into, negotiate, execute, amend, and terminate contracts on behalf of Acme, Inc., related to the business's operations.
- **Real Estate Transactions:** To buy, sell, lease, mortgage, and manage real estate properties owned by Acme, Inc., including the power to execute all necessary documents and instruments.

## Limitations

The agent's authority is subject to the following limitations:

- **Gift Giving:** The agent shall not make gifts on behalf of Acme, Inc. exceeding a total of \$10,000 per calendar year to any individual or entity.
- **Beneficiary Changes:** The agent is strictly prohibited from changing the beneficiaries of any existing insurance policies or trust agreements held by Acme, Inc.
- **Self-Dealing:** The agent shall not engage in any transactions where the agent, or a related party, benefits directly or indirectly from the transaction, unless such transaction is pre-approved in writing by an independent director of Acme, Inc.

## Reporting Requirements

The agent shall provide the Principal with a detailed report of all actions taken under this Power of Attorney on a [Frequency - e.g., monthly, quarterly] basis. These reports must include copies of all relevant documents and a summary of all transactions conducted. The Principal retains the right to request additional information or clarification regarding any actions taken by the agent.



# Duties and Responsibilities of the Agent

## Agent's Obligations

The Agent must act in the best interests of Acme, Inc (ACME-1) at all times. This includes acting honestly and in good faith. The Agent must follow ACME-1's instructions. The Agent must also keep ACME-1's property separate from their own.

## Fiduciary Duties

The Agent owes ACME-1 a fiduciary duty. This includes:

- **Duty of Loyalty:** The Agent must act solely for the benefit of ACME-1 and must not use their position for personal gain.
- **Duty of Obedience:** The Agent must follow all lawful instructions given by ACME-1.
- **Duty of Due Care:** The Agent must act with the same care, competence, and diligence that a reasonable person would exercise under similar circumstances.

## Conflicts of Interest

The Agent must disclose any potential conflicts of interest immediately to ACME-1's board of directors. The Agent must recuse themselves from any decisions where a conflict of interest exists.

## Reporting and Record-Keeping

The Agent must maintain accurate records of all transactions conducted on behalf of ACME-1. The Agent must provide quarterly reports to ACME-1's board of directors. These reports must detail all transactions, including dates, amounts, and purposes. The Agent must retain all supporting documentation for these transactions.



# Duration and Termination

## Effective Date

This Power of Attorney becomes effective immediately upon its signing.

## Termination Events

This Power of Attorney will terminate upon the occurrence of any of the following events:

- The dissolution of Acme, Inc.
- The death or incapacitation of the Agent.
- Written revocation by Acme, Inc.

## Revocation

Acme, Inc. reserves the right to revoke this Power of Attorney at any time. Revocation will be effective upon providing written notice to the Agent and all relevant third parties who have relied on this Power of Attorney. Acme, Inc. is responsible for ensuring that all parties are duly notified to prevent any further actions taken by the Agent after revocation.

# Legal Representations and Warranties

## Principal's Representations

Acme, Inc., confirms it has the legal authority to enter into this Power of Attorney. Acme, Inc., acknowledges this agreement is made freely and with full understanding of its terms. Acme, Inc., assures that the authorized officer signing this agreement is duly authorized to represent the company.

## Agent's Representations

[Agent's Full Legal Name] acknowledges they have carefully reviewed the terms of this Power of Attorney. [Agent's Full Legal Name] willingly accepts the appointment as agent and commits to fulfilling the responsibilities outlined herein. [Agent's Full



Legal Name] confirms they are not party to any existing agreements that would conflict with their obligations under this Power of Attorney. They will act in the best interests of Acme, Inc., while executing their duties.

## Notarization and Witnessing Requirements

This Power of Attorney Agreement must be properly notarized and witnessed to be considered valid and legally enforceable in [Jurisdiction].

### Notarization

Notarization is required to attest to the authenticity of the signatures. The Principal, ACME-1, must appear before a qualified notary public and acknowledge that they have signed the Power of Attorney willingly and knowingly. The notary will verify the identity of the Principal using a valid driver's license or passport and will affix their official seal and signature to the document.

### Witnessing

In addition to notarization, this Power of Attorney requires two witnesses. The witnesses must be present when the Principal signs the document and must also sign the document themselves, attesting that they witnessed the Principal's signature. Witnesses must also provide valid identification, such as a driver's license or passport, to verify their identities.

## Miscellaneous Provisions

This Power of Attorney Agreement contains the entire understanding between ACME-1 and Docupal Demo, LLC. It includes all terms and conditions relating to the agent's authority.

### Governing Law

The laws of [Jurisdiction] govern this Power of Attorney Agreement. This includes its interpretation and enforcement.





## Dispute Resolution

Any dispute arising from or relating to this Agreement will be settled by binding arbitration. The arbitration will be conducted according to the rules of the [Arbitration Organization]. The decision of the arbitrator will be final and binding on both ACME-1 and Docupal Demo, LLC.

## Indemnification

To the fullest extent permitted by law, ACME-1 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 attorneys' fees) arising out of or relating to the agent's actions under this Power of Attorney. This indemnification does not extend to actions taken by the agent with gross negligence, fraud, or willful misconduct.

## Amendments

This Agreement may only be modified or amended by a written instrument. This instrument must be signed by both ACME-1 and Docupal Demo, LLC. No other method of modification, such as verbal agreements or email exchanges, will be considered valid.

## Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue 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.

## Counterparts

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.





# Execution and Signatures

## Execution

This Power of Attorney Agreement is effective as of 2025-08-09.

## Signatures

To acknowledge their agreement to the terms and conditions outlined herein, the parties below have executed this Power of Attorney Agreement.

### Principal:

Acme, Inc.

By: \_\_\_\_\_

Name:

Title:

Date:

### Agent:

\_\_\_\_\_  
[Agent's Full Legal Name]

Date:

## Witness Attestation

We, the undersigned, attest that the signatures of the Principal and Agent were affixed in our presence on the dates indicated above.

Witness 1: \_\_\_\_\_

Name:

Date:



Witness 2: \_\_\_\_\_

Name:

Date:

## Notary Acknowledgment

State of:

County of:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

My Commission Expires:

