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Introduction and Purpose

Introduction

This Medical Services 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 ("Provider"), and Acme, Inc, a company organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Client").

Purpose

The purpose of this Agreement is to establish the terms and conditions under which Provider will provide certain medical services to Client's employees. This Agreement outlines the scope of services, payment terms, confidentiality obligations, and other essential provisions to ensure a clear understanding between both parties.

Definitions

For purposes of this Agreement, the following definitions shall apply:

- "Services" means the medical services to be provided by Provider to Client's employees as described in **Schedule A**.
- "Provider" means DocuPal Demo, LLC.
- "Client" means Acme, Inc.

Scope of Medical Services

Docupal Demo, LLC will provide medical services to ACME-1 employees as detailed below. These services are designed to promote employee health and well-being.

Included Medical Services

Docupal Demo, LLC will offer the following services:



- **Primary Care:** This includes routine check-ups, preventive care, and management of chronic conditions.
- **Specialist Referrals:** When necessary, Docupal Demo, LLC will coordinate referrals to qualified specialists.
- **Urgent Care:** Employees can access urgent care services for non-life-threatening conditions requiring prompt attention.
- **On-Site Health Screenings:** Docupal Demo, LLC will conduct on-site health screenings to identify potential health risks.
- **Telemedicine Consultations:** Employees can consult with healthcare professionals remotely via telemedicine.

Service Quality and Standards

Service quality will be measured through several methods. Patient satisfaction surveys will gather feedback on patient experience. Clinical outcomes will be monitored to ensure effective treatment. Adherence to evidence-based guidelines will ensure best practices are followed. Our standards are based on benchmarks set by the National Committee for Quality Assurance (NCQA). We are committed to providing high-quality, patient-centered care.

Exclusions and Limitations

The following services are specifically excluded from this agreement:

- **Cosmetic Surgery:** Procedures primarily intended to improve appearance are not covered.
- **Experimental Treatments:** Treatments not yet established as safe and effective are excluded.
- **Non-Pre-Authorized Services:** Services not pre-authorized by Docupal Demo, LLC are excluded, except in emergency situations. In emergencies, employees should seek immediate medical attention, and authorization protocols will be addressed subsequently.
- **Services outside the United States:** Medical services rendered outside of the United States are not covered under this agreement. ACME-1 will be responsible for any costs incurred from services outside of United States.
- **Dental and Vision Services:** This agreement focuses on medical services; dental and vision care are not included. These services will need to be arranged separately.
- **Long-Term Care:** Long-term care services, such as nursing home care, are not covered under this agreement.



- **Mental Health Services:** While initial assessments may be provided, comprehensive mental health services require a separate agreement or referral.
- **Substance Abuse Treatment:** Treatment programs for substance abuse are not included but can be facilitated through referrals to specialized facilities.

Provider Obligations and Responsibilities

DocuPal Demo, LLC will provide medical services to ACME-1's employees according to the terms of this Agreement. DocuPal Demo, LLC will perform all services in a professional manner. We will use qualified personnel. Our services must meet or exceed prevailing industry standards.

Standards and Qualifications

DocuPal Demo, LLC must ensure that all medical professionals involved in providing services under this Agreement:

- Maintain board certifications in their respective specialties.
- Possess and maintain current, valid state licenses to practice medicine in the relevant jurisdictions.
- Complete all necessary continuing education to stay up-to-date with current medical practices.

Quality of Care and Ethical Standards

DocuPal Demo, LLC is committed to providing high-quality medical care. We will meet these expectations:

- Uphold standards of care that are consistent with prevailing medical practices.
- Adhere to ethical guidelines as set forth by the American Medical Association.
- Maintain patient confidentiality in accordance with applicable laws and regulations.

Regulatory Compliance

DocuPal Demo, LLC will comply with all relevant federal, state, and local laws and regulations. This includes, but is not limited to:



- Health Insurance Portability and Accountability Act (HIPAA). We will protect the privacy and security of patient information.
- Occupational Safety and Health Administration (OSHA) standards. We will ensure a safe working environment for our employees and ACME-1's employees receiving services.
- All applicable licensing requirements for medical facilities and professionals.

Scope of Services

DocuPal Demo, LLC will provide the specific medical services detailed in **Exhibit A**. Any changes to the scope of services must be mutually agreed upon in writing by both parties. We will obtain informed consent from each patient before providing any medical treatment or procedure.

Record Keeping

DocuPal Demo, LLC will maintain accurate and complete medical records for all patients. These records will be stored securely and confidentially. We will provide ACME-1 with access to de-identified, aggregated data as outlined in **Exhibit B**. This will help ACME-1 assess the health and wellness of its employee population.

Client Obligations and Responsibilities

ACME-1 plays a vital role in ensuring the success of this Medical Services Agreement. Their responsibilities are outlined below.

Information Provision

ACME-1 will provide DocuPal Demo, LLC with accurate and up-to-date information. This includes:

- Complete employee census data.
- Details regarding employee eligibility for the provided medical services.
- Relevant claims history, as needed.



Cooperation and Participation

ACME-1 will actively encourage employee participation in offered health and wellness programs. They will also facilitate clear communication between DocuPal Demo, LLC and their employees. This ensures smooth service delivery.

Payment Terms

ACME-1 is responsible for paying all fees as detailed in this Agreement. Payments must be made according to the agreed-upon payment schedule. Failure to adhere to the payment schedule may result in service disruption.

ACME-1 is responsible for any taxes, duties, or levies imposed by any authority, in connection with the medical services provided by DocuPal Demo, LLC.

Payment Terms and Conditions

DocuPal Demo, LLC will invoice ACME-1 monthly for medical services rendered. Payment is due within thirty (30) days of the invoice date. All payments shall be in United States Dollars (USD).

Service Fees

The fees for specific medical services are detailed in **Schedule B** of this Agreement. DocuPal Demo, LLC reserves the right to adjust these fees with thirty (30) days written notice to ACME-1.

Payment Methods

ACME-1 can make payments via the following methods:

- **ACH Transfer:** Details for ACH transfer will be provided on each invoice.
- **Check:** Checks should be made payable to DocuPal Demo, LLC and mailed to 23 Main St, Anytown, CA 90210.
- **Credit Card:** DocuPal Demo, LLC accepts major credit cards. Please contact our billing department to arrange credit card payments.



Late Payments

Payments not received within thirty (30) days of the invoice date will be considered late. A late fee of 1.5% per month will be applied to the outstanding balance. DocuPal Demo, LLC reserves the right to suspend services if payments are more than sixty (60) days past due until the account is brought current.

Payment Timeline

Confidentiality and Data Protection

DocuPal Demo, LLC ("DocuPal") and Acme, Inc ("ACME-1") recognize the importance of maintaining the confidentiality of all patient information. Both parties agree to adhere to the following principles and practices regarding data protection.

Confidentiality Obligations

All patient information, including medical records and personal data, is considered strictly confidential. DocuPal will not disclose any patient information to third parties without the patient's explicit written consent, except when legally required. ACME-1 agrees to maintain the confidentiality of any patient information it receives from DocuPal.

Patient Data Handling

DocuPal will implement and maintain appropriate technical and organizational measures to protect patient information against unauthorized access, disclosure, alteration, or destruction. This includes using secure electronic health records (EHR) systems and adhering to strict data handling protocols. Access to patient information will be limited to authorized personnel only, on a need-to-know basis.

Compliance with Data Protection Laws

DocuPal is committed to complying with all applicable data protection laws and regulations, including:



- **HIPAA (Health Insurance Portability and Accountability Act):** DocuPal will comply with HIPAA regulations regarding the privacy, security, and electronic transmission of health information.
- **GDPR (General Data Protection Regulation):** To the extent that GDPR applies to the processing of personal data under this Agreement, DocuPal will comply with its obligations as a data processor or data controller.
- **Other Relevant Laws:** DocuPal will also comply with any other relevant data protection laws and regulations applicable to the services provided under this Agreement.

Data Security Measures

DocuPal will maintain industry-standard security measures to protect patient data, including:

- Encryption of sensitive data both in transit and at rest.
- Regular security assessments and audits.
- Employee training on data protection and security best practices.
- Incident response plan to address data breaches or security incidents.

Both parties will promptly notify each other of any suspected or actual data breaches or security incidents that may affect patient information.

Professional Liability and Indemnification

Professional Liability

DocuPal Demo, LLC will perform medical services with reasonable care and skill. Our liability for any damages or claims related to these services is limited to the total fees ACME-1 has paid to us under this agreement. This limitation does not apply to damages resulting from our gross negligence or willful misconduct.

Indemnification

DocuPal Demo, LLC agrees to indemnify and hold ACME-1 harmless from any claims, losses, or expenses arising from our negligence or willful misconduct in providing services under this agreement.



ACME-1 agrees to indemnify and hold DocuPal Demo, LLC harmless from any claims, losses, or expenses arising from ACME-1's own actions, omissions, or breach of this agreement.

Insurance

DocuPal Demo, LLC will maintain the following insurance coverage throughout the term of this agreement:

- Professional liability insurance with adequate coverage limits.
- General liability insurance with industry-standard coverage limits.
- Workers' compensation insurance as required by applicable laws.

We will provide ACME-1 with certificates of insurance upon request, demonstrating that we maintain the required coverage.

Term, Renewal, and Termination

Initial Term

This Agreement will begin on August 9, 2025, and will continue for an initial term of three (3) years.

Renewal

After the initial three-year term, this Agreement will automatically renew for additional one-year terms. This automatic renewal will continue unless either party provides written notice of termination. The written notice must be given at least ninety (90) days before the end of the current term.

Termination

This Agreement may be terminated under the following conditions:

- **Material Breach:** Either party may terminate this Agreement if the other party materially breaches any of its obligations and fails to cure the breach within thirty (30) days after receiving written notice of the breach.



- **Failure to Pay:** DocuPal Demo, LLC may terminate this Agreement if ACME-1 fails to pay any amount due under this Agreement within thirty (30) days after receiving written notice of non-payment.
- **Violation of Laws or Regulations:** Either party may terminate this Agreement immediately if the other party violates any applicable laws or regulations related to the provision or receipt of medical services.
- **Insolvency:** Either party may terminate this Agreement immediately if the other party becomes insolvent, files for bankruptcy, or has a receiver appointed for its assets.

Notice of Termination

To terminate this Agreement, the terminating party must provide written notice to the other party. The notice must state the reason for termination and the effective date of termination. The notice should be sent to the addresses listed in this Agreement.

Dispute Resolution and Governing Law

Dispute Resolution Process

DocuPal Demo, LLC and ACME-1 will first attempt to resolve any disputes arising under this Medical Services Agreement through good faith negotiation. If negotiation fails, the parties agree to participate in mediation.

Mediation

Mediation will be conducted before resorting to arbitration. The parties will mutually agree upon a mediator.

Arbitration

If mediation does not resolve the dispute, 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 arbitrator's decision will be final and binding on both parties.



Governing Law and Jurisdiction

This Medical Services Agreement will be governed by and construed in accordance with the laws of the State of Delaware. The parties agree that any legal action or proceeding arising out of or relating to this agreement will be brought exclusively in the state or federal courts located in Delaware. Each party consents to the jurisdiction of such courts for any such action or proceeding.

Compliance with Laws and Regulations

DocuPal Demo, LLC will comply with all applicable federal and state laws and regulations. This includes laws and regulations of the State of Delaware, which govern this agreement.

Healthcare Laws and Regulations

DocuPal Demo, LLC will adhere to all relevant healthcare laws and regulations. This encompasses but is not limited to HIPAA, Stark Law, and Anti-Kickback Statute. We will maintain policies and procedures to ensure ongoing compliance.

Ethical Standards

DocuPal Demo, LLC is committed to upholding the highest ethical standards. These standards are defined by the American Medical Association and other relevant professional organizations. All medical services will be provided in accordance with these ethical guidelines.

Compliance Monitoring

DocuPal Demo, LLC will monitor compliance through several methods. These include regular audits, patient feedback mechanisms, and routine reviews of clinical practices. Any identified compliance issues will be promptly addressed and corrected. This ensures that we continue to meet all legal and ethical requirements.



Insurance Requirements

DocuPal Demo, LLC must maintain the following insurance coverage throughout the term of this Agreement. These requirements ensure adequate protection for both parties.

Required Coverage

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

- **Professional Liability Insurance:** As specified in Schedule C.
- **General Liability Insurance:** As specified in Schedule C.
- **Workers' Compensation Insurance:** As specified in Schedule C, covering all employees as required by applicable law.

Proof of Insurance

DocuPal Demo, LLC will provide ACME-1 with certificates of insurance evidencing the required coverage. These certificates must be provided:

- Annually, as part of routine compliance.
- Upon request by ACME-1, should the need arise.

Consequences of Lapse

Failure to maintain the required insurance coverage will be considered a material breach of this Agreement. ACME-1 reserves the right to suspend services under this Agreement until DocuPal Demo, LLC reinstates the required insurance coverage and provides satisfactory proof of such reinstatement.

Force Majeure

DocuPal Demo, LLC will not be liable for any failure to perform its obligations under this Agreement when the failure results from events beyond its reasonable control. These events are considered *Force Majeure Events*.



Qualifying Events

Force Majeure Events include, but are not limited to:

- Natural disasters (e.g., floods, earthquakes, hurricanes)
- Acts of war or terrorism
- Government regulations or orders
- Widespread public health emergencies (e.g., pandemics)

Suspension of Obligations

During a Force Majeure Event, both DocuPal Demo, LLC and ACME-1's obligations under this Agreement will be suspended to the extent that the event makes performance impossible or impractical. DocuPal Demo, LLC will make reasonable efforts to resume performance as soon as reasonably possible after the Force Majeure Event ceases.

Notification

If a Force Majeure Event occurs, DocuPal Demo, LLC will notify ACME-1 in writing within ten (10) days of the event's occurrence. The notification will include a description of the event and its likely impact on DocuPal Demo, LLC's ability to perform its obligations under this Agreement.

Miscellaneous Provisions

This section covers various standard legal terms. It explains how to handle changes to this agreement. It also describes how notices should be delivered.

Assignment

Neither party may assign this Agreement. Any assignment requires the other party's prior written consent.

Amendments

Any changes to this Agreement must be in writing. Both parties must sign the written instrument for it to be valid.



Entire Agreement

This Agreement contains the entire understanding between Docupal Demo, LLC and ACME-1. It covers the services outlined herein. It supersedes all prior agreements, discussions, or understandings. This includes both written and oral communications.

Notices

All notices relating to this Agreement must be in writing. Notices should be sent by certified mail or email. Notices to Docupal Demo, LLC should be sent to 23 Main St, Anytown, CA 90210. Email notices should be sent to legal@docupal.com. Notices to ACME-1 should be sent to 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA. Email notices should be sent to legal@acme-inc.com. Either party may change its contact information by providing written notice to the other.

Severability

If any part of this Agreement is deemed unenforceable, the remaining provisions will still be valid. The parties will negotiate in good faith to replace any invalid provision. The new provision will reflect the original intent as closely as possible.

Signatures and Execution

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

Agreement

By signing below, DocuPal Demo, LLC and Acme, Inc. agree to all the terms and conditions outlined in this Medical Services Agreement.

DocuPal Demo, LLC

Signature:	
Name:	
Title:	

Date:	August 9, 2025
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Acme, Inc

Signature:	
Name:	
Title:	
Date:	

Instructions for Execution

Please ensure that an authorized representative of your organization signs and dates this Medical Services Agreement. Electronic signatures are acceptable and considered legally binding. While witness signatures are not mandatory, they are recommended for added verification. Return a fully executed copy to DocuPal Demo, LLC at your earliest convenience to Upon receipt of the signed agreement, DocuPal Demo, LLC will provide a fully executed copy for your records. Both parties should retain a copy of this agreement for future reference.

