

Table of Contents

Introduction	3
Purpose	3
Definitions	3
Appendix A: Glossary of Terms	4
Scope of Services	4
Waste Categories	4
Service Levels and Performance Standards	4
Hazardous Waste Handling	5
Roles and Responsibilities	5
Client Responsibilities	5
Contractor Responsibilities	5
Compliance with Laws and Regulations	6
Environmental Regulations	6
Monitoring and Reporting	6
Payment Terms	7
Invoicing and Payment	7
Incentives and Penalties	7
Late Payments	7
Term and Termination	7
Initial Term	7
Renewal	8
Termination	8
Liability and Indemnification	8
Limitation of Liability	8
Environmental Liability	8
Indemnification	9
Data Reporting and Documentation	9
Waste Tracking and Reporting	9
Reporting Frequency and Content	9
Documentation Standards	10
Data Confidentiality	10
Environmental and Sustainability Commitments	10
Waste Reduction Target	10



Continuous Improvement	11
Force Majeure	11
Qualifying Events	11
Notification and Suspension	11
Resumption of Obligations	11
Dispute Resolution	11
Escalation	11
Mediation and Arbitration	12
Governing Law	12
Confidentiality	12
Scope of Confidential Information	12
Exceptions to Confidentiality	12
Term	13
Amendments	13
Modification Process	13
Documentation and Approval	13
Signatures	14
Docupal Demo, LLC	14
Acme, Inc	14
Notarization	14



Introduction

This Waste Management 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 United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc, also known as ACME-1, a business entity organized under the laws of United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Client").

Purpose

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal will provide comprehensive waste management services to Client. These services include the collection, transportation, and disposal of various waste streams generated by Client's operations at the specified location. This Agreement outlines the responsibilities of each party, ensuring regulatory compliance and environmentally sound waste management practices.

Definitions

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

- **Waste:** Any discarded material, substance, or object that is no longer intended for its original purpose. This includes, but is not limited to, solid, liquid, and gaseous materials resulting from ACME-1's operations.
- **Hazardous Waste:** Waste that poses a substantial or potential threat to public health or the environment. Hazardous waste possesses characteristics such as ignitability, corrosivity, reactivity, or toxicity, as defined by applicable environmental regulations.
- **Recycling:** The process of collecting and processing waste materials to be reused as raw materials or new products, reducing the need for virgin resources.



- **Disposal:** The final disposition of waste that cannot be recycled or reused, typically involving landfilling, incineration, or other approved methods in accordance with environmental regulations.
- **Compliance:** Adherence to all applicable federal, state, and local laws, regulations, permits, and standards relating to waste management, environmental protection, and worker safety.

Appendix A: Glossary of Terms

A comprehensive glossary of technical waste management terms is provided in Appendix A to further clarify the terminology used in this Agreement.

Scope of Services

DocuPal Demo, LLC will provide comprehensive waste management services to ACME-1, encompassing the collection, transportation, and disposal of waste generated at ACME-1's facility located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Waste Categories

The waste management services include, but are not limited to, the following waste categories:

- Municipal Solid Waste
- Recyclable Materials
- Hazardous Waste (as specifically detailed in Appendix B)

Service Levels and Performance Standards

Service levels for waste collection frequency and container sizing are defined in Section 3 of this agreement. Performance standards, including metrics for on-time collection and spill prevention, are outlined in Section 4. DocuPal Demo, LLC is committed to meeting or exceeding these standards to ensure efficient and reliable waste management services.



Hazardous Waste Handling

Specific procedures for handling hazardous waste, as defined by applicable EPA regulations, are detailed in Section 7. DocuPal Demo, LLC will ensure strict adherence to these procedures, including proper labeling, storage, and transportation of hazardous waste, to maintain regulatory compliance and protect the environment and human health. All hazardous waste will be transported to permitted treatment, storage, and disposal facilities (TSDFs) in accordance with applicable regulations.

Roles and Responsibilities

This section details the roles and responsibilities of each party, DocuPal Demo, LLC ("Contractor") and Acme, Inc. ("Client"), to ensure the effective and compliant execution of this Waste Management Agreement.

Client Responsibilities

Acme, Inc. is responsible for the proper segregation of waste materials at the point of origin, as outlined in Section 5. This includes separating recyclable materials, compostable waste, and general waste into designated containers. ACME-1 will provide clear labeling for each container to avoid confusion and contamination. ACME-1 agrees to make waste accessible for collection at the designated pick-up locations and times. The client will also provide necessary information and documentation related to any specific waste streams generated at their facility, if required by law.

Contractor Responsibilities

DocuPal Demo, LLC is responsible for the safe and efficient collection, transportation, and disposal of waste materials from Acme, Inc.'s facility, as detailed in Section 6. DocuPal Demo, LLC ensures all operations adhere to relevant environmental regulations and safety standards, as described in Section 8. This includes using appropriate equipment and trained personnel to handle waste materials safely. DocuPal Demo, LLC is responsible for the proper disposal of waste at licensed and permitted facilities. DocuPal Demo, LLC will also provide regular reports to Acme, Inc. regarding waste volumes, disposal methods, and regulatory compliance.



Compliance with Laws and Regulations

Docupal Demo, LLC, and ACME-1 will comply with all applicable federal, state, and local laws. This includes regulations related to waste management. These laws govern the collection, transportation, processing, and disposal of waste.

Environmental Regulations

Both parties must adhere to all environmental laws. They must also comply with waste handling regulations. These regulations are from the Environmental Protection Agency (EPA). They also come from relevant state environmental agencies. ACME-1 is responsible for ensuring its waste is properly classified. They must also ensure it is suitable for the agreed-upon disposal methods. Docupal Demo, LLC is responsible for managing the waste according to these classifications. This includes during collection, transport, and disposal. Both parties will maintain all necessary permits and licenses. These permits and licenses are needed for their respective operations.

Monitoring and Reporting

Docupal Demo, LLC will conduct regular audits. These audits will ensure compliance with all relevant laws and regulations. Compliance reports will be generated. These reports will detail the findings of the audits. These reports will be provided to ACME-1 as described in Section 9. ACME-1 has the right to request additional information. This will help them verify compliance. Both parties will cooperate fully with regulatory agencies. This cooperation includes inspections and providing requested documentation. Any violations of these laws and regulations must be reported immediately to the other party. Corrective actions will be implemented promptly.

Payment Terms

DocuPal Demo, LLC will invoice ACME-1 monthly for waste management services rendered. The monthly fee will be based on the volume and type of waste managed, as detailed in **Schedule A**.



Invoicing and Payment

Invoices will be submitted to ACME-1 at the end of each month. ACME-1 agrees to pay all invoices within thirty (30) days of the invoice date (Net 30 terms). Payments can be made via ACH transfer or by check. Payment details for both methods will be provided on each invoice.

Incentives and Penalties

DocuPal Demo, LLC will provide incentives to ACME-1 for exceeding agreed-upon recycling targets. Conversely, penalties will be applied for non-compliance with specified service levels. Specific details regarding incentives and penalties are outlined in **Schedule B**.

Late Payments

In the event that ACME-1 fails to remit payment within the Net 30 timeframe, DocuPal Demo, LLC reserves the right to charge a late payment fee of one and a half percent (1.5%) per month on the outstanding balance, or the maximum rate permitted by law, whichever is lower. Continued failure to make timely payments may result in suspension of services, until all outstanding balances, including late fees, are paid in full.

Term and Termination

Initial Term

This Agreement will begin on January 1, 2024. The initial term of this Agreement is three (3) years.

Renewal

This Agreement will automatically renew for successive one (1) year terms. This automatic renewal will occur unless either party provides written notice of termination. Such notice must be given 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 non-breaching party may terminate. The breaching party will have ninety (90) days to cure the breach after receiving written notice. If the breach is not cured within ninety (90) days, the non-breaching party may terminate the Agreement immediately.
- **Insolvency:** Either party may terminate this Agreement if the other party becomes insolvent. Insolvency includes bankruptcy, receivership, or assignment for the benefit of creditors.
- **Regulatory Non-Compliance:** Either party may terminate this Agreement if the other party fails to comply with applicable laws or regulations.
- **Notice of Termination:** Either party can terminate this agreement with a written notice of 90 days.

Liability and Indemnification

Limitation of Liability

DocuPal Demo, LLC will not be liable to ACME-1 for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement. This includes, but is not limited to, loss of profits, business interruption, or loss of data. However, this limitation does not apply to damages resulting from DocuPal Demo, LLC's gross negligence or willful misconduct.

Environmental Liability

DocuPal Demo, LLC is responsible for environmental damages caused by its negligence or willful misconduct during the performance of its duties under this Agreement. This includes any releases or spills of waste materials during collection, transportation, or disposal. DocuPal Demo, LLC will take all necessary steps to remediate any such environmental damage.



Indemnification

DocuPal Demo, LLC shall indemnify, defend, and hold harmless ACME-1, 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 resulting from:

- DocuPal Demo, LLC's breach of this Agreement.
- The negligence or willful misconduct of DocuPal Demo, LLC or its employees or agents.
- Any violation of applicable laws, regulations, or permits by DocuPal Demo, LLC.

ACME-1 will promptly notify DocuPal Demo, LLC of any claim subject to indemnification. DocuPal Demo, LLC will have the right to control the defense and settlement of any such claim. ACME-1 will cooperate with DocuPal Demo, LLC in the defense of any claim.

Data Reporting and Documentation

Waste Tracking and Reporting

DocuPal Demo, LLC will provide ACME-1 with comprehensive waste tracking and reporting. This includes detailed records of waste collection, transportation, and disposal. We will maintain accurate records of the types and volumes of waste handled. These records will be readily available for review and audit by ACME-1. Our reporting will adhere to all industry standards and regulatory requirements. We ensure diligent tracking to optimize waste management practices and compliance.

Reporting Frequency and Content

DocuPal Demo, LLC will submit monthly reports to ACME-1. These reports will include:

- Waste volume metrics
- Recycling rates achieved
- Compliance updates as per regulatory requirements

These reports will give ACME-1 a clear view of waste management performance.



Documentation Standards

All documentation related to waste management activities must meet industry standards. It must also adhere to all applicable regulatory requirements. This ensures that our processes are transparent and compliant.

Data Confidentiality

DocuPal Demo, LLC will maintain the confidentiality of all data related to ACME-1's waste management activities. We will use secure data handling practices to protect sensitive information, as described in Section 18.

Environmental and Sustainability Commitments

DocuPal Demo, LLC and ACME-1 are dedicated to environmentally responsible waste management practices. This commitment includes actively promoting recycling and waste reduction initiatives. We will strive to minimize the environmental impact of our operations through sustainable disposal methods.

Waste Reduction Target

ACME-1 and DocuPal Demo, LLC aim to achieve a 20% reduction in waste generation over the duration of this agreement. This target will be met through collaborative efforts and the implementation of effective waste management strategies.

Continuous Improvement

Both parties agree to regular reviews of waste management processes to identify opportunities for improvement. We will implement best practices and innovative solutions to enhance environmental performance and sustainability.



Force Majeure

Neither Docupal Demo, LLC, nor ACME-1 will be liable for any failure to perform its obligations under this Agreement when such failure is due to force majeure. Force majeure events are defined as events beyond a party's reasonable control.

Qualifying Events

These events may include, but are not limited to, natural disasters or acts of government. Section 22 further defines qualifying events.

Notification and Suspension

If a force majeure event occurs, the affected party must promptly notify the other party. During the period of force majeure, both parties' obligations are suspended to the extent they are affected by the event.

Resumption of Obligations

Upon the cessation of the force majeure event, both Docupal Demo, LLC, and ACME-1 will resume their respective obligations under this Agreement.

Dispute Resolution

DocuPal Demo, LLC and ACME-1 aim to resolve any disputes fairly and efficiently. Both parties will first attempt to resolve any disagreement through good-faith negotiation.

Escalation

If informal negotiations fail, the issue will be escalated to senior management within both DocuPal Demo, LLC and ACME-1. These senior managers will have a period of thirty (30) days to resolve the dispute.



Mediation and Arbitration

If senior management cannot resolve the dispute, the parties agree to attempt mediation. A mutually agreed-upon mediator will be selected. The costs of mediation will be shared equally by both parties.

If mediation is unsuccessful, any unresolved dispute arising out of or relating to this Agreement shall be settled by binding arbitration administered in accordance with the rules of the American Arbitration Association. The arbitration will be conducted in the State of Delaware. The arbitrator's decision 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

The laws of the State of Delaware shall govern the interpretation and enforcement of this agreement.

Confidentiality

Docupal Demo, LLC and ACME-1 acknowledge that during the term of this Agreement, each party may have access to confidential information belonging to the other party. This information includes, but is not limited to, financial, technical, and operational data related to each party's business.

Scope of Confidential Information

Both parties agree to treat all confidential information received from the other with the utmost care. Neither party will disclose confidential information to any third party without the prior written consent of the disclosing party.

Exceptions to Confidentiality

The obligations of confidentiality outlined in this section do not apply to information that:

- Is or becomes publicly available through no fault of the receiving party.
- Was already known to the receiving party before its disclosure by the disclosing party.



- Is independently developed by the receiving party without reference to the disclosing party's confidential information.
- Is required to be disclosed by law or legal process.

Term

The confidentiality obligations under this Agreement will continue for a period of five (5) years following the termination of this Agreement.

Amendments

Modification Process

This Agreement may be modified or amended at any time by mutual written consent of both parties. All changes, modifications, or amendments to this Agreement must be set forth in writing and signed by authorized representatives of both DocuPal Demo, LLC and ACME-1. No verbal agreements or informal communications will be considered valid amendments to this Agreement.

Documentation and Approval

Any proposed amendment must be presented in writing to the other party. The receiving party will review the proposed amendment and, if acceptable, will sign and return it to the originating party. The amendment will become effective only upon signature by authorized representatives of both DocuPal Demo, LLC and ACME-1. Written records of all amendments will be maintained by both parties as an attachment to this Agreement. These records must include the date of the amendment, the specific changes made, and the signatures of the authorized representatives. This ensures that all modifications are properly documented and legally binding.

Signatures

This Waste Management Agreement is effective as of the last date of signing below.

Docupal Demo, LLC and Acme, Inc. indicate their agreement to all terms and conditions outlined in this document by their signatures below through their duly authorized representatives.



Docupal Demo, LLC

Signed: _____

Name: [Name of DocuPal Demo, LLC Representative]

Title: [Title of DocuPal Demo, LLC Representative]

Date: _____

Acme, Inc

Signed: _____

Name: [Name of Acme Inc Representative]

Title: [Title of Acme Inc Representative]

Date: _____

Notarization

This agreement requires notarization to be considered fully executed.

