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Introduction and Parties

This Recycling 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, also known as ACME-1, a business organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Client").

Background

Provider is in the business of providing recycling services, including the collection, sorting, and processing of recyclable materials. Client desires to engage Provider to provide such recycling services for its facilities.

Purpose

The purpose of this Agreement is to set forth the terms and conditions under which Provider will provide recycling services to Client, including the collection, sorting, and processing of recyclable materials such as paper, plastic, and aluminum, in accordance with applicable laws and regulations.

Scope of Services

Docupal Demo, LLC will provide comprehensive recycling services to ACME-1, encompassing the collection, sorting, and processing of recyclable materials. These services aim to support ACME-1's sustainability goals and ensure compliance with environmental regulations.

Recycling Services

Docupal Demo, LLC will perform the following services:

- **Collection:** Regular collection of designated recyclable materials from ACME-1's designated locations at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA. Collection schedules will be mutually agreed upon and may be adjusted based on ACME-1's needs.



- **Sorting:** Sorting of collected materials to separate paper, plastic, and aluminum. This ensures efficient processing and maximizes the recovery of valuable resources.
- **Processing:** Processing of sorted materials using industry-standard recycling techniques. This includes preparing the materials for reuse in manufacturing new products.
- **Recycling:** Recycling of designated materials, including paper, plastic and aluminum.

Materials Handled

The services cover the recycling of the following materials:

- Paper
- Plastic
- Aluminum

Service Boundaries

Docupal Demo, LLC will **not** handle hazardous waste disposal. ACME-1 is responsible for the proper disposal of any hazardous materials according to applicable laws and regulations.

Term and Termination

Agreement Term

This Recycling Services Agreement will begin on August 9, 2025. The initial term will last for 3 years. After this initial period, the agreement will automatically renew for successive 1-year terms.

Renewal

To prevent automatic renewal, either party must provide written notice. This notice must be given at least 90 days before the end of the current term.



Termination

Termination for Cause

Either party can terminate this agreement if the other party materially breaches it. Termination is also permitted if either party becomes bankrupt. Failure to comply with relevant environmental regulations also allows for termination.

Termination Notice

The terminating party must provide written notice 60 days in advance.

Consequences of Termination

Early termination may result in penalties. These penalties will be determined based on the specific circumstances of the termination.

Service Levels and Performance Standards

DocuPal Demo, LLC will provide recycling services to ACME-1 according to the following performance standards. These standards ensure effective and efficient recycling operations.

Key Performance Indicators (KPIs)

We will monitor and report on the following KPIs:

- **Recycling Rate:** The percentage of collected materials that are successfully recycled.
- **Contamination Rate:** The percentage of non-recyclable materials in the collected recyclables.
- **On-Time Collection Rate:** The percentage of collections completed as scheduled.



Performance Targets

DocuPal Demo, LLC aims to achieve the following targets:

- **Recycling Rate:** A minimum of 90%.
- **Contamination Rate:** A maximum of 5%.
- **On-Time Collection Rate:** A minimum of 98%.

Monitoring and Reporting

DocuPal Demo, LLC will provide ACME-1 with monthly reports. These reports will detail the volume of recycled materials and contamination levels. The reports will also include the on-time collection rate.

Incentives

ACME-1 will provide a bonus to DocuPal Demo, LLC for exceeding the recycling rate target. The bonus structure will be determined as follows:

- **Recycling Rate Above 95%:** 5% bonus on monthly service fee.

Performance Benchmarks

Pricing and Payment Terms

DocuPal Demo, LLC will provide recycling services to ACME-1 based on a fixed monthly fee in addition to a per-ton fee for materials exceeding the agreed-upon monthly volume.

Fees and Charges

The fixed monthly fee for the services outlined in this Agreement is \$[Amount] USD. This fee covers the collection, sorting, and processing of up to [Tonnage] tons of recyclable materials per month. For any materials exceeding this [Tonnage] ton limit, ACME-1 will be charged a per-ton fee of \$[Amount] USD.



Invoicing and Payment

DocuPal Demo, LLC will send invoices to ACME-1 on a monthly basis. 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. Detailed payment instructions will be provided on each invoice.

Price Adjustments and Late Payments

DocuPal Demo, LLC reserves the right to adjust the fixed monthly fee and per-ton fee annually, based on prevailing market rates. ACME-1 will be notified in writing at least sixty (60) days prior to any price adjustment. Late payments will incur a late payment fee of [Percentage]% per month on the outstanding balance.

Compliance with Laws and Environmental Regulations

DocuPal Demo, LLC and ACME-1 will comply with all applicable federal, state, and local environmental laws and regulations. This includes regulations related to the collection, transportation, processing, and disposal of recyclable materials.

Environmental Permits and Reporting

DocuPal Demo, LLC is responsible for obtaining and maintaining all necessary environmental permits required for its operations. DocuPal Demo, LLC will also be responsible for all required reporting to environmental regulatory agencies.

Monitoring and Auditing

To ensure compliance, DocuPal Demo, LLC will conduct regular audits and inspections of its facilities and operations. ACME-1 reserves the right to conduct its own audits to verify compliance with these regulations.



Confidentiality and Data Protection

Both Docupal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes, but isn't limited to, customer lists, pricing details, and proprietary processes.

Data Handling

Sensitive data will be protected through encryption and secure storage. Access to this data will be limited to authorized personnel only.

Post-Termination Obligations

Upon termination of this Agreement, both parties must either return or destroy all confidential information received from the other party. This ensures continued protection of sensitive data even after the agreement ends.

Liability and Indemnification

DocuPal Demo, LLC is liable for losses, damages, injuries, or expenses resulting from its own negligent acts or omissions. Acme, Inc is responsible and liable for losses, damages, injuries, or expenses arising from its failure to properly dispose of waste materials as required by applicable laws and regulations.

Indemnification

Each party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other party ("Indemnified Party"), its officers, directors, employees, and agents from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from the Indemnifying Party's breach of this Agreement or its negligent acts or omissions.

Limitations

Neither party will be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, even if advised of the possibility of such damages. The total liability of DocuPal Demo, LLC



under this Agreement shall not exceed the total payments received from ACME-1 during the twelve (12) months preceding the event giving rise to the liability.

Force Majeure

Definition and Effect

Neither Docupal Demo, LLC nor ACME-1 will be liable for any failure to perform its obligations under this Agreement if such failure is due to a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control. This includes, but is not limited to, natural disasters, strikes, or new governmental regulations.

Notice Requirement

If a Force Majeure Event occurs, the affected party must provide prompt written notice to the other party. This notice should detail the nature of the event and its expected duration.

Suspension and Termination

The obligations of the affected party will be suspended during the period of the Force Majeure Event. If the Force Majeure Event continues for more than 60 days, either party may terminate this Agreement upon written notice to the other party.

Dispute Resolution and Governing Law

Dispute Resolution

The parties will first attempt to resolve any dispute arising from this Agreement through good faith negotiation. If negotiation fails, the parties agree to participate in non-binding mediation. A mutually agreed-upon mediator will conduct the mediation.



Arbitration

If mediation is unsuccessful, any unresolved dispute will be settled by binding arbitration. Arbitration will occur in accordance with the rules of the American Arbitration Association. The arbitrator's decision will be final and binding. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Governing Law

The laws of the State of Delaware govern this Agreement. This includes its interpretation and enforcement, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Delaware for any legal action or proceeding arising from this Agreement.

Reporting and Documentation

DocuPal Demo, LLC will provide ACME-1 with comprehensive reporting on recycling activities. These reports will include monthly recycling reports detailing the volume and types of materials recycled. An annual compliance report will also be submitted, summarizing ACME-1's adherence to this agreement and relevant environmental regulations.

Record Keeping

ACME-1 must maintain complete and accurate records related to its recycling activities. These records should include the type and amount of waste generated, recycling rates, and any related documentation. ACME-1 will retain these records for a period of five (5) years from the date of generation.

Audit Rights

DocuPal Demo, LLC reserves the right to audit ACME-1's waste disposal practices. This includes verifying compliance with the terms outlined in this Agreement and applicable environmental laws. DocuPal Demo, LLC will provide reasonable notice prior to conducting any audit.



Sustainability and Environmental Commitments

DocuPal Demo, LLC and ACME-1 both recognize the importance of environmental stewardship. We commit to sustainable practices throughout the term of this Recycling Services Agreement.

Waste Reduction Goal

DocuPal Demo, LLC will help ACME-1 reduce its landfill waste. Our goal is to achieve a 50% reduction in landfill waste within five (5) years. We will track progress and provide regular reports to ACME-1.

Minimizing Environmental Impact

DocuPal Demo, LLC aims to minimize the environmental impact of recycling services. We will use efficient transportation methods. We will also optimize recycling processes to conserve resources and reduce emissions.

