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Introduction and Purpose

This Gig Economy Worker Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between Docupal Demo, LLC, a company located at 23 Main St, Anytown, CA 90210, USA ("Company") and Acme, Inc ("Client"), a business located at 3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA.

This Agreement sets forth the terms and conditions under which the Company will provide web development and maintenance services to the Client. The Company is acting as an independent contractor, and not as an employee of the Client. The goal of this document is to clearly define the rights, responsibilities, and obligations of both parties. This includes, but is not limited to, service descriptions, performance standards, payment terms, confidentiality, and intellectual property ownership. This agreement ensures a clear understanding of the working relationship between the Company and the Client.

Scope of Work and Services

ACME-1 engages Docupal Demo, LLC to provide web development and maintenance services. The gig worker will perform tasks related to these services. These tasks may include, but are not limited to, website design, coding, testing, debugging, and deployment. They will also address website maintenance needs. This includes updates, security patches, and performance optimization.

Project Specifications and Deadlines

All projects will have defined specifications. These will outline the required functionality and design. Project deadlines will be agreed upon before work begins. The gig worker must adhere to these deadlines.

Flexibility

The scope of work is flexible within the realm of web development and maintenance. ACME-1 may request adjustments to tasks. These adjustments should align with the overall project goals. Any significant changes to the scope may require a change order. This could affect the project timeline or cost.



Deliverables

The gig worker will deliver fully functional and tested web applications or website components. Documentation of the code and any implemented systems is expected. Timely communication regarding project status is also a key deliverable.

Payment Terms and Compensation

ACME-1 will compensate the Gig Worker for services rendered under this Agreement based on an hourly rate. The specific hourly rate is to be mutually agreed upon and documented in writing before the commencement of any work.

Payment Schedule and Method

The Gig Worker will be paid bi-weekly via direct deposit. DocuPal Demo, LLC will process payments within [Number] business days following the end of each bi-weekly period.

Expense Reimbursement

ACME-1 will reimburse the Gig Worker for pre-approved expenses. All expenses must be pre-approved in writing by ACME-1. The Gig Worker must submit receipts or other appropriate documentation for all expenses to be reimbursed. Reimbursement requests should be submitted along with the bi-weekly invoice.

Payment Disputes

In the event of a dispute regarding payment, the Gig Worker must provide written notice to ACME-1 within [Number] days of the disputed payment. Both parties will then attempt to resolve the dispute through good faith negotiation.



Confidentiality and Data Protection

Confidential Information

ACME-1 and Docupal Demo, LLC agree to protect each other's confidential information. This includes business strategies, customer data, and proprietary code. Both parties will use confidential information only to fulfill this agreement. Confidential information will not be disclosed to third parties without written consent.

Data Protection

Both ACME-1 and Docupal Demo, LLC will comply with all applicable data protection laws. This includes GDPR and CCPA. Each party is responsible for maintaining appropriate security measures. These measures will protect personal data against unauthorized access, disclosure, or loss.

Duration of Confidentiality

The obligations of confidentiality outlined in this agreement will continue for 5 years after the termination of this agreement. This ensures long-term protection of sensitive information.

Intellectual Property Rights

Ownership of Deliverables

ACME-1 will own all deliverables produced by the worker under this Agreement. This includes, but is not limited to, all code, documentation, and other work product developed as part of the web development and maintenance services.

Transfer of Rights

Upon completion of the work and full payment, all intellectual property rights associated with the deliverables will be fully transferred to ACME-1. Docupal Demo, LLC, as the producer, makes no claim to retain any rights, title, or interest in these deliverables.



Absence of Licensing Agreements

There are no licensing agreements associated with this transfer of intellectual property. ACME-1 will have unrestricted use of the deliverables.

Liability and Indemnification

Worker's Liability

The worker is liable for damages resulting from their negligence or breach of this Agreement. This liability is limited to the extent covered by the worker's insurance.

Indemnification

The worker 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 worker's performance or non-performance of services under this Agreement. This includes, but is not limited to, claims related to the worker's negligence, breach of contract, or violation of any law or regulation.

Insurance

The worker must maintain professional liability insurance with adequate coverage to meet their obligations under this Agreement. The worker will provide DocuPal Demo, LLC with proof of such insurance upon request. Indemnification claims will be managed through insurance and legal channels.

Term and Termination

This Agreement will begin on August 9, 2025, and continue for an initial term of 12 months.



Renewal

This Agreement will not automatically renew upon completion of the initial term. Any extension or renewal of this Agreement must be documented in a separate written agreement signed by both Docupal Demo, LLC and ACME-1.

Termination

Either party may terminate this Agreement under the following conditions:

- **Breach:** If either party materially breaches this Agreement, the non-breaching party may terminate the Agreement.
- **Unsatisfactory Performance:** ACME-1 may terminate this Agreement if the services provided by Docupal Demo, LLC are deemed unsatisfactory.
- **At Will:** Either party may terminate this Agreement for any reason with 30 days written notice to the other party.

Notice of Termination

To terminate this Agreement, the terminating party must provide 30 days written notice to the other party. The notice must state the effective date of termination.

Dispute Resolution

ACME-1 and Docupal Demo, LLC will try to resolve any disputes amicably.

Mediation

First, both parties will attempt to settle disputes through mediation. A mutually agreed-upon mediator will conduct the mediation.

Arbitration

If mediation fails, the dispute will be settled by binding arbitration. Arbitration is mandatory. The arbitration will occur in Wilmington, Delaware. The laws of the State of Delaware govern jurisdiction. The decision of the arbitrator will be final and binding on both ACME-1 and Docupal Demo, LLC.



Compliance with Laws and Platform Policies

ACME-1 and DocuPal Demo, LLC will each comply with all applicable federal, state, and local laws and regulations. This includes laws related to labor, employment, data protection, and intellectual property.

Legal Governance

This agreement is governed by the laws of the State of Delaware.

Amendments for Legal Updates

If any changes in law affect this agreement, both parties will make written amendments to ensure compliance.

Platform Policies

ACME-1 will adhere to all policies and guidelines of any relevant online platforms used for this work. DocuPal Demo, LLC is responsible for understanding and following these platform rules. ACME-1 is responsible for communicating any platform policy changes to DocuPal Demo, LLC in a timely manner. Both parties acknowledge that failure to comply with platform policies could result in penalties, including termination of this agreement.

Worker Representations and Warranties

The Worker represents and warrants the following to DocuPal Demo, LLC:

Eligibility and Authority

The Worker confirms they are legally eligible to work in the United States. They confirm they possess the necessary skills, experience, and qualifications to perform the services as outlined in this Agreement. The Worker confirms they have the full right, power, and authority to enter into and perform this Agreement. They confirm that this Agreement does not conflict with any other agreements or obligations they



may have. The Worker confirms that all information provided to DocuPal Demo, LLC, including details in their background check and portfolio, is true, accurate, and complete.

Service Quality

The Worker warrants that the services provided under this Agreement will be performed in a professional and workmanlike manner. The services will conform to industry standards and the specifications outlined in the Service Description.

Miscellaneous Provisions

Amendments

This Agreement may be amended or modified only by a written instrument signed by both DocuPal Demo, LLC and ACME-1. Any amendment will become effective on the date specified in the amendment.

Entire Agreement

This Agreement, including any attached exhibits, constitutes the entire agreement between DocuPal Demo, LLC and ACME-1. It supersedes all prior or contemporaneous communications and proposals, whether oral or written, relating to its subject matter.

Assignment

Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party. Any attempt to assign or delegate in violation of this section shall be void.

Notices

All notices and other communications under this Agreement must be in writing. Notices will be considered duly given when delivered personally, sent by certified or registered mail, or sent by email to the addresses listed below:

If to DocuPal Demo, LLC: 23 Main St, Anytown, CA 90210



If to ACME-1: 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA

