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Introduction and Purpose

This Wellness Program Agreement ("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 ("DocuPal") and Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose

The purpose of this Agreement is to establish the terms and conditions under which DocuPal will provide a comprehensive wellness program to ACME-1 employees. This program is designed to improve employee health and well-being, reduce healthcare costs, and increase overall productivity.

Scope of Services

Under this Agreement, DocuPal will provide ACME-1 with a range of wellness services, including:

- Wellness assessments to evaluate individual health risks and needs.
- Health coaching services to provide personalized support and guidance.
- Educational workshops on various health and wellness topics.
- Access to online wellness resources and tools.

Objectives

The primary objectives of this Wellness Program are to:

- Enhance the overall health and wellness of ACME-1 employees.
- Lower healthcare costs for both ACME-1 and its employees.
- Boost employee productivity and engagement.
- Create a culture of health and well-being within ACME-1.



Program Description and Services

DocuPal Demo, LLC will provide ACME-1 with a comprehensive wellness program designed to improve employee health and well-being. The wellness program includes several key services, segmented into three main categories: health risk assessments, lifestyle management programs, and preventive care education. These services are designed to provide a holistic approach to wellness, addressing various aspects of employee health.

Wellness Services Overview

The wellness program includes the following specific services:

- **Wellness Assessments:** We will conduct thorough health risk assessments to identify individual health needs and potential risks.
- **Health Coaching:** Participants will have access to personalized health coaching to help them set and achieve their wellness goals.
- **Fitness Challenges:** We will organize engaging fitness challenges to promote physical activity and team building.
- **Nutrition Workshops:** Informative nutrition workshops will be provided to educate employees on healthy eating habits.
- **Stress Management Seminars:** Seminars focused on stress reduction techniques and mental well-being will be offered.
- **Online Wellness Portal Access:** Employees will have access to an online portal with resources, tracking tools, and support materials.

These services aim to provide ACME-1 employees with the knowledge, tools, and support needed to make positive lifestyle changes. The program is designed to be engaging, accessible, and effective in improving overall employee health and productivity.

Service Categories

Our services are categorized to provide a structured approach to wellness:

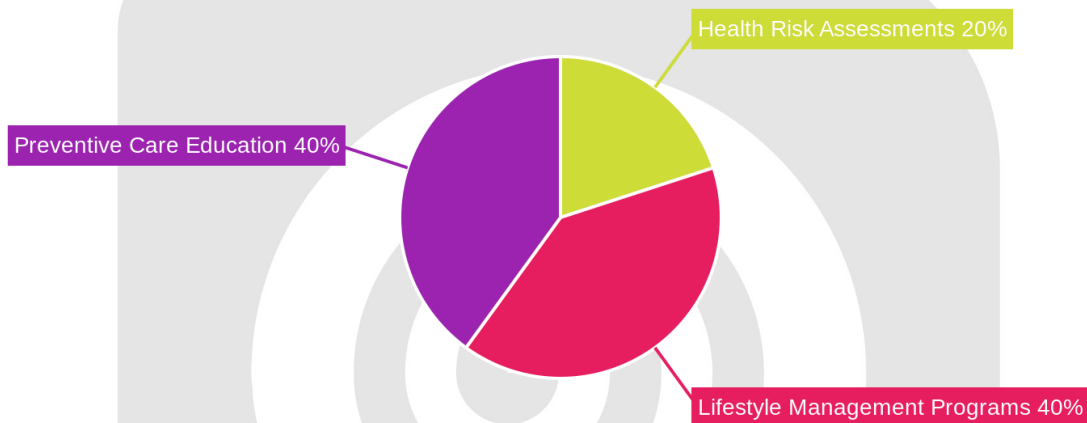
- **Health Risk Assessments:** Initial evaluations to understand individual health profiles.
- **Lifestyle Management Programs:** Tailored programs focusing on fitness, nutrition, and stress management.



- **Preventive Care Education:** Workshops and resources to promote proactive health management.

Service Limitations

Please note that our services do not include treatment for pre-existing conditions or injuries sustained outside of program activities. Participants are responsible for their own medical care and should consult with their healthcare providers for any health concerns.



Roles and Responsibilities

This section outlines the roles and responsibilities of each party involved in the Wellness Program: DocuPal Demo, LLC ("Provider"), Acme, Inc ("Employer"), and the employees of Acme, Inc ("Employees"). Each party plays a vital role in ensuring the program's success and achieving its intended goals.

Employer Responsibilities

Acme, Inc. is responsible for actively supporting the Wellness Program to foster a culture of health and well-being among its employees. This support includes:

- Promoting the Wellness Program to all eligible employees through various communication channels.
- Providing suitable facilities and resources for on-site wellness activities, such as workshops, health screenings, and fitness sessions.
- Encouraging and supporting employee participation in the program by offering incentives where appropriate and accommodating work schedules to allow for participation.
- Designating a Wellness Program point of contact to liaise with DocuPal Demo, LLC and address employee inquiries.

Provider Responsibilities

DocuPal Demo, LLC will deliver the Wellness Program as described in this Agreement. This includes:

- Providing qualified and experienced personnel to deliver the agreed-upon wellness services, including health assessments, coaching, workshops, and other program components.
- Maintaining the quality and effectiveness of the Wellness Program by regularly evaluating its impact and making necessary adjustments.
- Ensuring the confidentiality and security of employee health information in accordance with applicable laws and regulations.
- Providing regular reports to Acme, Inc. on program participation, outcomes, and overall effectiveness.

Employee Responsibilities

Employees of Acme, Inc. are crucial to the success of the Wellness Program, and their responsibilities include:

- Actively participating in the program by engaging in offered activities, such as completing health risk assessments, attending workshops, and utilizing available resources.
- Providing honest and accurate information during health assessments and consultations to ensure personalized and effective guidance.
- Following the recommendations and guidelines provided by DocuPal Demo, LLC's personnel to achieve individual wellness goals.
- Respecting the confidentiality of other employees participating in the program.



Fees, Payment, and Billing

Program Costs

The total cost for the wellness program is \$50,000 USD per year. This fee covers the services outlined in this Agreement.

Payment Schedule

ACME-1 will make payments in quarterly installments. Each installment is \$12,500 USD. Payments are due within 30 days of the invoice date.

Invoicing

DocuPal Demo, LLC will send invoices to ACME-1 quarterly. Invoices will detail the services provided during that period. ACME-1 will receive invoices electronically.

Late Payments

Late payments will incur a penalty. The penalty is 5% per month on the outstanding balance. This penalty applies to any payment received after the due date.

Additional Costs

Additional services may be requested by ACME-1. These services are outside the scope of the standard wellness program. Any extra costs will be agreed upon in writing before work begins. These costs will be added to ACME-1's invoice.

Confidentiality and Data Protection

DocuPal Demo, LLC and ACME-1 are committed to protecting the confidentiality and privacy of all participant data. This includes personal health information (PHI) collected, used, or disclosed during the wellness program.



Data Security

Participant data will be protected using HIPAA-compliant encryption methods. Data will be stored on secure servers with restricted access. DocuPal Demo, LLC will implement and maintain administrative, physical, and technical safeguards. These safeguards are designed to protect the integrity, confidentiality, and availability of participant data.

Confidentiality Obligations

Both DocuPal Demo, LLC and ACME-1 agree to maintain the confidentiality of all participant information. This includes refraining from disclosing any PHI to unauthorized individuals or entities. Program details and any related confidential information will also be kept strictly confidential.

Compliance with Laws

This Wellness Program Agreement is designed to comply with all applicable federal and state laws. This includes, but is not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and the Americans with Disabilities Act (ADA). Both parties will adhere to these regulations to ensure the lawful and ethical handling of participant data and program operations.

Term and Termination

Term

This Wellness Program Agreement will begin on August 9, 2025. The initial term of this agreement is one year.

Termination

Either party can terminate this agreement if the other party materially breaches it. A party may also terminate this agreement for any reason with 60 days written notice to the other party.



Liability and Indemnification

Liability

DocuPal Demo, LLC is responsible for its own negligence or intentional misconduct. Acme, Inc. is similarly responsible for its own negligence or intentional misconduct. This means each party bears the risk and cost associated with their own actions.

Indemnification

Acme, Inc. will protect, defend, and hold harmless DocuPal Demo, LLC from any claims. These claims must arise from ACME-1 employees participating in the wellness program. This indemnification covers any losses, damages, liabilities, costs, and expenses.

Risk Allocation

The following illustrates the general risk allocation between DocuPal Demo, LLC and Acme, Inc.:

This chart is a simplified representation and does not encompass all potential risks.

Disclaimers

DocuPal Demo, LLC provides the wellness program "as is". We disclaim all warranties, express or implied. This includes, but is not limited to, warranties of merchantability and fitness for a particular purpose. We do not guarantee specific outcomes or results from the wellness program. Acme, Inc. acknowledges that individual results may vary.

Dispute Resolution

DocuPal Demo, LLC and ACME-1 commit to resolving any disputes fairly and efficiently.



Initial Dispute Resolution

Both parties will first attempt to resolve any dispute through good-faith negotiation. This involves direct discussions between representatives of both DocuPal Demo, LLC and ACME-1 who possess the authority to settle the dispute.

Mediation

If negotiation fails, both DocuPal Demo, LLC and ACME-1 agree to attempt to resolve the dispute through mediation. The parties will jointly select a mutually acceptable mediator. The costs of mediation will be shared equally between DocuPal Demo, LLC and ACME-1.

Arbitration

Any dispute arising out of or relating to this Agreement that cannot be resolved through negotiation or mediation shall be settled by binding arbitration administered by a reputable arbitration organization. The arbitration shall be conducted in accordance with its rules. The decision of the arbitrator shall be final and binding on both parties.

Governing Law

The laws of the State of Delaware govern this agreement, without regard to its conflict of laws principles.

General Provisions

Amendments

This Wellness Program Agreement may be amended or modified at any time. All amendments require a written instrument. Both DocuPal Demo, LLC, and ACME-1 must sign the instrument to indicate agreement.



Assignment

Neither DocuPal Demo, LLC nor ACME-1 may assign this Wellness Program Agreement. Assignment or transfer is not permitted. The prior written consent of the other party is required for any exception.

Entire Agreement

This Wellness Program Agreement constitutes the entire agreement. It represents a complete understanding between DocuPal Demo, LLC and ACME-1. It covers the wellness program and related services. All prior agreements, discussions, and understandings are superseded by this agreement.

Miscellaneous

Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, terrorist activities, government sanction, or other causes beyond the reasonable control of such party. DocuPal Demo, LLC is an independent contractor and not an employee, partner, agent, or joint venture of ACME-1. Neither party has any authority to bind or obligate the other in any manner. This agreement shall be governed by and construed in accordance with the laws of the United States, without regard to its conflict of laws principles. All notices must be written and delivered to the addresses specified in this agreement. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

