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Definitions

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

Key Terms

- **Confidential Information** means all non-public information disclosed by DocuPal Demo, LLC (the "Disclosing Party") to the other party (the "Receiving Party"). This includes, but is not limited to, technical, financial, commercial, strategic, and other business information. Confidential Information also includes data, reports, interpretations, forecasts, and records.
- **Disclosing Party** refers to DocuPal Demo, LLC, the party disclosing Confidential Information.
- **Receiving Party** refers to the party receiving Confidential Information from DocuPal Demo, LLC.
- **Permitted Purpose** means the specific purpose for which the Confidential Information is disclosed, as mutually agreed upon in writing by both parties.

Obligations of the Receiving Party

The Receiving Party acknowledges that the Confidential Information is proprietary to DocuPal Demo, LLC, and that its unauthorized disclosure or use would cause irreparable harm. Therefore, the Receiving Party agrees to the following obligations:

Confidentiality Measures

The Receiving Party must protect the Confidential Information with the same degree of care that it uses to protect its own confidential information. This standard of care shall not be less than reasonable care. The Receiving Party will take all necessary steps to prevent unauthorized access, disclosure, or use of the Confidential Information.

Permitted Use

The Receiving Party may only use the Confidential Information for the sole purpose of evaluating a potential business relationship with DocuPal Demo, LLC. Any other use, including but not limited to, reverse engineering, creating derivative works, or competing with DocuPal Demo, LLC, is strictly prohibited.

Restrictions on Disclosure

The Receiving Party shall not disclose the Confidential Information to any third party without the prior written consent of DocuPal Demo, LLC. Disclosure within the Receiving Party's organization is permitted only to those employees or consultants with a legitimate need to know for the approved purpose. The Receiving Party will ensure that such employees and consultants are bound by confidentiality obligations no less restrictive than those contained in this Agreement.

Handling of Confidential Information

The Receiving Party must maintain the Confidential Information in a secure location and limit access to authorized individuals only. The Receiving Party is responsible for any breach of confidentiality caused by its employees, consultants, or agents. If the Receiving Party is required by law to disclose Confidential Information, it shall provide prompt written notice to DocuPal Demo, LLC, to allow DocuPal Demo, LLC to seek a protective order or other appropriate remedy. The Receiving Party will cooperate with DocuPal Demo, LLC in any such legal action.

Exclusions from Confidential Information

The obligations regarding Confidential Information, as defined in this Agreement, will not apply to information that meets any of the following conditions:

Public Availability

Information that is or subsequently becomes available to the general public through no act or omission of the Receiving Party is not considered Confidential Information. This exclusion recognizes that information already in the public

domain cannot be subject to confidentiality restrictions.

Information from Third Parties

The Receiving Party bears no responsibility to safeguard information it rightfully receives from a third party. This exception applies only if the third party is under no obligation of confidentiality to the Disclosing Party with respect to that information.

Independent Development

Information independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information is also excluded. The Receiving Party must be able to demonstrate proof of such independent development.

Term and Termination

This Agreement will become effective on the date it is executed (the "Effective Date") and will remain in effect for a period of five (5) years from the Effective Date, unless terminated earlier as provided herein.

Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. This agreement can be terminated if the Receiving Party breaches any provision of this Agreement. DocuPal Demo, LLC can terminate immediately if it believes the confidentiality of the Information has been compromised.

Obligations Upon Termination

Upon termination of this Agreement for any reason, the Receiving Party shall:

- Cease all use of the Confidential Information.
- Promptly return to DocuPal Demo, LLC, or destroy, all originals and copies of the Confidential Information in its possession or control. This includes all documents, notes, and other materials containing Confidential Information.
- Certify in writing to DocuPal Demo, LLC that it has complied with these obligations.

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- The Receiving Party must delete the Confidential Information from its computer systems. The Receiving Party will confirm this deletion in writing to DocuPal Demo, LLC.

The obligations of confidentiality and non-use outlined in this Agreement shall survive any termination and continue in effect indefinitely.

Remedies and Liability

Remedies for Breach

Both parties acknowledge that unauthorized disclosure of Confidential Information could cause irreparable harm. Monetary damages may not be a sufficient remedy. DocuPal Demo, LLC will be entitled to seek injunctive relief. This is in addition to any other remedies available at law or equity. Injunctive relief may include a temporary restraining order or a permanent injunction. This prevents further disclosure of the Confidential Information.

Limitation of Liability

DocuPal Demo, LLC will not be liable for any incidental or consequential damages. This includes, but is not limited to, lost profits or business interruption. This limitation applies to any claim arising out of or related to this NDA. It covers all claims, regardless of the legal theory. This holds true even if DocuPal Demo, LLC has been advised of the possibility of such damages. The Receiving Party acknowledges this limitation of liability.

Indemnification

The Receiving Party agrees to indemnify and hold harmless DocuPal Demo, LLC. This covers any losses, damages, liabilities, and expenses. These must arise from any breach of this NDA by the Receiving Party. This includes reasonable attorneys' fees.

Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by binding arbitration. The arbitration shall be conducted in Wilmington, Delaware, in accordance with the rules of the American Arbitration Association (AAA) then in effect. The decision of the arbitrator shall be final and binding on the parties. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that the arbitration proceedings and any information disclosed during such proceedings shall be kept strictly confidential. Each party shall bear its own costs and expenses in connection with the arbitration, except that the arbitrator shall have the authority to allocate the costs of arbitration, including arbitrator's fees, in a manner the arbitrator deems fair and equitable.

Return or Destruction of Materials

Upon DocuPal Demo, LLC's written request or the termination of this Agreement, the receiving party must return or destroy all Confidential Information. This includes all copies, extracts, and other reproductions.

Requirements

The receiving party will complete the return or destruction within thirty (30) days of the request or termination date. The receiving party must also provide written certification of compliance with this section.

Exceptions

An exception to the destruction requirement is made for archival copies. These copies may be retained solely for legal compliance purposes. The receiving party must continue to protect the confidentiality of such retained information.

Miscellaneous Provisions

This Agreement constitutes the entire agreement between the parties. It supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this NDA.

Amendments

No modification of this Agreement will be effective unless made in writing and signed by both Docupal Demo, LLC and the receiving party.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that achieves substantially the same economic effect.

Waiver

No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the waiving party. No failure or delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof.

Assignment

Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party.

Signatures

This Non-Disclosure Agreement is effective as of 2025-07-30.

DocuPal Demo, LLC

Signature:	
Printed Name:	John Doe

Title:	CEO
Date:	

Receiving Party

Signature:	
Printed Name:	Jane Smith
Title:	CEO
Date:	

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