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Introduction and Purpose

Introduction

This Non-Solicitation 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 address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose

The purpose of this Agreement is to protect DocuPal's legitimate business interests, which include its relationships with employees, clients, and vendors. These relationships are vital to DocuPal's stability, competitive advantage, and long-term growth. This Agreement aims to prevent ACME-1 from soliciting these key stakeholders of DocuPal, thereby safeguarding DocuPal's confidential information and business operations. This agreement outlines the restrictions on ACME-1's ability to solicit DocuPal's employees, customers, and vendors, both during and after the term of their business relationship.

Definitions and Interpretation

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

Definitions

- **Solicitation:** Means any direct or indirect attempt to encourage, persuade, or induce an Employee, Client, or Customer to terminate their relationship with Docupal Demo, LLC. By way of example, this includes but is not limited to, offering employment, providing services, or diverting business opportunities.



- **Employee:** Means any individual currently employed by Docupal Demo, LLC, whether as a full-time, part-time, or temporary employee, or as an independent contractor.
- **Client:** Means any individual or entity that receives services from Docupal Demo, LLC as of the Effective Date or at any time during the term of this Agreement. This includes ACME-1, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.
- **Customer:** Means any individual or entity that purchases products or services from Docupal Demo, LLC as of the Effective Date or at any time during the term of this Agreement.
- **Confidential Information:** Means any information, technical data, or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers data, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, strategic plans, or other business information disclosed by Docupal Demo, LLC to ACME-1 either directly or indirectly in writing, orally, or by inspection of tangible objects.

Scope of Non-Solicitation Obligations

This section defines the scope of ACME-1's non-solicitation obligations to DocuPal Demo, LLC. It outlines the specific individuals and entities ACME-1 is prohibited from soliciting, the geographic boundaries of this restriction, and the duration of these obligations.

Duration of Restriction

The non-solicitation obligations outlined in this Agreement will remain in effect for a period of two years following the effective date of this Agreement or the termination of any related service agreements between ACME-1 and DocuPal Demo, LLC, whichever is later.



Geographic Limitation

The non-solicitation restrictions apply exclusively within the United States. ACME-1 is permitted to solicit or engage with parties outside of this geographic area without violating this Agreement.

Parties Covered

ACME-1's non-solicitation obligations extend to all employees, clients, and vendors of DocuPal Demo, LLC. This includes individuals and entities who are employees, clients, or vendors as of the effective date of this Agreement, as well as those who become employees, clients, or vendors during the term of this Agreement. Specifically, ACME-1 agrees not to, directly or indirectly, solicit, induce, or attempt to induce any employee of DocuPal Demo, LLC to terminate their employment. ACME-1 also agrees not to solicit or divert, or attempt to solicit or divert, any client or vendor of DocuPal Demo, LLC away from DocuPal Demo, LLC.

Employee Non-Solicitation

ACME-1 agrees not to solicit, recruit, or attempt to hire any person who is employed by DocuPal Demo, LLC. This includes individuals employed as of the effective date of this agreement or during its term. The non-solicitation applies regardless of whether the employment is full-time, part-time, or temporary.

Restrictions Post-Termination

Following the termination of this agreement, ACME-1 is still restricted from soliciting employees of DocuPal Demo, LLC. This limitation extends for the duration specified elsewhere in this agreement. This means ACME-1 cannot directly or indirectly induce any employee of DocuPal Demo, LLC to terminate their employment.

Permissible Recruitment Activities

This agreement does not prevent ACME-1 from engaging in general recruitment efforts. These efforts include placing advertisements or using recruitment firms, as long as such activities are not specifically targeted at employees of DocuPal Demo,



LLC. General solicitations that happen to reach DocuPal Demo, LLC employees are not a breach of this agreement, provided those solicitations are not intentionally directed at those employees.

Client and Customer Non-Solicitation

ACME-1 acknowledges that DocuPal Demo, LLC has valuable relationships with its clients and customers. These relationships are critical to DocuPal Demo, LLC's ongoing success. ACME-1 agrees not to disrupt or interfere with these relationships.

Non-Solicitation of Clients and Customers

During the term of this Agreement and for a period of two years following its termination, ACME-1 will not, directly or indirectly, solicit any client or customer of DocuPal Demo, LLC. This includes any individual or entity that has purchased goods or services from DocuPal Demo, LLC within the past two years.

Definition of Solicitation

Solicitation includes any communication, whether direct or indirect, that is intended to induce a client or customer to terminate or alter its relationship with DocuPal Demo, LLC. This includes, but is not limited to:

- Offering similar or competing products or services.
- Encouraging a client or customer to reduce its business with DocuPal Demo, LLC.
- Disparaging DocuPal Demo, LLC or its products or services.

Prospective Clients

This non-solicitation provision extends to prospective clients of DocuPal Demo, LLC. ACME-1 shall not solicit any prospective client that DocuPal Demo, LLC was actively pursuing during the term of this Agreement and for a period of two years following its termination.



Exclusions and Permitted Activities

This Non-Solicitation Agreement does not prevent ACME-1 from engaging in certain general business activities. These exclusions are specifically defined to allow for normal business operations while still protecting DocuPal Demo, LLC's legitimate business interests.

Permitted Activities

ACME-1 is permitted to engage in the following activities:

- Responding to general solicitations of employment or services where the initial contact is made by the employee or service provider, provided that ACME-1 did not initiate the contact.
- Placing general advertisements for employment or services in media or publications of general circulation. This includes online job boards, newspapers, and industry-specific publications.

Exclusions

The restrictions outlined in this Non-Solicitation Agreement do not apply to general advertisements. Advertisements are considered general unless they are specifically targeted at employees, clients, or vendors of DocuPal Demo, LLC. Any unsolicited contact from an employee, client, or vendor of DocuPal Demo, LLC should be reported immediately. ACME-1 must not take any further action to engage or solicit the individual.

Confidentiality Obligations

ACME-1 acknowledges that it will have access to confidential information belonging to Docupal Demo, LLC. This information includes, but is not limited to: client lists, employee data, pricing strategies, and proprietary business processes. ACME-1 agrees to hold all such confidential information in strict confidence.



Scope of Confidentiality

ACME-1 will not disclose this confidential information to any third party. ACME-1 also agrees not to use this confidential information for its own benefit or the benefit of any third party. This restriction is critical to preventing unfair solicitation practices.

Duration of Confidentiality

The obligations of confidentiality under this agreement will continue for a period of five (5) years following the termination of this Agreement. This ensures long-term protection of Docupal Demo, LLC's sensitive business information.

Term and Termination

This Non-Solicitation Agreement will begin on 2025-08-09 and will continue for the period defined within, regarding non-solicitation activities. There are no automatic renewals of this agreement. The obligations under this agreement will terminate upon the expiration of the non-solicitation period. Any breach of this agreement, even after termination, may result in legal remedies. These remedies include injunctive relief and claims for monetary damages.

Remedies and Enforcement

Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210, and Acme, Inc., located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, agree to the following terms regarding remedies and enforcement of this Non-Solicitation Agreement.

Injunctive Relief

ACME-1 acknowledges that any breach of this Agreement by ACME-1 will cause irreparable harm to Docupal Demo, LLC. Therefore, Docupal Demo, LLC shall be entitled to seek injunctive relief to prevent any further violation of this Agreement by ACME-1. This injunctive relief is in addition to any other remedies available to Docupal Demo, LLC.



Monetary Damages

In addition to injunctive relief, Docupal Demo, LLC shall be entitled to recover monetary damages from ACME-1 for any breach of this Agreement. These damages may include, but are not limited to, lost profits, lost business opportunities, and any other direct or consequential damages resulting from the breach.

Specific Performance

Docupal Demo, LLC is entitled to seek specific performance of ACME-1 obligations under this Agreement.

Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved through arbitration. The arbitration shall take place in Anytown, CA, United States, and shall be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties.

Governing Law and Jurisdiction

This Non-Solicitation Agreement will be governed by and construed in accordance with the laws of the State of Delaware, United States. The laws of Delaware will be used to interpret this agreement. They also determine the legal standards applied in case of disputes.

Dispute Resolution

ACME-1 and Docupal Demo, LLC agree to first attempt to resolve any disputes through mediation. If mediation fails, the parties may pursue other available legal remedies.

