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Introduction and Parties

This Employment Agreement (the "Agreement") is made and entered into as of January 1, 2024, 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 ("Employer"), and Acme, Inc, a business organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Employee").

Purpose

This Agreement sets forth the terms and conditions of employment between Employer and Employee. It defines the rights, responsibilities, and obligations of both parties during the term of employment.

Position and Duties

Position

ACME-1 will be employed by DocuPal Demo, LLC as Chief Technology Officer. ACME-1 accepts and agrees to such employment.

Duties and Responsibilities

ACME-1 will be responsible for overseeing all technical aspects of DocuPal Demo, LLC. This includes developing and implementing technology strategies to support the company's goals. ACME-1 will manage the IT department and ensure its effective operation. ACME-1 shall perform all duties and responsibilities associated with the position of Chief Technology Officer and any other duties reasonably assigned by DocuPal Demo, LLC.



Reporting Structure

In this role, ACME-1 will report directly to the Chief Executive Officer of DocuPal Demo, LLC. ACME-1 will be expected to work closely with the CEO to align technology initiatives with overall business objectives.

Compensation and Benefits

ACME-1 will receive a base salary of \$250,000 per year. This amount will be paid bi-weekly.

Bonus

ACME-1 is eligible for an annual performance bonus. The bonus is up to 20% of ACME-1's base salary. The actual bonus amount will depend on both company and individual performance.

Benefits

ACME-1 will be eligible for standard employee benefits. These benefits include health insurance, dental insurance, and vision insurance. ACME-1 will also be included in the company 401k plan. The 401k plan includes a company matching contribution. Specific details regarding eligibility and plan provisions are governed by the official plan documents.

Expense Reimbursement

ACME-1 will be reimbursed for necessary business expenses. Reimbursement will be as per DocuPal Demo, LLC's expense reimbursement policy.

Work Schedule and Location

ACME-1's standard work schedule is Monday through Friday. The daily working hours are from 9:00 AM to 5:00 PM.



Remote Work

Remote or flexible work arrangements are permitted. These arrangements require the prior approval of ACME-1's manager.

Primary Work Location

The primary work location for ACME-1 is Docupal Demo, LLC headquarters. The headquarters is located at 23 Main St, Anytown, CA 90210, USA.

Confidentiality and Intellectual Property

ACME-1 acknowledges that during employment with DocuPal Demo, LLC, ACME-1 will have access to confidential information. This includes, but is not limited to, customer data, financial information, and proprietary technology. ACME-1 agrees to protect this information. ACME-1 will use this information only for the benefit of DocuPal Demo, LLC. ACME-1 will not disclose any confidential information to any third party during or after employment. This confidentiality obligation extends for five years following the termination of this agreement.

Intellectual Property

ACME-1 agrees that all intellectual property created during employment is the sole property of DocuPal Demo, LLC. This includes inventions, designs, and works of authorship. ACME-1 will promptly disclose all intellectual property created to DocuPal Demo, LLC. ACME-1 will execute any documents necessary to assign ownership of such intellectual property to DocuPal Demo, LLC. This obligation survives the termination of this agreement. DocuPal Demo, LLC retains all rights, title, and interest in and to such intellectual property.

Non-Compete and Non-Solicitation

ACME-1 acknowledges that during employment with Docupal Demo, LLC, ACME-1 will have access to confidential information. This includes trade secrets, customer lists, pricing strategies, and other proprietary data. To protect Docupal Demo, LLC's legitimate business interests, ACME-1 agrees to the following restrictions.



Non-Compete

During the term of employment and for a period of one year following the termination of employment, regardless of the reason for termination, ACME-1 will not directly or indirectly engage in any business activities that compete with the business of Docupal Demo, LLC. This restriction applies within a 50-mile radius of Docupal Demo, LLC's principal place of business at 23 Main St, Anytown, CA 90210. "Engage" includes, but is not limited to, owning, operating, managing, consulting, or being employed by any competitive business.

Non-Solicitation

During the term of employment and for a period of one year following the termination of employment, regardless of the reason for termination, ACME-1 will not, directly or indirectly:

- Solicit, induce, or attempt to solicit or induce any employee of Docupal Demo, LLC to terminate their employment with Docupal Demo, LLC.
- Solicit, contact, or attempt to solicit or contact any customer of Docupal Demo, LLC for the purpose of diverting their business from Docupal Demo, LLC to a competing business. "Customer" includes any individual or entity that was a customer of Docupal Demo, LLC during the term of ACME-1's employment.

Leave and Holidays

ACME-1 is entitled to certain leave and holidays during their employment with DocuPal Demo, LLC.

Vacation

ACME-1 will accrue twenty (20) days of paid vacation per year. Vacation time is subject to the company's vacation policy and must be approved in advance by ACME-1's manager.

Sick Leave

DocuPal Demo, LLC provides ACME-1 with ten (10) days of paid sick leave per year. Sick leave may be used for ACME-1's illness or to care for a sick family member. ACME-1 must notify their manager as soon as reasonably possible when taking sick



leave.

Public Holidays

ACME-1 will also observe and be compensated for public holidays as per the company holiday schedule. The specific holidays observed are determined by DocuPal Demo, LLC and may vary from year to year.

Performance Evaluation and Promotions

Performance Evaluations

ACME-1's performance will be formally evaluated on an annual basis. Docupal Demo, LLC will conduct these reviews to assess ACME-1's overall contribution and identify areas for development. Regular feedback sessions with ACME-1's manager will supplement the annual review, providing ongoing guidance and support.

Promotion Criteria

Promotions at Docupal Demo, LLC are based on several factors. These include ACME-1's individual performance, contribution to company goals, and demonstrated leadership skills. The Company will consider these elements when evaluating ACME-1 for potential advancement opportunities.

Termination and Notice

This agreement may be terminated under the following conditions.

Termination by DocuPal Demo, LLC

DocuPal Demo, LLC may terminate this agreement due to misconduct, poor performance, or company restructuring. In the event of termination, DocuPal Demo, LLC will provide ACME-1 with two weeks' written notice or severance pay equivalent to two weeks of ACME-1's salary.



Resignation by ACME-1

ACME-1 may resign from this position by providing DocuPal Demo, LLC with two weeks' written notice. The notice period allows for a smooth transition of responsibilities.

General Terms

DocuPal Demo, LLC reserves the right to terminate the employment of ACME-1 with or without cause. ACME-1 understands that continued employment is not guaranteed for any specific duration. The obligations regarding confidentiality and intellectual property will continue even after termination of employment. These obligations are detailed in the sections regarding confidential information and intellectual property. Any violation of the terms outlined in this agreement, including but not limited to the non-compete clause, may result in immediate termination. Termination will be handled according to the laws of the United States and the state of California. Severance pay, if applicable, will be subject to standard deductions and withholdings.

Dispute Resolution

ACME-1 and DocuPal Demo, LLC will try to resolve any disputes related to this Agreement through good-faith negotiation.

Mediation

If negotiation fails, both parties agree to first attempt to resolve the dispute through mediation. The parties will jointly select a mutually acceptable mediator in Anytown, USA. Both parties will share the costs of mediation equally.

Arbitration

If mediation is unsuccessful, any unresolved dispute arising out of or relating to this Agreement will be subject to mandatory and binding arbitration. The arbitration will take place in Anytown, USA. It will be conducted under the rules of the American Arbitration Association. The arbitrator's decision will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.



Miscellaneous Provisions

Governing Law

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

Amendments

This Agreement may only be amended or modified by a written instrument signed by both DocuPal Demo, LLC and ACME-1.

Entire Agreement

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 Agreement.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.

Signatures

This Employment Agreement is effective as of January 1, 2024.

Employer

DocuPal Demo, LLC, a company organized under the laws of United States.

By:

John Smith, CEO



Date: _____

Employee

ACME-1, a business organized under the laws of United States.

By:

Jane Doe

Date: _____

Please sign and date this Employment Agreement in the spaces provided above. By signing, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions outlined herein. This agreement is executed in Anytown, USA. Each party should retain a copy of this fully executed agreement for their records.

