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Introduction and Purpose

This Work for Hire Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized and existing under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Contractor"), and Acme, Inc ("Client"), a business entity organized and existing under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose of Agreement

The purpose of this Agreement is to set forth the terms and conditions under which Contractor will perform certain work for Client. This includes defining the scope of work, deliverables, and associated milestones. A critical aspect of this agreement is to ensure that all rights, title, and interest in the work product created by Contractor for Client will be owned exclusively by Client upon completion of the work and full payment to Contractor.

Ownership and Rights

Transferring ownership is vital, as it grants Client the unrestricted right to use, modify, and distribute the work as they see fit, without any future claims or limitations from Contractor. This Agreement clearly defines the relationship between Contractor and Client. It protects both parties by specifying the obligations, responsibilities, and expectations related to the work being performed. This includes payment terms, confidentiality obligations, warranties, indemnification, and conditions for termination. The Exhibits attached to this agreement further detail the scope of work, milestones, and payment schedule.

Scope of Work

DocuPal Demo, LLC will perform software development, documentation creation, and training material production for ACME-1. The specific details of the work are outlined in **Exhibit A**.



Project Milestones

The project will be completed according to the milestones and deadlines defined in **Exhibit B**. These milestones will be used to track progress and ensure timely completion of the project.

Change Orders

Any changes to the scope of work described in **Exhibit A** must be documented in a written change order. This change order must be mutually agreed upon and signed by both DocuPal Demo, LLC and ACME-1. The change order may include adjustments to the project timeline and associated payments.

Ownership and Intellectual Property Rights

Assignment of Rights

DocuPal Demo, LLC (the "Contractor") and ACME-1 ("Client") agree that all work product created under this Agreement is "work made for hire" as defined by United States copyright law. The Client will exclusively own all rights, title, and interest in and to the work product, effective immediately upon creation.

Upon final payment by the Client, the Contractor irrevocably assigns to the Client all copyrights, patents, trade secrets, and other intellectual property rights of any kind, globally, in the work product. This includes, without limitation, the right to make, use, sell, reproduce, modify, adapt, display, perform, create derivative works from, and distribute the work product.

Further Assurances

The Contractor agrees to execute all documents and take all actions reasonably requested by the Client, at the Client's expense, to perfect, protect, or enforce the Client's rights in the work product. This includes assisting the Client in obtaining patents, registering copyrights, or pursuing other forms of intellectual property protection.



Contractor's Retained Rights

The Contractor retains the right to use generalized knowledge, experience, and skill gained during the performance of this Agreement. This does not include the right to use or disclose any of the Client's confidential information or intellectual property.

Governing Law and Jurisdiction

United States copyright law governs the ownership and transfer of intellectual property rights under this Agreement internationally. The specific jurisdictions for enforcement of these rights are addressed in the Dispute Resolution section of this Agreement.

Payment Terms

DocuPal Demo, LLC will be compensated a total of \$50,000. Payments will be made in installments, according to the schedule detailed in Exhibit C.

Payment Schedule and Method

The payment schedule outlines specific milestones and corresponding payment amounts. Payments will be made via wire transfer. ACME-1's written acceptance of each deliverable is required before payment is released. Acceptance confirms that the deliverable meets the specifications outlined in Exhibit A.

Late Payment

A late payment fee of 1% per month will be applied to any overdue amounts. This fee will be calculated from the original due date.

Bonuses

Bonuses may be awarded for early completion of milestones. Any bonuses must be agreed upon in writing by both DocuPal Demo, LLC and ACME-1. The terms and conditions for bonus eligibility will be documented separately.



Confidentiality

DocuPal Demo, LLC acknowledges that during the course of this Agreement, it may receive confidential information relating to ACME-1. This information includes, but is not limited to, client data, business strategies, customer information, and any other non-public information disclosed by ACME-1.

Scope of Confidential Information

All information provided by ACME-1 or developed by DocuPal Demo, LLC on ACME-1's behalf will be considered confidential. DocuPal Demo, LLC agrees to protect this information and prevent its disclosure to any third party.

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.

Permitted Disclosures

DocuPal Demo, LLC may disclose confidential information if required to do so by law or court order. In such cases, DocuPal Demo, LLC will provide ACME-1 with prior written notice of the intended disclosure, if legally permissible, to allow ACME-1 to seek a protective order or other appropriate remedy.

Warranties and Representations

DocuPal Demo, LLC warrants and represents the following to ACME-1:

Originality and Ownership

DocuPal Demo, LLC assures ACME-1 that all work performed under this Agreement will be original. We confirm that the work does not infringe upon any third-party copyrights, trademarks, trade secrets, patents, or other intellectual property rights.



Right to Convey

DocuPal Demo, LLC confirms that it has the full right, power, and authority to enter into this Agreement. We also confirm that we have sufficient rights to grant the rights and licenses outlined in this Agreement. This includes the right to assign ownership of the work to ACME-1 as specified.

Non-Infringement

DocuPal Demo, LLC warrants that ACME-1's use of the work produced under this agreement will not infringe any third party's rights. We will take all necessary steps to ensure that ACME-1's use is free and clear of any encumbrances or claims.

Indemnification

DocuPal Demo, LLC agrees to indemnify and hold ACME-1 harmless from any claims, damages, liabilities, costs, and expenses arising out of any breach of these warranties. This includes claims related to intellectual property infringement. DocuPal Demo, LLC will assist ACME-1 in addressing any such infringements by providing necessary documentation and support.

Term and Termination

Term

This Agreement will begin on 2025-08-09 and will continue until the completion of all work as defined in Exhibit A, unless terminated earlier as described below.

Termination

Either party may terminate this Agreement with thirty (30) days written notice to the other party.

This Agreement may be terminated immediately by either party if the other party:

- Materially breaches any provision of this Agreement, and fails to cure such breach within thirty (30) days of written notice.
- Becomes insolvent or enters into bankruptcy proceedings.
- Fails to meet agreed-upon milestones as outlined in Exhibit B.



Effect of Termination

Upon termination of this Agreement, ACME-1 will receive all completed work. DocuPal Demo, LLC will be paid for all work accepted by ACME-1 up to the termination date. Any unearned payments will be forfeited by DocuPal Demo, LLC.

Dispute Resolution

The parties will attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiations.

Mediation

If a dispute cannot be resolved through negotiation, ACME-1 and Docupal Demo, LLC agree to participate in mediation before resorting to litigation. The parties will select a mutually agreeable mediator. They will share the costs of the mediation equally. Mediation will take place in Delaware.

Governing Law and Venue

The laws of the State of Delaware govern this Agreement. Any legal action or proceeding relating to this Agreement will be instituted in the state or federal courts located in Delaware. Each party consents to the jurisdiction of such courts in any such action or proceeding.

Miscellaneous Provisions

This Agreement represents the entire understanding between DocuPal Demo, LLC and ACME-1 regarding the Work and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

Amendments

This Agreement may only be amended or modified by a written instrument signed by both DocuPal Demo, LLC and ACME-1. No modification will be effective unless it is in writing and signed by authorized representatives of both parties.



Notices

All notices relating to this Agreement must be delivered either by certified mail, return receipt requested, or by email with confirmed receipt. Notices sent by certified mail will be deemed effective five (5) business days after mailing. Notices sent by email will be deemed effective upon confirmation of receipt. The addresses for notices are as follows, unless otherwise notified in writing:

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

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

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 invalid or unenforceable provision will be modified to the extent necessary to make it valid and enforceable, while preserving its original intent to the fullest extent possible.

Governing Law

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

