

Table of Contents

Introduction and Purpose	3
Purpose of Agreement	3
Roles and Responsibilities	3
Trainee Responsibilities	3
Trainer Responsibilities	4
Training Duration and Schedule	4
Schedule	5
Holidays and Breaks	5
Key Milestones	5
Remuneration and Benefits	5
Additional Benefits	5
Reimbursement Policy	6
Confidentiality and Data Protection	6
Confidential Information	6
Data Protection	6
Breach	6
Intellectual Property Rights	6
Ownership	7
Trainee Rights	7
Restrictions	7
Termination Conditions	7
Termination for Cause	7
Notice Period	7
Post-Termination Obligations	8
Dispute Resolution	8
Mediation	8
Arbitration	8
Escalation	8
Signatures and Acknowledgments	8
Signatures	9
Additional Clauses and Appendices	9
Confidentiality	9
Intellectual Property	9



Governing Law	10
Dispute Resolution	10
Appendices	10
Optional or Special Provisions	10



Introduction and Purpose

This Training 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 ("Trainer"), and Acme, Inc, a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Trainee").

Purpose of Agreement

The primary goal of this Agreement is to provide ACME-1 personnel with comprehensive training in software development. DocuPal Demo, LLC will deliver a Software Development Training Program designed to enhance the Trainee's skills and knowledge in this area. This Agreement outlines the responsibilities of both parties, including the training curriculum, support, performance monitoring, intellectual property, confidentiality, and conditions for termination. The terms and conditions set forth in this document will govern the relationship between DocuPal Demo, LLC and Acme, Inc throughout the duration of the training program.

Roles and Responsibilities

This section defines the roles, responsibilities, and obligations of DocuPal Demo, LLC ("Trainer") and ACME-1 ("Trainee") during the Software Development Training Program. Both parties agree to fulfill these responsibilities in good faith to ensure the successful completion of the training.

Trainee Responsibilities

ACME-1 agrees to ensure that the trainee will:

- Actively participate in all scheduled training sessions.
- Complete all assigned tasks, projects, and exercises in a timely manner.
- Adhere to all DocuPal Demo, LLC's policies and procedures, including those related to conduct, safety, and intellectual property.
- Maintain open communication with the trainer regarding any challenges or concerns encountered during the training.



- Utilize the provided training materials and resources effectively.
- Be punctual and prepared for each training session.
- Dedicate sufficient time and effort to master the training material.

Trainer Responsibilities

DocuPal Demo, LLC agrees to:

- Provide experienced and qualified trainers to deliver the training program.
- Offer mentorship and guidance to the trainee throughout the training period.
- Grant access to necessary software development tools and platforms.
- Provide comprehensive training materials, including documentation, tutorials, and code samples.
- Monitor the trainee's performance and progress through regular reviews and project evaluations.
- Offer constructive feedback and support to help the trainee improve their skills.
- Be available to answer questions and provide clarification on training topics.
- Maintain a professional and supportive learning environment.
- Ensure the training program aligns with the curriculum outlined in Appendix A.
- Provide regular performance reports to ACME-1, detailing the trainee's progress and areas for improvement.

Training Duration and Schedule

The Software Development Training Program will run for a period of twelve (12) months. The training will commence on August 16, 2025, and conclude on August 15, 2026.

Schedule

This is a full-time training program. The trainee is expected to dedicate their full working hours to the training activities. The standard working hours will be Monday through Friday, 9:00 AM to 5:00 PM, with a one-hour lunch break.



Holidays and Breaks

The trainee will observe standard DocuPal Demo, LLC company holidays. Scheduled breaks will be incorporated into the training program to ensure adequate rest and optimize learning. These breaks will be communicated in advance by the training supervisor.

Key Milestones

Throughout the 12-month period, key milestones will be established to monitor the trainee's progress and ensure the training objectives are being met. These milestones will include:

- **Month 3:** Initial code proficiency assessment.
- **Month 6:** Completion of foundational software development modules.
- **Month 9:** Participation in a team-based project.
- **Month 12:** Final project presentation and skills evaluation.

Specific dates for these milestones will be provided at the start of the training program.

Remuneration and Benefits

ACME-1 will provide a stipend to the trainee during the Software Development Training Program. Payments will be made bi-weekly. These payments will be made via direct deposit to the trainee's designated bank account.

Additional Benefits

In addition to the stipend, ACME-1 will provide health insurance coverage for the trainee throughout the duration of the training program. Details regarding the health insurance plan, including coverage specifics and enrollment procedures, will be provided to the trainee upon commencement of the training.

Reimbursement Policy

ACME-1 will reimburse the trainee for pre-approved expenses incurred during the training program. All expenses must be documented with original receipts. Reimbursement requests should be submitted to [Specify Department/Contact



Person] on a [Specify Frequency, e.g., monthly] basis. ACME-1 reserves the right to withhold reimbursement for any expenses not pre-approved or lacking proper documentation.

Confidentiality and Data Protection

Confidential Information

Both DocuPal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes, but is not limited to, company trade secrets and any client data shared during the training program. Both parties will use the confidential information only for the purposes outlined in this Training Agreement.

Data Protection

ACME-1 will handle all personal data of trainees in accordance with applicable privacy laws. DocuPal Demo, LLC will not collect, use, or disclose trainee personal data except as necessary for providing the training services and as permitted by law.

Breach

A breach of either the confidentiality or data protection provisions of this agreement may result in immediate termination of this Training Agreement.

Intellectual Property Rights

DocuPal Demo, LLC retains all rights, title, and interest in any intellectual property. This includes all training materials, software, inventions, and other works. These are created, conceived, or reduced to practice during the Software Development Training Program.

Ownership

DocuPal Demo, LLC exclusively owns all intellectual property rights. This includes copyrights, patents, trade secrets, and trademarks.



Trainee Rights

Acme, Inc's trainees retain the rights to their personal knowledge and skills. These are acquired during the training program. This agreement does not grant trainees the right to distribute training materials. It also does not allow use outside the scope of their employment with Acme, Inc.

Restrictions

Unauthorized distribution, reproduction, or modification of training materials is strictly prohibited. This also applies to reverse engineering of software. These restrictions continue even after the training program concludes.

Termination Conditions

This Agreement may be terminated under the following conditions:

Termination for Cause

DocuPal Demo, LLC may terminate this Agreement if ACME-1 fails to meet the performance standards outlined in Appendix A or violates company policies as communicated to ACME-1. ACME-1 may terminate this Agreement if DocuPal Demo, LLC fails to provide the training services as described herein.

Notice Period

The party initiating termination must provide written notice to the other party at least thirty (30) days prior to the intended date of termination.

Post-Termination Obligations

Upon termination, ACME-1 shall promptly return all DocuPal Demo, LLC property, including but not limited to, training materials, equipment, and confidential information. The confidentiality obligations outlined in Section 6 of this Agreement shall survive termination.



Dispute Resolution

The parties will first attempt to resolve any dispute related to this Agreement through good-faith negotiation. Either party may initiate this process by providing written notice to the other.

Mediation

If negotiation fails, the parties agree to attempt to resolve the dispute through mediation. A mutually agreed-upon mediator will conduct the mediation in Delaware.

Arbitration

If mediation is unsuccessful, any unresolved dispute shall be settled by binding arbitration administered in Delaware. The arbitration shall be conducted under the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both parties.

Escalation

Before starting mediation, both parties will escalate the issue to their respective senior management. This provides an opportunity for internal resolution.

Signatures and Acknowledgments

This Training Agreement is effective as of January 1, 2024, and concludes on December 31, 2024. By signing below, both DocuPal Demo, LLC and Acme, Inc. acknowledge that they have read, understood, and agree to all the terms and conditions outlined in this agreement.

Signatures

DocuPal Demo, LLC

By: Name: Title: Date:

Acme, Inc



By: Name: Title: Date:

Both parties enter into this agreement freely and voluntarily, demonstrating their commitment to the Software Development Training Program. Each party confirms they are duly authorized to execute this agreement on behalf of their respective organizations.

Additional Clauses and Appendices

Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to keep confidential all proprietary and non-public information received from the other party during the training program. This includes, but is not limited to, business plans, customer lists, technical specifications, and financial data. This obligation of confidentiality will survive the termination of this Training Agreement.

Intellectual Property

Any intellectual property developed during the training program, including software code, documentation, or training materials, will be owned by DocuPal Demo, LLC, unless otherwise agreed upon in writing. ACME-1 personnel will have a license to use such intellectual property solely for internal business purposes, as specified and agreed during the term.

Governing Law

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

Dispute Resolution

Any disputes arising out of or relating to this Training Agreement shall be resolved through good faith negotiations. If the parties are unable to resolve the dispute through negotiation, they agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Anytown, California.



Appendices

The following appendix is attached to and forms part of this Training Agreement:

- Appendix A: Training Curriculum

Optional or Special Provisions

This Training Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 relating to the Software Development Training Program. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the parties with respect to the subject matter of this agreement. No modification or amendment of this Training Agreement will be effective unless it is in writing and signed by both parties. This agreement is effective as of August 9, 2025.

