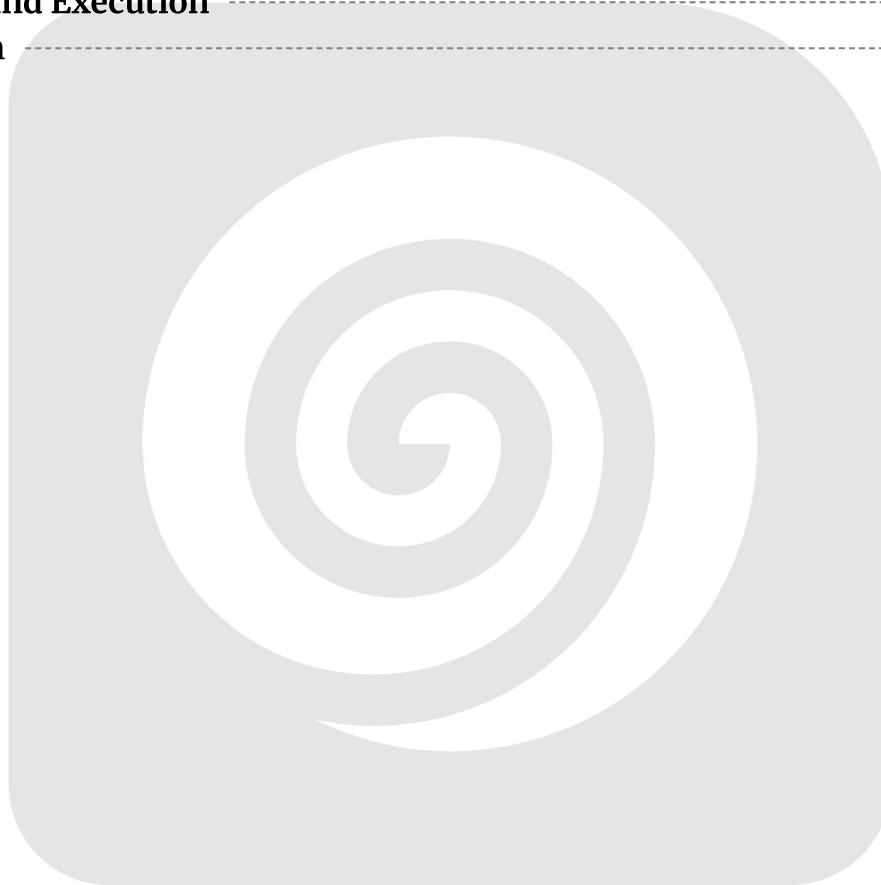


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Introduction and Purpose

Introduction

This Grant 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 ("DocuPal"), and Acme, Inc ("ACME-1"), a business organized and existing under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose of the Grant

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal will provide a grant to ACME-1. This grant will support ACME-1 in the research, development, and testing of a new sustainable energy solution (the "Project").

Project Scope and Objectives

ACME-1 will use the grant funds to develop a commercially viable prototype of the sustainable energy solution. The project includes all activities necessary for the prototype's creation, testing, and refinement. The expected outcome is a functional prototype ready for potential commercialization. This Agreement outlines the specific deliverables, timelines, and reporting requirements associated with the Project.

Grant Terms and Conditions

This section outlines the terms and conditions governing the grant provided by DocuPal Demo, LLC ("DocuPal") to Acme, Inc ("ACME-1"). By accepting this grant, ACME-1 agrees to adhere to these terms.



Grant Period and Milestones

The grant period begins on January 1, 2024, and concludes on December 31, 2025. ACME-1 must achieve specific milestones throughout the grant period. These milestones include the submission of quarterly progress reports and a final project demonstration. DocuPal will evaluate ACME-1's performance based on these milestones.

Funding and Payment Schedule

The total grant amount will be disbursed quarterly. Disbursements are contingent upon ACME-1's successful completion of the pre-defined milestones for each quarter. ACME-1 must also submit detailed expense reports for DocuPal's approval before each payment is released. DocuPal reserves the right to withhold payments if milestones are not met or if expense reports are deemed unsatisfactory.

Conditions Precedent to Funding

Before any funds are disbursed, ACME-1 must fulfill certain conditions. ACME-1 must secure all necessary permits required for the sustainable energy project. ACME-1 must also obtain all required ethical approvals related to the project activities. Failure to satisfy these conditions precedent will delay or prevent the commencement of funding. ACME-1 will provide DocuPal with copies of all permits and approvals before the initial disbursement.

Reporting Requirements

ACME-1 will provide quarterly progress reports to DocuPal. These reports should detail the activities completed, milestones achieved, and any challenges encountered during the reporting period. The reports should also include a summary of expenditures and a forecast of activities for the upcoming quarter. A final project demonstration must be conducted at the end of the grant period to showcase the project's outcomes.

Use of Funds

ACME-1 must use the grant funds solely for the sustainable energy project as described in this agreement. Any deviation from the approved project scope requires prior written consent from DocuPal. Misuse of funds may result in the



termination of this agreement and the recovery of disbursed funds.

Compliance

ACME-1 must comply with all applicable laws and regulations during the grant period. This includes environmental regulations, labor laws, and financial reporting requirements. ACME-1 is responsible for obtaining all necessary licenses and permits required for the project's operation.

Intellectual Property

DocuPal does not claim ownership of any intellectual property developed by ACME-1 during the project. However, DocuPal retains the right to use the project's findings and outcomes for its own internal purposes. ACME-1 grants DocuPal a non-exclusive, royalty-free license to use any intellectual property developed during the project.

Project Description and Deliverables

This project aims to advance sustainable energy solutions through the development of a functional prototype and the dissemination of research findings. Acme, Inc. will conduct the activities necessary to achieve these goals, with DocuPal Demo, LLC providing grant funding as outlined in this agreement. The project will focus on creating a tangible, working model of the proposed technology. It will also seek to gauge market interest and contribute to the broader knowledge base through published research.

Project Objectives

The primary objectives of this project are to:

- Develop a functional prototype of the sustainable energy technology.
- Secure initial market interest in the developed technology.
- Publish research findings related to the project and its outcomes.

Project Activities

To achieve the stated objectives, Acme, Inc. will undertake the following activities:

1. **Initial Research (Month 1-3):** Conduct thorough research and gather data relevant to the project.
2. **Prototype Development (Month 4-6):** Develop an initial prototype based on the research findings.
3. **Initial Testing (Month 7-12):** Perform initial testing of the prototype to evaluate its performance and identify areas for improvement.
4. **Prototype Refinement (Month 13-18):** Refine the prototype based on the results of initial testing.
5. **Final Demonstration (Month 19-24):** Conduct a final demonstration of the refined prototype to showcase its capabilities.
6. **Ongoing Reporting:** Provide DocuPal Demo, LLC with quarterly progress reports.
7. **Final Reporting:** Submit a comprehensive final project report.

Key Deliverables

The key deliverables for this project are:

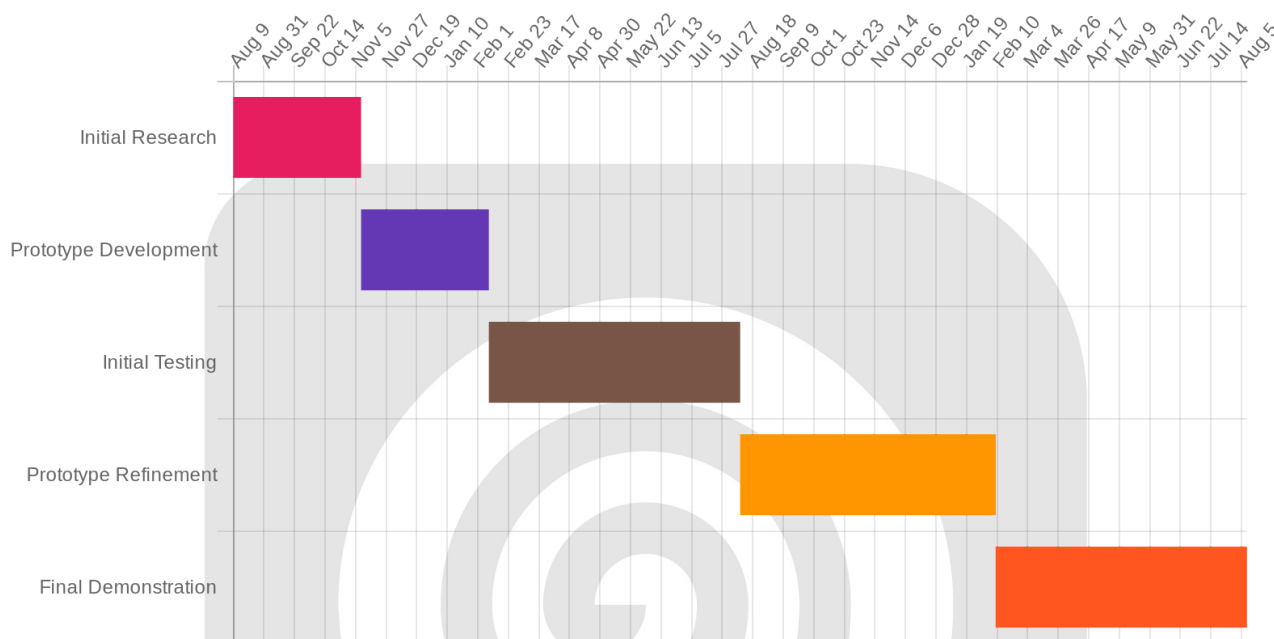
- **Quarterly Progress Reports:** Regular updates on project progress, challenges, and achievements.
- **Functional Prototype:** A working model of the sustainable energy technology.
- **Final Project Report:** A comprehensive report summarizing the project's activities, findings, and outcomes.
- **Technology Demonstration:** A live demonstration of the technology.

Project Timeline and Milestones

Milestone	Target Completion Date	Deliverable
Complete Initial Research	2025-11-09	Research Data and Documentation
Develop Initial Prototype	2026-02-09	Initial Prototype Version
Conduct Initial Testing	2026-08-09	Testing Report
Refine Prototype	2027-02-09	Refined Prototype Version
Final Demonstration	2027-08-09	Demonstration and Presentation



Milestone	Target Completion Date	Deliverable
Quarterly Progress Reports	Ongoing	Quarterly Reports
Final Project Report	2027-08-09	Final Project Report



Financial Management and Reporting

ACME-1 will adhere to the following financial management and reporting guidelines throughout the grant period. These guidelines ensure proper use of funds and transparency in project execution.

Budgeting and Allowable Costs

ACME-1 must manage the grant funds according to the budget approved by DocuPal Demo, LLC. Any proposed changes to the budget exceeding 10% of any line item require prior written approval from DocuPal Demo, LLC.

Eligible expenses include direct research costs, necessary equipment, materials, and reasonable travel expenses directly related to the sustainable energy project. Costs must be reasonable, allocable, and directly related to the project's objectives.

The following expenses are **not** eligible for reimbursement:

- Indirect costs or overhead expenses.
- Salaries or compensation for ACME-1 personnel.
- Costs related to lobbying or political activities.
- Entertainment expenses.

Financial Reporting

ACME-1 will submit quarterly financial reports to DocuPal Demo, LLC. These reports are due 30 days after the end of each calendar quarter (March 31, June 30, September 30, and December 31). The first report is due on 2026-03-31.

Each financial report must include:

- A detailed breakdown of expenditures during the reporting period.
- A comparison of actual expenditures against the approved budget.
- A narrative explanation of any significant variances (greater than 10%) between budgeted and actual expenses.
- Supporting documentation for all expenses, including invoices, receipts, and payment records.

Reports must be submitted in the format prescribed by DocuPal Demo, LLC, which includes detailed written reports. All financial reports must be certified by ACME-1's Chief Financial Officer or authorized representative.

Audit and Financial Controls

DocuPal Demo, LLC retains the right to conduct annual audits of ACME-1's financial records related to this grant. ACME-1 agrees to cooperate fully with these audits and provide access to all relevant documentation. ACME-1 must maintain financial records in accordance with generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS). These records must be retained for a period of five years following the termination of this Grant Agreement.

ACME-1 is responsible for establishing and maintaining adequate internal controls to safeguard grant funds and ensure compliance with the terms of this agreement. Any findings of fraud, waste, or mismanagement must be reported to DocuPal Demo, LLC immediately. DocuPal Demo, LLC may withhold future payments or terminate this agreement if ACME-1 fails to comply with these financial management and reporting requirements.



Intellectual Property Rights

Ownership

ACME-1 will retain all rights, title, and interest in and to any and all intellectual property (IP) created, conceived, or reduced to practice during the term of this Grant Agreement ("Project IP"). Docupal Demo, LLC acknowledges and agrees that ACME-1 shall be the sole owner of the Project IP, including, but not limited to, patents, copyrights, trademarks, and trade secrets.

Pre-Existing Intellectual Property

Each party retains ownership of its pre-existing intellectual property. This Grant Agreement does not transfer any ownership rights in any intellectual property owned by either party prior to the Effective Date. Each party is responsible for ensuring that its use of any pre-existing intellectual property does not infringe upon the rights of any third party.

Grant of License to Docupal Demo, LLC

ACME-1 hereby grants to Docupal Demo, LLC a non-exclusive, royalty-free, worldwide license to use the Project IP for internal research purposes. This license includes the right to use, reproduce, and modify the Project IP solely for internal research and development activities. Docupal Demo, LLC shall not sublicense, distribute, or commercialize the Project IP without the prior written consent of ACME-1.

Protection of Intellectual Property

ACME-1 will be responsible for the protection of the Project IP, including, but not limited to, filing patent applications and registering copyrights and trademarks, as appropriate. Docupal Demo, LLC agrees to reasonably cooperate with ACME-1 in connection with such protection efforts.



Publication and Dissemination

ACME-1 shall have the right to publish and disseminate the results of the project, including the Project IP, subject to Docupal Demo, LLC's right to review and approve any such publications or disseminations in advance. Such approval shall not be unreasonably withheld or delayed. The Parties agree to acknowledge the contribution of both parties in any such publications or disseminations.

Compliance and Legal Obligations

ACME-1 must comply with all applicable federal and state laws and regulations throughout the project's duration. This includes, but is not limited to, laws related to environmental protection, labor standards, and workplace safety.

Environmental and Ethical Guidelines

ACME-1 will adhere to DocuPal Demo, LLC's environmental and ethical guidelines, which are attached as Appendix A to this Agreement. These guidelines promote sustainable practices and responsible conduct in all project activities. DocuPal Demo, LLC will monitor compliance with these guidelines and reserves the right to conduct audits to ensure adherence.

Confidentiality

All confidential information disclosed by DocuPal Demo, LLC to ACME-1, or vice versa, during the course of this project will be treated as confidential. This includes, but is not limited to, technical data, financial information, and business strategies. ACME-1 agrees to protect this information with the same degree of care that it uses to protect its own confidential information, but no less than reasonable care. This confidentiality obligation will continue for five (5) years following the completion or termination of this Agreement.

ACME-1 will limit access to confidential information to its employees and contractors who have a need to know for the purposes of this Agreement and who are bound by confidentiality obligations no less protective than those contained herein.



Data Protection

ACME-1 must comply with all applicable data protection laws and regulations regarding the collection, use, storage, and transfer of personal data. ACME-1 is responsible for implementing and maintaining appropriate technical and organizational measures to protect personal data against unauthorized access, use, or disclosure. ACME-1 will promptly notify DocuPal Demo, LLC of any data breach or security incident that may affect the personal data processed in connection with this Agreement.

Dispute Resolution and Termination

Dispute Resolution

DocuPal Demo, LLC and ACME-1 commit to resolving any disputes fairly and efficiently. Initially, both parties will attempt to resolve disputes through good-faith negotiation.

Mediation

If negotiation fails, the parties agree to participate in mediation. A mutually agreed-upon mediator will be selected. The mediation will be held in Anytown, CA, unless both parties agree to an alternative location. Each party will bear its own costs associated with mediation. The parties will equally share the fees and expenses of the mediator.

Arbitration

If mediation is unsuccessful, any unresolved dispute will be settled by binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. A single arbitrator will be selected by mutual agreement. If the parties cannot agree on an arbitrator, the American Arbitration Association will appoint one. The arbitrator's decision will be final and binding on both parties. The arbitration will take place in Anytown, CA, unless otherwise agreed. The arbitrator is empowered to award reasonable attorneys' fees and costs to the prevailing party.



Termination

Termination Rights

Either DocuPal Demo, LLC or ACME-1 may terminate this Grant Agreement. Termination requires sixty (60) days written notice to the other party.

Effect of Termination

Upon termination, ACME-1 will submit a final report detailing all work completed and expenditures made up to the termination date. DocuPal Demo, LLC will only be responsible for payment of expenses incurred and work satisfactorily completed before the termination date. Termination will not relieve either party of any obligations that accrued before the termination date.

Amendments

Any changes to this Grant Agreement must be made in writing. All amendments require the written consent and signatures of both DocuPal Demo, LLC and ACME-1.

Contact Information and Notices

Official Contacts

For DocuPal Demo, LLC, the official contact is John Doe, reachable at john.doe@docupal.com. For Acme, Inc (ACME-1), the official contact is Jane Smith, reachable at jane.smith@acme.com.

Notices

All notices regarding this Grant Agreement must be in writing. Notices are considered given when:

- Delivered by email to the addresses listed above.
- Delivered by certified mail, return receipt requested, to the addresses listed above.

DocuPal Demo, LLC Address:



23 Main St, Anytown, CA 90210, USA

Acme, Inc (ACME-1) Address:

3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA

Signatures and Execution

This Grant Agreement shall become effective as of the date of last signature and will continue until the completion of the project, unless terminated earlier as provided herein.

Execution

IN WITNESS WHEREOF, the parties have executed this Grant Agreement as of the dates set forth below.

DocuPal Demo, LLC

By: John Doe

Title: [Title of John Doe]

Date: August 9, 2025

Acme, Inc (ACME-1)

By: Jane Smith

Title: [Title of Jane Smith]

Date: August 9, 2025

This Grant Agreement must be fully executed on or before January 1, 2024.

