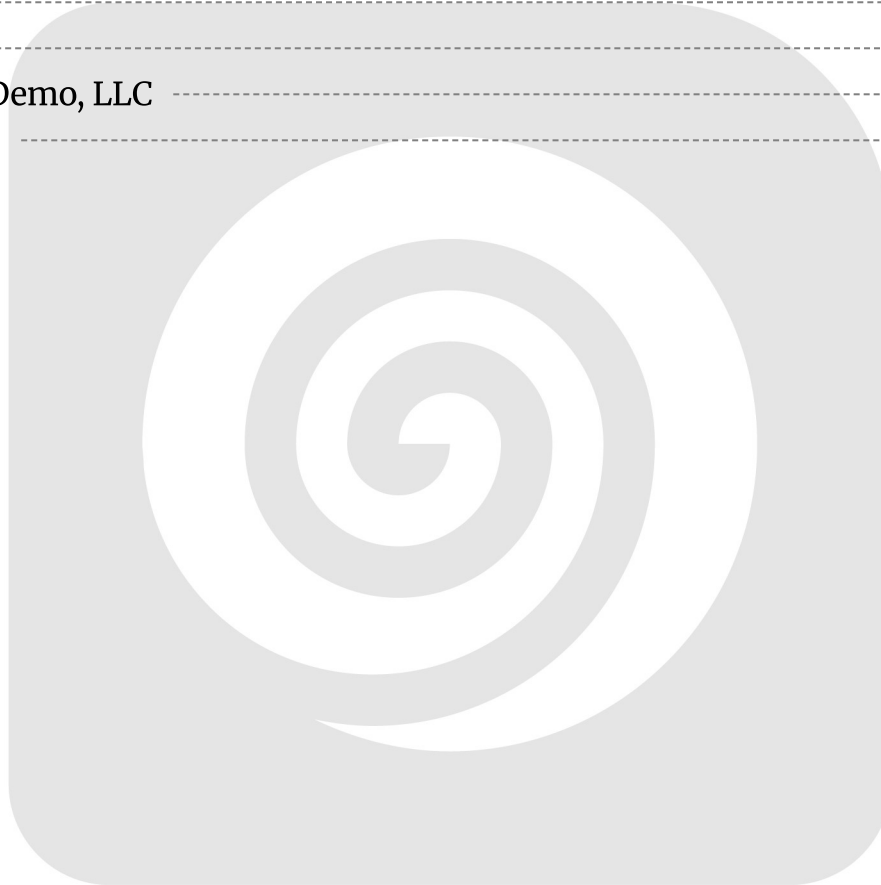


Table of Contents

Introduction	3
Purpose of Fellowship	3
Eligibility and Selection Criteria	3
Eligibility Requirements	3
Selection Process	4
Duration and Term	4
Extension	4
Modification	4
Stipend and Financial Provisions	5
Stipend Amount and Disbursement	5
Travel and Research Grants	5
Fellow Obligations and Responsibilities	5
Scope of Work	5
Reporting Requirements	5
Conduct and Performance	6
Deliverables and Milestones	6
Intellectual Property Rights	6
Joint Inventions	6
ACME-1 Rights	6
Publications	7
Confidentiality and Data Protection	7
Confidential Information	7
Data Handling and Security	7
Exceptions	7
Use of Funds and Resources	8
Permissible Use of Funds	8
Access to Institutional Resources	8
Publication and Acknowledgment	8
Acknowledgment of Support	8
Pre-Publication Review	8
Publication Rights	9
Termination and Suspension	9
Grounds for Termination or Suspension	9



Notice Period	9
Post-Termination Obligations	9
Dispute Resolution	9
Mediation	10
Governing Law	10
Miscellaneous Provisions	10
Amendments	10
Entire Agreement	10
Severability	10
Notices	10
Signatures	11
DocuPal Demo, LLC	11
Acme Inc.	11



Introduction

This Fellowship 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 Fellowship

The primary purpose of this fellowship is to foster innovation and promote research and development collaboration between DocuPal and ACME-1 within the field of document automation. This collaboration will leverage the expertise and resources of both parties to achieve mutually beneficial outcomes. The parties intend to establish a structured framework for the fellowship, outlining the roles, responsibilities, and expectations of each participant. This agreement sets forth the terms and conditions governing the fellowship, including but not limited to the scope of work, intellectual property rights, and financial considerations.

Eligibility and Selection Criteria

Eligibility Requirements

To be eligible for the ACME-1 Fellowship, applicants must:

- Possess a master's or doctoral degree in a relevant field (e.g., engineering, computer science, materials science).
- Demonstrate a strong academic record, with a GPA of 3.5 or higher.
- Have a minimum of three years of relevant research or industry experience.
- Provide a detailed research proposal aligned with ACME-1's strategic objectives.
- Be a U.S. citizen or permanent resident, or hold a valid work visa.
- Submit two letters of recommendation from academic or professional references.



Selection Process

The selection process will involve a comprehensive review of all applications by a selection committee comprised of representatives from Docupal Demo, LLC and ACME-1. The committee will evaluate candidates based on the following criteria:

- The quality and feasibility of the research proposal (40%).
- The applicant's academic and professional qualifications (30%).
- The relevance of the applicant's experience to ACME-1's research priorities (20%).
- The strength of the letters of recommendation (10%).

Shortlisted candidates may be invited for an interview to further assess their suitability for the fellowship. The final selection decision will be made by the selection committee, and all applicants will be notified of the outcome.

Duration and Term

The fellowship will begin on January 1, 2024, and will continue until December 31, 2024. This period constitutes the initial term of this Agreement.

Extension

This Agreement may be extended beyond the initial term. Any extension requires a written amendment. Both DocuPal Demo, LLC and ACME-1 must agree to the new terms. The amendment must be signed by authorized representatives of both parties.

Modification

The term of this Agreement can only be modified through a formal written amendment. This amendment must be duly signed by both DocuPal Demo, LLC and ACME-1. This ensures that any changes to the duration are mutually agreed upon and properly documented.



Stipend and Financial Provisions

Stipend Amount and Disbursement

DocuPal Demo, LLC will provide ACME-1 fellow a total stipend of \$75,000. The stipend will be paid in monthly installments. These payments will be disbursed at the end of each month during the Fellowship term.

Travel and Research Grants

ACME-1 fellow is eligible for travel grants to support research-related travel. The total amount available for travel grants is capped at \$5,000. All travel must be pre-approved by DocuPal Demo, LLC. Reimbursement will be provided upon submission of receipts and an expense report.

Fellow Obligations and Responsibilities

The Fellow, as a participant in this Fellowship Program with Docupal Demo, LLC ("Docupal") and ACME-1, agrees to the following obligations and responsibilities:

Scope of Work

The Fellow will dedicate their efforts to the development of a prototype document automation tool. This includes, but is not limited to, designing, coding, testing, and refining the tool's functionalities based on the specifications provided by Docupal and ACME-1. The Fellow is also expected to actively participate in discussions and collaborations with Docupal and ACME-1 teams to ensure the prototype aligns with project goals.

Reporting Requirements

The Fellow will submit quarterly progress reports to Docupal. These reports should detail the accomplishments, challenges encountered, and planned activities for the upcoming quarter. The format and specific content requirements for these reports will be provided by Docupal.



Conduct and Performance

The Fellow is expected to maintain professional conduct at all times while participating in the Fellowship Program. This includes respecting Docupal's and ACME-1's policies, maintaining confidentiality of sensitive information, and engaging in respectful communication with team members. The Fellow is also expected to perform their duties diligently and to the best of their abilities, adhering to agreed-upon timelines and milestones.

Deliverables and Milestones

The Fellow will be responsible for achieving specific deliverables and milestones throughout the Fellowship Program. The primary deliverable is a functional prototype document automation tool. Specific milestones related to development, testing, and documentation will be established and communicated to the Fellow at the outset of the program. The Fellow's performance will be evaluated based on their ability to meet these deliverables and milestones within the agreed-upon timeframe.

Intellectual Property Rights

DocuPal Demo, LLC will retain full ownership of all intellectual property rights associated with any inventions, discoveries, or works created during this fellowship. This includes, but is not limited to, patents, copyrights, trademarks, and trade secrets.

Joint Inventions

In the event that an invention is jointly created by personnel from both DocuPal Demo, LLC and ACME-1, the ownership of such invention will be held jointly by both parties. The specifics of exercising those joint rights, including prosecution and commercialization, will be determined through a separate written agreement.

ACME-1 Rights

ACME-1 will be granted a non-exclusive, royalty-free license to use any intellectual property developed during the fellowship for internal research purposes. This license does not extend to commercial use or distribution without the express



written consent of DocuPal Demo, LLC.

Publications

DocuPal Demo, LLC will have the right to publish the results of the fellowship. ACME-1 will receive an advance copy of any proposed publication for review, and DocuPal Demo, LLC will consider any comments provided by ACME-1 within a reasonable timeframe.

Confidentiality and Data Protection

ACME-1 and Docupal Demo, LLC agree to protect each other's confidential information. This includes client data and proprietary technology. Both parties will treat this information as strictly confidential.

Confidential Information

Confidential information includes any data or knowledge that is:

- Non-public
- Proprietary
- Marked as confidential, or reasonably understood to be confidential

Data Handling and Security

ACME-1 and Docupal Demo, LLC will handle data securely. Secure storage and encryption will be used. These measures will protect against unauthorized access, use, or disclosure.

Exceptions

Confidentiality obligations do not apply when disclosure is required by law. If legally compelled to disclose, the party will promptly notify the other party, unless prohibited by law. This allows the other party to seek a protective order or other remedy.



Use of Funds and Resources

Permissible Use of Funds

Fellowship funds provided to ACME-1 are specifically designated to cover expenses related to the approved research activities outlined in this Agreement. These allowable expenses include a stipend for the fellow, travel costs directly associated with the research, and other research-related expenditures. All expenditures must adhere to DocuPal Demo, LLC's financial policies and procedures. Funds are restricted to approved research purposes only. Any deviation from this requires prior written approval from DocuPal Demo, LLC.

Access to Institutional Resources

ACME-1 fellows will be granted access to DocuPal Demo, LLC's facilities and equipment, as needed, to conduct the approved research. This access is subject to availability and DocuPal Demo, LLC's internal policies regarding equipment usage and safety protocols. DocuPal Demo, LLC retains the right to determine the extent and nature of resource access.

Publication and Acknowledgment

Acknowledgment of Support

ACME-1 agrees to acknowledge DocuPal Demo, LLC's support in all publications and presentations resulting from this fellowship. This acknowledgment will appear in a prominent location within the publication or presentation.

Pre-Publication Review

DocuPal Demo, LLC requires the opportunity to review any proposed publications or presentations related to the fellowship prior to their submission or dissemination. ACME-1 will submit such materials to DocuPal Demo, LLC for review at least thirty (30) days in advance of the intended submission or presentation date.



Publication Rights

DocuPal Demo, LLC retains all rights regarding the publication of results stemming from the fellowship. Any publications will be subject to DocuPal Demo, LLC's publication policies and procedures.

Termination and Suspension

This Fellowship Agreement may be terminated or suspended by either DocuPal Demo, LLC or ACME-1 under the following conditions.

Grounds for Termination or Suspension

Either party may terminate this Agreement due to a material breach by the other party. Misconduct by a fellow also constitutes grounds for termination.

Notice Period

The party seeking termination or suspension must provide thirty (30) days written notice to the other party. This notice period allows the recipient to address the concerns or take necessary actions.

Post-Termination Obligations

Upon termination of this Fellowship Agreement, the Fellow must return all confidential information belonging to DocuPal Demo, LLC or ACME-1. This includes, but is not limited to, documents, data, and any other proprietary materials.

Dispute Resolution

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

Mediation

If negotiation fails, both parties will attempt to settle the dispute through mediation. The mediation will occur before resorting to arbitration or litigation.



Governing Law

The laws of the State of Delaware govern the interpretation and enforcement of this Dispute Resolution section.

Miscellaneous Provisions

Amendments

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

Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings, whether written or oral.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that achieves the same economic effect.

Notices

All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given when sent by email to the designated contacts for each party.

Signatures

This Fellowship Agreement becomes effective as of the last date signed below.



DocuPal Demo, LLC and Acme Inc. indicate their agreement to all terms and conditions of this Fellowship Agreement by their signatures below through their duly authorized representatives.

DocuPal Demo, LLC

Signed: _____

Name: John Smith

Title: CEO

Date: _____

Acme Inc.

Signed: _____

Name: Jane Doe

Title: CEO

Date: _____

