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Introduction and Purpose

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

The purpose of this Agreement is to protect DocuPal Demo's legitimate business interests. These interests include, but are not limited to, its confidential information, trade secrets, customer relationships, and overall market position. DocuPal Demo and ACME-1 recognize that ACME-1's access to this information creates both opportunities and the risk of unfair competition should ACME-1 leverage this knowledge improperly.

Scope of Agreement

This Agreement outlines specific restrictions on ACME-1's competitive activities. It defines the scope of prohibited actions, the geographic regions where these restrictions apply, and the duration of these restrictions. The Agreement also details the consequences should ACME-1 violate its terms. This includes restrictions regarding solicitation of DocuPal Demo's employees or customers.

Intent

DocuPal Demo intends through this agreement to ensure fair competition. This agreement aims to restrict ACME-1's ability to use confidential information or other unfair methods to compete with DocuPal Demo. This agreement is not intended to prevent ACME-1 from competing fairly.

Definitions and Interpretations

For the purposes of this Competition Agreement, the following terms shall have the meanings set forth below:



Key Definitions

- **Confidential Information** means any and all information of DocuPal Demo, LLC that is not generally known to the public, whether tangible or intangible, concerning DocuPal Demo, LLC's business, technology, finances, customers, and strategic plans. This includes, but is not limited to, software code, algorithms, data structures, product designs, marketing plans, customer lists, pricing strategies, and financial projections. It also includes information received from third parties that DocuPal Demo, LLC is obligated to treat as confidential.
- **Competitive Activities** means engaging in any business or activity that directly competes with the SaaS business or document management software products or services offered by DocuPal Demo, LLC as of the Effective Date of this Agreement or during the Term of this Agreement. This includes, but is not limited to, developing, marketing, selling, licensing, or providing services related to document management software, workflow automation software, or any similar software that could be used as a substitute for DocuPal Demo, LLC's products or services.
- **Geographic Region** means the United States of America and any other country in which DocuPal Demo, LLC conducts business or actively markets its products or services as of the Effective Date of this Agreement, or during the Term of this Agreement.

General Interpretation

The language in this Agreement shall be interpreted in a reasonable manner and in accordance with its plain meaning. Any ambiguities shall be resolved through good faith negotiation between the parties, with the intent of giving effect to the purpose and intent of this Agreement. This 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.

Scope of Competition Restrictions

ACME-1 acknowledges that it will gain access to valuable confidential information and business relationships of DocuPal Demo, LLC. To protect these legitimate business interests, ACME-1 agrees to the following restrictions on its activities.



Prohibited Activities

ACME-1 will not engage in any business or activity that directly competes with DocuPal Demo, LLC. This includes, but is not limited to, developing, marketing, selling, or distributing products or services that are similar to or competitive with those offered by DocuPal Demo, LLC. ACME-1 is also prohibited from soliciting or attempting to solicit any employees or customers of DocuPal Demo, LLC. Furthermore, ACME-1 shall not use or disclose any confidential information of DocuPal Demo, LLC, including but not limited to, trade secrets, customer lists, pricing information, and marketing strategies.

Geographic Scope

These restrictions apply to activities conducted within the United States and Canada. This geographic scope is deemed reasonable and necessary to protect DocuPal Demo, LLC's business interests in these key markets.

Limitations

These restrictions do not apply to activities that do not directly compete with DocuPal Demo, LLC. Also, these restrictions do not extend to information that is generally available to the public through no fault of ACME-1. ACME-1 is free to engage in business activities outside of the specifically prohibited areas outlined in this agreement.

Duration

The restrictions outlined in this section will remain in effect for the period defined in the Term and Termination section of this agreement.

Duration and Termination

This Competition Agreement will become effective on August 9, 2025. The restrictions outlined in this Agreement will remain in effect for a period of two (2) years following the termination of the business relationship between Docupal Demo, LLC and ACME-1.



Termination

This Agreement may be terminated early only upon a material breach of this Agreement by ACME-1. Docupal Demo, LLC must provide written notice of the breach and allow thirty (30) days for ACME-1 to cure the breach. If the breach is not cured within the thirty (30) day period, Docupal Demo, LLC may terminate this Agreement immediately.

Renewal

This Agreement will not be subject to automatic renewal. Upon expiration of this agreement, a new agreement must be created and signed if both parties are in agreement.

Confidentiality Obligations

ACME-1 acknowledges that during the term of this Competition Agreement, it will have access to confidential information belonging to DocuPal Demo, LLC. ACME-1 agrees to protect this information.

Definition of Confidential Information

Confidential information includes all non-public information related to DocuPal Demo, LLC's business. This covers, but isn't limited to:

- Products
- Services
- Customers
- Pricing
- Marketing strategies
- Financial information

Permitted Use

ACME-1 can only use confidential information to fulfill its duties under this Competition Agreement. Any other use is strictly prohibited. ACME-1 will not disclose this information to any third party without DocuPal Demo, LLC's prior written consent.



Duration of Confidentiality

The obligations of confidentiality outlined in this agreement will continue for a period of 5 years following the termination of this Competition Agreement. ACME-1's duty to protect confidential information survives the end of this agreement.

Protection of Confidential Information

ACME-1 must take reasonable measures to protect the confidentiality of DocuPal Demo, LLC's information. These measures will be no less rigorous than the measures ACME-1 uses to protect its own confidential information. ACME-1 will promptly notify DocuPal Demo, LLC upon discovery of any unauthorized use or disclosure of confidential information.

Enforcement and Remedies

DocuPal Demo, LLC can enforce this agreement to protect its legitimate business interests. Acme, Inc. acknowledges that violating this agreement would cause significant harm.

Remedies for Breach

DocuPal Demo, LLC can pursue several remedies if Acme, Inc. breaches this agreement. These remedies include monetary damages to compensate for losses resulting from the breach. DocuPal Demo, LLC can also seek injunctive relief. Injunctive relief means a court order that compels Acme, Inc. to stop the violating activity. This could include preventing Acme, Inc. from soliciting DocuPal Demo, LLC's employees or customers. It could also prevent Acme, Inc. from using DocuPal Demo, LLC's confidential information.

Compliance Monitoring

DocuPal Demo, LLC will monitor Acme, Inc.'s compliance with this agreement. This monitoring includes regular audits of Acme, Inc.'s activities. Acme, Inc. will also provide reports to DocuPal Demo, LLC, as requested. These reports will detail Acme, Inc.'s adherence to the terms of this agreement.



Legal Fees

If DocuPal Demo, LLC takes legal action to enforce this agreement and wins, Acme, Inc. will be responsible for DocuPal Demo, LLC's reasonable legal fees and costs. This includes attorney fees and court costs. This provision ensures that DocuPal Demo, LLC can fully protect its rights under this agreement without incurring undue financial burden. The remedies described here are not exclusive. DocuPal Demo, LLC can pursue any other remedies available under applicable law.

Governing Law and Jurisdiction

This Competition Agreement is governed by the laws of the State of Delaware, United States. This means that Delaware law will be used to interpret and enforce the terms of this agreement.

Dispute Resolution

Any dispute arising from or relating to this Agreement will be resolved through binding arbitration in Delaware. This includes disputes regarding the interpretation, breach, or validity of the Agreement. Both Docupal Demo, LLC and Acme, Inc agree to this method of dispute resolution. The arbitration will be conducted in accordance with the rules of the American Arbitration Association (AAA). The decision of the arbitrator will be final and binding on both parties. Each party will bear its own costs associated with the arbitration. However, the parties will equally share the fees and expenses of the arbitrator.

Dispute Resolution

Any dispute arising from or relating to this Agreement will be resolved through binding arbitration. This means ACME-1 and Docupal Demo, LLC agree to resolve disagreements outside of court.

Arbitration Process

Arbitration will be conducted in accordance with the rules of the American Arbitration Association (AAA). A single arbitrator will be selected by mutual agreement of both parties. If the parties cannot agree on an arbitrator, the AAA will



appoint one. The arbitration will take place in Anytown, California, unless both parties agree to a different location.

Timeline

Arbitration must commence within 90 days of the date the dispute arises. Failure to initiate arbitration within this timeframe constitutes a waiver of the right to arbitrate the dispute.

Exclusion of Litigation

ACME-1 and Docupal Demo, LLC agree that litigation in court is excluded as a method of dispute resolution. The only exception is for the enforcement of an arbitration decision. A court of competent jurisdiction may be used to enforce the arbitrator's ruling.

Arbitration Details

Arbitration offers a more streamlined and cost-effective alternative to traditional litigation.

Pros:

- **Efficiency:** Typically faster than court proceedings.
- **Cost-Effective:** Generally less expensive than litigation.
- **Confidentiality:** Arbitration proceedings and outcomes are usually kept private.
- **Expertise:** Arbitrators can be selected with specific knowledge of the relevant industry or subject matter.

Cons:

- **Limited Discovery:** The scope of information gathering may be more restricted compared to litigation.
- **Limited Appeal Rights:** Challenging an arbitration decision is difficult.
- **Binding Decision:** The arbitrator's ruling is final and legally binding on both parties.



Miscellaneous Provisions

Amendments

This Competition Agreement may be amended or modified only by a written instrument signed by both Docupal Demo, LLC and ACME-1. No modification or waiver of any provision shall be valid unless in writing and properly signed.

Notices

All notices and other communications under this Competition Agreement must be in writing. Notices will be considered duly given when delivered via certified mail or email to the designated contacts for each party. The addresses for notices are as follows, unless otherwise specified 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 Competition Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Competition Agreement will remain in full force and effect. The parties will negotiate in good faith to replace any invalid or unenforceable provision with a valid provision that achieves the original economic and business objectives.

Entire Agreement

This Competition Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 concerning the subject matter, superseding all prior agreements, discussions, and understandings, whether written or oral. No representations, warranties, or agreements, express or implied, not specifically set forth in this Competition Agreement, will be binding on either party.

