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Introduction and Purpose

This Innovation Challenge 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 United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal") and Acme, Inc ("ACME-1"), a business with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Innovation Challenge Overview

DocuPal is initiating an innovation challenge to foster the development of groundbreaking solutions aimed at enhancing document management workflows. This challenge is open to technology startups, individual developers, and academic research teams. The primary goal is to identify and cultivate novel approaches to streamline, optimize, and revolutionize how documents are managed.

Purpose of this Agreement

This Agreement governs the terms and conditions for participation in the innovation challenge. It outlines the submission process, evaluation criteria, intellectual property rights, confidentiality obligations, and other essential aspects of the challenge. This Agreement establishes a legally sound framework for the submission, evaluation, and potential commercialization of innovative ideas related to document management. It ensures that all participants and DocuPal understand their respective rights and responsibilities throughout the challenge.

Eligibility and Participation Requirements

This Innovation Challenge is open to all individuals, teams, and organizations, regardless of geographical location or demographic background.

Eligibility Criteria

To be eligible to participate, entrants must meet the following requirements:



- Participants must register online at www.docupal.com/innovation.
- Participants must complete the application form.
- Participants must not be employees, officers, directors, or immediate family members of DocuPal Demo, LLC or ACME-1.
- Participants must be of legal age to enter into contracts in their jurisdiction of residence.

Participation Conditions

By participating in this Innovation Challenge, participants agree to be bound by these terms and conditions, and the decisions of DocuPal Demo, LLC, which are final and binding in all respects. DocuPal Demo, LLC reserves the right to disqualify any participant who violates these rules or engages in any conduct that is deemed to be unfair, disruptive, or detrimental to the integrity of the Innovation Challenge.

Submission Guidelines and Evaluation Criteria

Submission Requirements

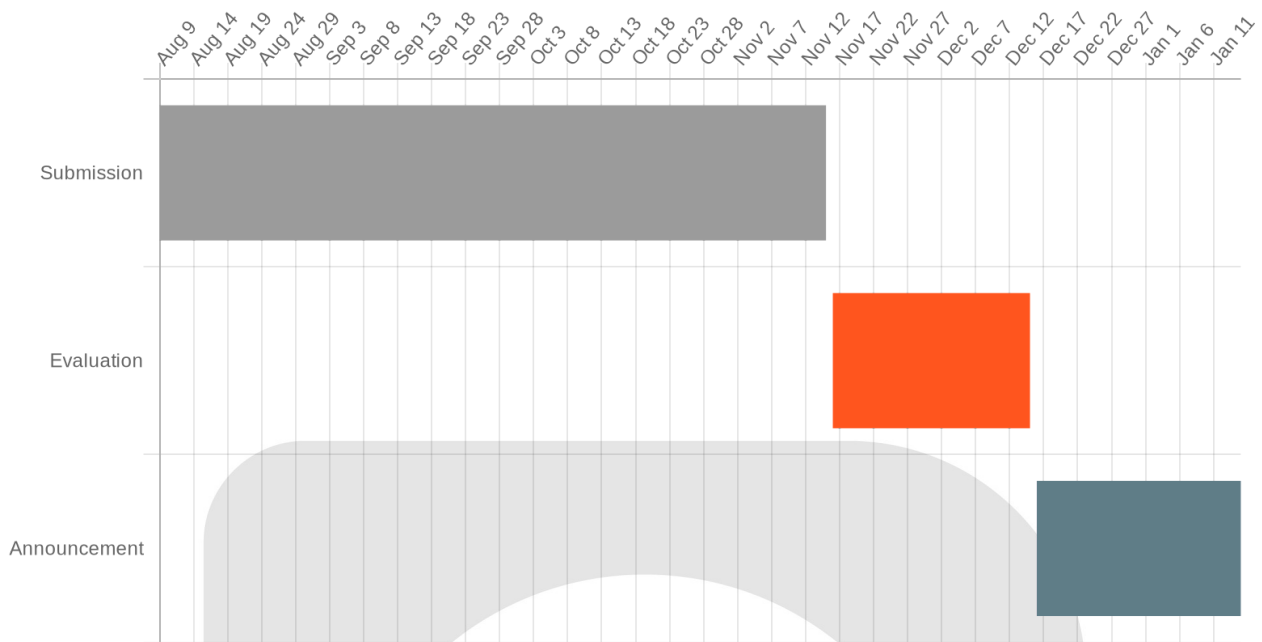
All submissions must be in PDF format. Each submission should include a detailed proposal outlining the innovative idea, its functionality, and its potential applications. If applicable, a functional prototype should also be included to demonstrate the concept. A short video demonstration, no more than five minutes in length, is required to showcase the key features and benefits of the innovation.

Important Deadlines

Participants must adhere to the following deadlines:

- **Submission Deadline:** November 15, 2024
- **Notification of Finalists:** December 15, 2024
- **Winner Announcement:** January 15, 2025





Evaluation Process

A panel of experts from DocuPal Demo, LLC and ACME-1 will evaluate all submissions. The evaluation process will focus on three key criteria: innovation, feasibility, and impact.

Evaluation Criteria

Submissions will be scored based on the following weighted criteria:

- **Innovation (40%):** The originality and creativity of the proposed idea.
- **Feasibility (30%):** The practicality and viability of implementing the idea.
- **Impact (30%):** The potential benefits and positive outcomes of the innovation.

Intellectual Property Rights

Ownership of Submissions

Participants retain full ownership of all ideas, inventions, and other intellectual property contained in their submissions. Participating in this Innovation Challenge does not transfer ownership of your intellectual property to DocuPal Demo, LLC.

Unless a separate agreement is in place, participants maintain all rights to their submissions.

License Granted to DocuPal Demo, LLC

By submitting an entry, each participant grants DocuPal Demo, LLC a non-exclusive, royalty-free license. This license allows DocuPal Demo, LLC to evaluate, test, and analyze the submission for purposes directly related to this Innovation Challenge. This includes, but is not limited to, internal review by our evaluation panel and using the submission for judging and demonstration during the challenge. The license granted is limited to the duration and scope of this Innovation Challenge.

Confidentiality

DocuPal Demo, LLC is committed to protecting the confidentiality of proprietary information contained within each submission. Access to submissions will be restricted to the evaluation panel, relevant DocuPal Demo, LLC personnel, and any third-party experts involved in the judging process. All involved parties will be bound by confidentiality agreements to protect participant data.

Disqualification

If a submission is disqualified for any reason, all rights granted to DocuPal Demo, LLC under the license will immediately terminate. All intellectual property rights revert fully to the participant. DocuPal Demo, LLC will cease using the disqualified submission.

Confidentiality and Non-Disclosure

DocuPal Demo, LLC and all participants in this Innovation Challenge (the "Parties") acknowledge that during the Challenge, each Party may have access to Confidential Information belonging to the other Party. Confidential Information includes, but is not limited to, technical data, algorithms, specifications, business plans, and other proprietary information that is clearly marked as "Confidential" by the disclosing Party.



Obligations

Each Party agrees to protect the other Party's Confidential Information with the same degree of care it uses to protect its own confidential information, but no less than a reasonable degree of care. The Parties shall use the Confidential Information solely for the purpose of participating in or administering this Innovation Challenge. Confidential Information will only be disclosed to employees, consultants, or advisors who have a need to know and who are bound by similar confidentiality obligations.

Exclusions

The obligations of confidentiality shall not apply to information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was already known to the receiving Party prior to its disclosure by the disclosing Party; (c) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; or (d) is required to be disclosed by law or legal process, provided that the receiving Party gives the disclosing Party prompt notice of such requirement (to the extent legally permitted) to allow the disclosing Party to seek a protective order or other appropriate remedy.

Term

The confidentiality obligations under this Agreement shall continue for a period of three (3) years from the date of submission of the participant's entry to the Innovation Challenge.

Remedies

The Parties agree that any breach of the confidentiality obligations may cause irreparable harm to the disclosing Party. In the event of a breach or threatened breach, the disclosing Party shall be entitled to seek injunctive relief, as well as any other legal or equitable remedies available under applicable law, including monetary damages.



Prizes and Rewards

DocuPal Demo, LLC will award the following prizes to the top three (3) Participants based on the judging criteria outlined in this Agreement:

- First Prize: \$10,000
- Second Prize: \$5,000
- Third Prize: \$2,500

Winner Notification and Prize Delivery

Winners will be notified by email and announced on DocuPal Demo, LLC's website on January 15, 2025. Prize delivery will occur within thirty (30) days of the announcement date.

Prize Usage and Restrictions

Prizes must be used to further the development of the winning Participant's innovation.

Taxes and Fees

Winners are solely responsible for all applicable taxes and fees associated with the receipt and use of any prize awarded under this Innovation Challenge. DocuPal Demo, LLC will report prizes to the appropriate taxing authorities as required by law.

Timeline and Milestones

This Innovation Challenge follows a structured timeline. Key dates include the opening of registration, the submission deadline, finalist notification, and the winner announcement. Participants should carefully note these dates to ensure timely participation.

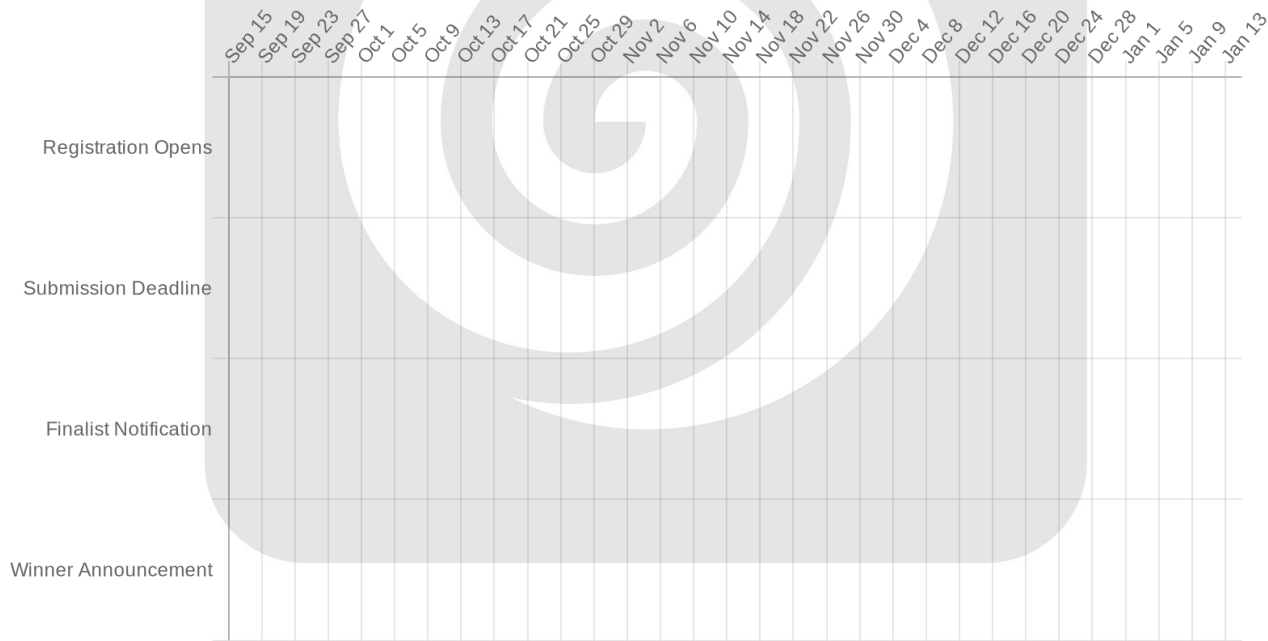


Key Dates

Milestone	Date
Registration Opens	September 15, 2024
Submission Deadline	November 15, 2024
Finalist Notification	December 15, 2024
Winner Announcement	January 15, 2025

Challenge Schedule

The challenge kicks off with the opening of registration on September 15, 2024. Participants have until November 15, 2024, to submit their innovative solutions. Following the submission deadline, an evaluation process lasting approximately one month will take place. Finalists will be notified on December 15, 2024. The winner(s) will be publicly announced on January 15, 2025, via the DocuPal website and a press release.



Responsibilities and Liabilities

Participant Responsibilities

Participants are responsible for providing accurate and complete information during registration and throughout the Innovation Challenge. Participants must adhere to all submission guidelines and deadlines as outlined by DocuPal Demo, LLC. Participants are expected to be reasonably available to answer follow-up questions from the DocuPal Demo, LLC team or judges during the evaluation period.

DocuPal Demo, LLC Responsibilities

DocuPal Demo, LLC is responsible for administering the Innovation Challenge according to the rules and guidelines provided. DocuPal Demo, LLC will ensure a fair and impartial evaluation process based on the defined criteria. DocuPal Demo, LLC will provide timely communication to all participants regarding challenge updates, deadlines, and results.

Limitation of Liability

To the maximum extent permitted by law, DocuPal Demo, LLC disclaims any liability for any loss, damage, or injury arising from a participant's involvement in the Innovation Challenge. This includes, but is not limited to, direct, indirect, incidental, or consequential damages. Participants acknowledge that participation is voluntary and at their own risk.

Dispute Resolution

Any disputes or claims arising from participation in the Innovation Challenge will be resolved through good-faith negotiations between the participant and DocuPal Demo, LLC. If a resolution cannot be reached through negotiation, both parties agree to pursue other methods of dispute resolution as agreed upon.



Dispute Resolution and Governing Law

Dispute Resolution

DocuPal Demo, LLC and ACME-1 will first attempt to resolve any disputes arising from this Innovation Challenge Agreement through good-faith negotiation. If these negotiations prove unsuccessful, both parties agree to submit the dispute to binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both DocuPal Demo, LLC and ACME-1.

Governing Law and Legal Notices

This Innovation Challenge Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Any legal notices required under this Agreement must be delivered via certified mail to the respective addresses listed in this Agreement:

- For DocuPal Demo, LLC: 23 Main St, Anytown, CA 90210, United States
- For ACME-1: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

Miscellaneous Provisions

Amendments

Docupal Demo, LLC may change this agreement. We will provide written notice of any changes to all participants. Changes become effective upon notification. Continued participation means you accept the new terms.

Severability

If any part of this agreement is found to be invalid or unenforceable, the remaining provisions still apply. We will interpret the remaining terms to achieve the original intent. The invalid provision will be replaced with one that is valid and enforceable, reflecting the original intention as closely as possible.



Assignment

Participants cannot assign their rights or obligations under this agreement. Any assignment without our prior written consent is void. Docupal Demo, LLC may assign this agreement.

Entire Agreement

This agreement constitutes the entire agreement between Docupal Demo, LLC and the participants. It supersedes all prior or contemporaneous communications and proposals, whether oral or written, relating to its subject matter. No other agreements, promises, or representations, unless contained in this document, are binding on the parties.

