

# Table of Contents

<b>Introduction and Definitions</b>	<b>3</b>
Introduction	3
Definitions	3
<b>Funding Terms and Conditions</b>	<b>3</b>
Contribution Limits	4
Fund Transfers	4
Funding Milestones	4
<b>Obligations and Responsibilities of Parties</b>	<b>4</b>
Project Creator Obligations	4
Investor Responsibilities	5
<b>Investment Returns and Rewards</b>	<b>5</b>
Early Bird Perks	5
<b>Risk Disclosure and Investor Acknowledgement</b>	<b>5</b>
Investor Acknowledgement	6
<b>Intellectual Property Rights</b>	<b>6</b>
Ownership	6
Investor Rights	6
Scope	6
<b>Confidentiality</b>	<b>7</b>
Permitted Use	7
Protection of Confidential Information	7
<b>Dispute Resolution</b>	<b>7</b>
Mediation	7
Arbitration	7
<b>Term, Termination, and Exit Conditions</b>	<b>8</b>
Term	8
Termination	8
Exit Conditions	8
<b>Miscellaneous Provisions</b>	<b>9</b>
Amendments	9
Assignment	9
Notices	9
Severability	9



# Introduction and Definitions

## Introduction

This Crowdfunding Agreement (the "Agreement") outlines the terms and conditions governing the crowdfunding campaign (the "Campaign") undertaken by Acme, Inc. ("Project Creator" or "ACME-1") for its "Project Phoenix." This Agreement details the relationship, rights, and obligations between ACME-1 and individuals or entities who contribute funds ("Investors") to the Campaign. DocuPal Demo, LLC ("DocuPal") has prepared this agreement to clearly define those relationships.

## Definitions

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

- **Agreement:** Refers to this Crowdfunding Agreement, including any exhibits or amendments.
- **Campaign:** Refers to the "Project Phoenix" crowdfunding campaign initiated by the Project Creator.
- **DocuPal:** Means Docupal Demo, LLC, a company organized under the laws of United States, with its address at 23 Main St, Anytown, CA 90210.
- **Investor:** Means any individual or entity that contributes funds to the Campaign.
- **Project Creator:** Means Acme, Inc (ACME-1), a business organized under the laws of United States, with its address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, undertaking the Campaign.

## Funding Terms and Conditions

ACME-1's Project Phoenix campaign will utilize donation-based contributions. No equity or loan options are permitted.



## Contribution Limits

The funding target for Project Phoenix is set with a minimum threshold and a maximum cap. The minimum funding amount required for the project to proceed is \$50,000 USD. The maximum funding amount that ACME-1 will accept for this campaign is \$250,000 USD. ACME-1 reserves the right to end fund raising if maximum limits have been reached.

## Fund Transfers

All contributions must be processed through secure online payment methods as designated by Docupal Demo, LLC. Contributors are required to transfer their pledged funds within seven (7) calendar days of making a pledge. Failure to transfer funds within this timeframe may result in cancellation of the pledge. Docupal Demo, LLC will handle all payment processing and will transfer funds to ACME-1 according to the milestones.

## Funding Milestones

ACME-1 will use the funds to achieve milestones.

# Obligations and Responsibilities of Parties

## Project Creator Obligations

Acme, Inc. is responsible for the successful execution of the "Project Phoenix" crowdfunding campaign. ACME-1 will provide monthly progress updates to investors regarding the development and marketing efforts. All funds raised through this campaign must be used exclusively for the development and marketing of Project Phoenix. Acme, Inc. will adhere to all applicable laws and regulations related to crowdfunding and securities offerings. Acme, Inc. must also disclose any material information that may affect the investment decision of potential investors.



## Investor Responsibilities

Investors are responsible for conducting their own due diligence before contributing to Project Phoenix. Each investor is responsible for ensuring that their contributions are legally permissible under their jurisdiction. Investors must acknowledge and accept the inherent risks associated with investing in a crowdfunding campaign, including the potential loss of their entire investment. Investors are expected to review all provided materials, including offering documents and project updates, to make informed decisions. It is each investor's responsibility to understand the terms and conditions of this agreement. Investors are responsible for providing accurate and up-to-date information during the contribution process.

## Investment Returns and Rewards

ACME-1's Project Phoenix offers specific rewards to investors based on their contribution. These rewards are designed to incentivize early participation and show appreciation for your support.

### Early Bird Perks

The first 100 investors will receive exclusive Project Phoenix merchandise. This merchandise is a limited-edition item created specifically for this crowdfunding campaign. The estimated delivery timeline for these perks is within 90 days of the campaign's successful completion. ACME-1 reserves the right to substitute the merchandise with an item of equal or greater value if unforeseen circumstances arise. Full details on the merchandise will be provided to qualifying investors upon campaign closure.

## Risk Disclosure and Investor Acknowledgement

Investing in crowdfunding ventures involves significant risks. Investors could lose their entire investment. ACME-1's "Project Phoenix" campaign is subject to market volatility. Unforeseen events may negatively impact the market.



Project development might face delays. These delays could affect the project's timeline and returns. Competition from other businesses poses a threat. New products or services could reduce Project Phoenix's market share.

## Investor Acknowledgement

Investors must carefully consider these risks before contributing. By investing, each investor acknowledges understanding of these risks. Acknowledgment is confirmed by checking a designated box during the contribution process. This confirms that the investor has read, understood, and accepted the potential risks associated with investing in Project Phoenix.

# Intellectual Property Rights

## Ownership

Acme, Inc. (ACME-1) retains full and exclusive ownership of all intellectual property rights related to "Project Phoenix." This includes, but is not limited to, all inventions, designs, trademarks, copyrights, and any other form of intellectual property created, conceived, or reduced to practice during or after the crowdfunding campaign. Docupal Demo, LLC makes no claim to the intellectual property.

## Investor Rights

Investors participating in the "Project Phoenix" crowdfunding campaign will not acquire any intellectual property rights. Their contributions do not grant them any ownership, license, or other rights to the intellectual property associated with the project. The generated intellectual property remains the sole and exclusive property of ACME-1.

## Scope

This section governs all intellectual property developed or used in connection with the crowdfunding campaign and the "Project Phoenix" project itself. This includes intellectual property created before, during, and after the term of this agreement.



# Confidentiality

This section describes how ACME-1 and Docupal Demo, LLC will handle confidential information. Both parties acknowledge that they may receive private information about the other party's business. This includes, but isn't limited to, Project Phoenix designs, marketing strategies, and investor data.

## Permitted Use

Both parties agree to use confidential information only for internal review related to this Crowdfunding Agreement.

## Protection of Confidential Information

Both ACME-1 and Docupal Demo, LLC will take reasonable steps to protect this confidential information. This includes keeping it secure and preventing unauthorized disclosure to third parties. The obligations under this section will continue even after this Crowdfunding Agreement ends.

# Dispute Resolution

ACME-1 and Docupal Demo, LLC will try to resolve any disputes arising from this agreement through good faith negotiations. If negotiations fail, the parties agree to use mediation.

## Mediation

Both parties will select a mutually acceptable mediator. They will share the costs of the mediator equally. The mediation will occur in Anytown, CA, unless both parties agree to a different location.

## Arbitration

If mediation does not resolve the dispute, the parties agree to binding arbitration. The arbitration will be conducted under the rules of the American Arbitration Association. A single arbitrator will be selected by mutual agreement. The





arbitrator's decision will be final and binding. It can be entered as a judgment in any court with proper jurisdiction. The arbitration will take place in Anytown, CA, unless otherwise agreed.

## Term, Termination, and Exit Conditions

### Term

This Crowdfunding Agreement will commence on August 9, 2025, and will continue until Project Phoenix is successfully launched or until this agreement is otherwise terminated as provided herein.

### Termination

This Agreement may be terminated under the following conditions:

- **Breach of Contract:** Either party may terminate this Agreement if the other party materially breaches any of its obligations, and such breach remains uncured for thirty (30) days after written notice is provided to the breaching party.
- **Project Failure:** Docupal Demo, LLC may terminate this Agreement if it determines, in its reasonable judgment, that Project Phoenix is unlikely to achieve its funding goals or is otherwise not commercially viable.

### Exit Conditions

Upon termination of this Agreement, the following conditions shall apply:

- **Return of Funds:** In the event of termination, funds will be returned to investors proportionally, less any documented expenses incurred by Docupal Demo, LLC in connection with Project Phoenix. The expenses will be properly accounted.
- **Proportional Distribution:** The distribution will be calculated based on each investor's contribution relative to the total funds received at the time of termination.
- **Expense Deduction:** Before the return of funds, Docupal Demo, LLC is entitled to deduct the costs.
- **Final Accounting:** A final accounting of all funds received and expenses incurred will be provided to investors within sixty (60) days of termination.



- **No Further Obligations:** Upon the return of funds, neither party shall have any further obligations to the other under this Agreement, except for any obligations that expressly survive termination, such as those related to confidentiality or intellectual property.

## Miscellaneous Provisions

### Amendments

This Agreement may be amended only by a written instrument signed by both Docupal Demo, LLC and ACME-1.

### Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

### Notices

All notices related to this Agreement must be delivered in writing to the addresses listed at the beginning of this document. Notices can be sent by mail or email, and are effective upon receipt.

### Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.

