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Introduction and Recitals

Introduction

This Stock Purchase Agreement (the "Agreement") is made as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal address at 23 Main St, Anytown, CA 90210 ("Seller"), and Acme, Inc, a business organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon – 97070 ("Buyer").

Recitals

Background

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain shares of stock of DocuPal Demo, LLC, subject to the terms and conditions set forth in this Agreement.

Purpose

This Agreement sets forth the terms, conditions, representations, and warranties under which Buyer will purchase from Seller, and Seller will sell to Buyer, the shares. This includes the purchase price, closing date, and other material terms of the transaction.

Definitions and Interpretation

Definitions

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

• **Shares** means the shares of DocuPal Demo, LLC, being sold by the Seller to ACME-1 under this Agreement.

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Frederick, Country



- Purchase Price means the total consideration to be paid by ACME-1 to the Seller for the Shares, as detailed in Article [X] (Purchase Price) of this Agreement.
- Closing Date means the date on which the purchase and sale of the Shares is completed, as specified in Article [X] (Closing) of this Agreement.
- Material Adverse Effect means any event, change, or effect that is materially adverse to the business, assets, condition (financial or otherwise), or results of operations of DocuPal Demo, LLC. This includes, but is not limited to, material litigation, regulatory action, or financial loss.

Interpretation

In this Agreement, unless the context requires otherwise:

- References to Articles, Sections, Exhibits, and Schedules are to be those of this Agreement.
- The words "include," "includes," and "including" are deemed to be followed by the words "without limitation."
- The singular includes the plural and vice versa.
- References to a person include any individual, corporation, partnership, limited liability company, association, trust, unincorporated organization, or other entity.
- The headings in this Agreement are for convenience only and do not affect its interpretation.
- All references to currency are to United States Dollars (USD), unless otherwise stated.

Purchase and Sale of Stock

Sale of Shares

DocuPal Demo, LLC ("Seller") agrees to sell, and ACME-1 ("Buyer") agrees to purchase, one million (1,000,000) shares of Common Stock of DocuPal Demo, LLC (the "Shares"). This sale is subject to the terms and conditions outlined in this Stock Purchase Agreement.







Purchase Price

The total purchase price for the Shares is one million United States dollars (\$1,000,000). The Buyer will pay the Purchase Price to the Seller in cash.

Payment

The Buyer will deliver the Purchase Price to the Seller in full at the Closing. Payment will be made via wire transfer to an account designated by the Seller.

Closing

The closing of the purchase and sale of the Shares (the "Closing") will take place on July 26, 2024, at the offices of DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210. The Closing may occur at another time or place if mutually agreed upon in writing by both the Buyer and the Seller.

Deliveries at Closing

At the Closing, the Seller will deliver to the Buyer a stock certificate or other evidence of ownership representing the Shares, duly endorsed for transfer, free and clear of all liens, encumbrances, and restrictions. The Seller will also deliver any other documents reasonably requested by the Buyer to effect the transfer of the Shares.

At the Closing, the Buyer will deliver to the Seller the Purchase Price of \$1,000,000 in cash via wire transfer, as specified above.

Representations and Warranties of the Seller

Docupal Demo, LLC ("Seller") represents and warrants to Acme, Inc. ("Buyer") as of the date of this Agreement and as of the Closing Date, as follows:





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Organization and Authority

The Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the United States. The Seller has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of the Seller. This Agreement constitutes a valid and binding obligation of the Seller, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

Title to Shares

The Seller is the lawful owner of all of the shares of Docupal Demo, LLC (the "Shares"), free and clear of all liens, claims, charges, encumbrances, options, rights of first refusal, or other restrictions of any kind whatsoever. Upon the Closing, the Buyer will acquire good and valid title to the Shares, free and clear of all liens, claims, charges, encumbrances, options, rights of first refusal, or other restrictions of any kind whatsoever.

Valid Issuance

The Shares have been duly authorized and validly issued and are fully paid and non-assessable. The Shares were not issued in violation of any preemptive rights, rights of first refusal, or other similar rights.

Financial Statements

The financial statements of the Seller, consisting of the balance sheet as of December 31, 2024, and the related statements of income, retained earnings, and cash flows for the year then ended, are complete and correct in all material respects and have been prepared in accordance with generally accepted accounting principles (GAAP) applied on a consistent basis throughout the period involved. These financial statements fairly present the financial condition and operating results of the Seller as of the dates and for the periods indicated therein.







Absence of Undisclosed Liabilities

Except as disclosed in Schedule 10, the Seller has no liabilities or obligations of any nature, whether accrued, absolute, contingent, or otherwise, that are not fully reflected or reserved against in the financial statements described above.

Conduct of Business

From December 31, 2024, until the date of this Agreement, the Seller has conducted its business in the ordinary course and consistent with past practice. Without limiting the generality of the foregoing, the Seller has not:

- Declared or paid any dividends or made any other distributions with respect to its equity interests.
- Sold, leased, transferred, or otherwise disposed of any of its assets, except in the ordinary course of business.
- Incurred any indebtedness for borrowed money or guaranteed any such indebtedness.
- Entered into any material contract or agreement other than in the ordinary course of business.

Litigation

There are no pending or, to the Seller's knowledge, threatened actions, suits, proceedings, or investigations of any kind against the Seller or relating to its business, assets, or properties.

Compliance with Laws

The Seller has complied with all applicable laws, rules, and regulations in all material respects. The Seller has obtained all permits, licenses, and authorizations necessary for the operation of its business.

Taxes

The Seller has filed all tax returns required to be filed and has paid all taxes due and owing. All such returns are true, correct, and complete in all material respects.



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Material Contracts

All material contracts to which the Seller is a party are valid and in full force and effect. The Seller is not in default under any such contract, and no event has occurred that would constitute a default thereunder.

Intellectual Property

The Seller owns or has the right to use all intellectual property necessary for the operation of its business. The Seller's use of such intellectual property does not infringe on the rights of any third party.

Employees

The Seller does not have any employees.

Environmental Matters

The Seller has complied with all applicable environmental laws, rules, and regulations in all material respects.

Disclosure

No representation or warranty by the Seller in this Agreement and no statement contained in any exhibit or schedule to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

Representations and Warranties of the **Buyer**

ACME-1 represents and warrants to Docupal Demo, LLC as of the date of this Agreement and as of the Closing Date:







Organization and Authority

ACME-1 is a corporation duly organized, validly existing, and in good standing under the laws of the State of Oregon. ACME-1 has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on the part of ACME-1. This Agreement constitutes the legal, valid, and binding obligation of ACME-1, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally and to general principles of equity.

Funds Availability

ACME-1 has available to it sufficient funds to pay the Purchase Price. ACME-1's ability to consummate the transactions contemplated by this Agreement is in no way dependent on its ability to obtain financing.

Due Diligence and Reliance

ACME-1 acknowledges that it has conducted its own independent investigation and analysis of Docupal Demo, LLC and its business, assets, liabilities, and prospects. ACME-1 has had the opportunity to ask questions of and receive answers from Docupal Demo, LLC regarding its business and financial condition. ACME-1, in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, has relied solely upon its own investigation and analysis and the representations and warranties of Docupal Demo, LLC expressly set forth in this Agreement, and not on any other information, statements, or representations, whether written or oral, made by or on behalf of Docupal Demo, LLC. ACME-1 is not relying on any promise, representation, warranty, or inducement not expressly set forth in this Agreement.







Covenants and Agreements

Actions Prior to Closing

ACME-1 and Docupal Demo, LLC will cooperate and use their reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper, or advisable to consummate the transactions contemplated by this Agreement. This includes obtaining all necessary consents, waivers, approvals, orders, and authorizations from governmental authorities and other third parties. Both parties will execute and deliver such documents and other papers as may be reasonably required to carry out the provisions of this Agreement.

Conduct of Business

From the date of this Agreement until the Closing Date, Docupal Demo, LLC shall conduct its business in the ordinary course. Docupal Demo, LLC will use commercially reasonable efforts to maintain and preserve its business organization, assets, properties, and franchise. It will also use commercially reasonable efforts to preserve the goodwill and relationships with its customers, suppliers, employees, and other persons with whom it has business dealings.

Without prior written consent of ACME-1, Docupal Demo, LLC will not:

- Amend its articles of incorporation or other organizational documents.
- Issue, sell, or grant any options or rights to purchase any of its capital stock.
- Declare, set aside, or pay any dividend or other distribution with respect to its capital stock.
- Merge or consolidate with any other entity.
- Sell, lease, or otherwise dispose of any of its material assets.
- Incur any material indebtedness.

Regulatory Approvals

Each party shall promptly make all necessary filings and applications to obtain required governmental or regulatory approvals for the consummation of the transactions contemplated by this Agreement. The parties shall cooperate with each other in connection with the preparation and filing of such filings and applications.







Confidentiality

ACME-1 and Docupal Demo, LLC agree to keep confidential all information relating to the other party and the transactions contemplated by this Agreement. This includes, but is not limited to, financial information, customer information, and business plans. This obligation of confidentiality will continue after the Closing Date.

Non-Competition and Non-Solicitation

As detailed in Exhibit A, Docupal Demo, LLC agrees to certain non-competition and non-solicitation restrictions to protect the value of the business being acquired by ACME-1. These restrictions are designed to prevent Docupal Demo, LLC from competing with ACME-1 or soliciting its employees or customers for a specified period following the Closing Date. The specific terms and scope of these restrictions are set forth in Exhibit A.

Further Assurances

Following the Closing Date, each of the parties shall execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purpose of this Agreement.

Post-Closing Obligations

Following the Closing Date, Docupal Demo, LLC will provide reasonable assistance to ACME-1 in the transition of the business. This includes providing access to records, introducing ACME-1 to key customers and suppliers, and providing training to ACME-1's employees.

Conditions to Closing

Conditions Precedent to Obligations of ACME-1

ACME-1's obligation to purchase the Shares at the Closing is subject to the satisfaction, at or before the Closing, of the following conditions, unless waived in writing by ACME-1:

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- Accuracy of Representations and Warranties: The representations and warranties made by Docupal Demo, LLC in this Agreement must be true and correct in all material respects as of the Closing Date as though made at that time (except to the extent such representations and warranties speak as of a specific date, in which case such representations and warranties must be true and correct in all material respects as of such specific date).
- Performance of Covenants: Docupal Demo, LLC must have performed and complied with all covenants and agreements required by this Agreement to be performed or complied with by it at or before the Closing.
- No Material Adverse Change: There must not have occurred any Material Adverse Change with respect to Docupal Demo, LLC between the date of this Agreement and the Closing Date.
- Consents and Approvals: All necessary consents, waivers, approvals, and authorizations of any Governmental Entity or other Person required to permit the consummation of the transactions contemplated hereby shall have been obtained and shall be in full force and effect. ACME-1 is responsible for obtaining these consents and approvals.
- Closing Deliveries: Docupal Demo, LLC must have delivered to ACME-1 all of the documents and instruments required to be delivered by it at or before the Closing pursuant to this Agreement.

Conditions Precedent to Obligations of Docupal Demo, LLC

Docupal Demo, LLC's obligation to sell the Shares at the Closing is subject to the satisfaction, at or before the Closing, of the following conditions, unless waived in writing by Docupal Demo, LLC:

- Accuracy of Representations and Warranties: The representations and warranties made by ACME-1 in this Agreement must be true and correct in all material respects as of the Closing Date as though made at that time (except to the extent such representations and warranties speak as of a specific date, in which case such representations and warranties must be true and correct in all material respects as of such specific date).
- **Performance of Covenants:** ACME-1 must have performed and complied with all covenants and agreements required by this Agreement to be performed or complied with by it at or before the Closing.









• Closing Deliveries: ACME-1 must have delivered to Docupal Demo, LLC all of the documents and instruments required to be delivered by it at or before the Closing pursuant to this Agreement, including the Purchase Price.

Indemnification

Indemnification by Seller

Docupal Demo, LLC, the Seller, will indemnify, defend, and hold harmless ACME-1, the Buyer, and its affiliates, directors, officers, employees, and agents (collectively, the "Buyer Indemnified Parties") from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, costs and the costs of enforcing any right to indemnification under this Agreement (collectively, "Losses"), actually suffered or incurred by the Buyer Indemnified Parties. This indemnification applies to Losses arising out of or resulting from:

- Any breach of any representation or warranty made by the Seller in this Agreement.
- Any breach of any covenant or agreement made by the Seller in this Agreement.
- Any liabilities of Docupal Demo, LLC not expressly assumed by Buyer as outlined in Article VIII.
- Any and all taxes, however, whenever or wherever assessed, imposed or due with respect to the business operated by Seller.

Indemnification by Buyer

ACME-1, the Buyer, shall indemnify, defend, and hold harmless Docupal Demo, LLC, the Seller, and its affiliates, directors, officers, employees, and agents (collectively, the "Seller Indemnified Parties") from and against any and all Losses actually suffered or incurred by the Seller Indemnified Parties arising out of or resulting from:

- Any breach of any representation or warranty made by the Buyer in this Agreement.
- Any breach of any covenant or agreement made by the Buyer in this Agreement.







• The operation of Docupal Demo, LLC's business by Buyer after the closing date.

Indemnification Procedure

A party seeking indemnification (the "Indemnified Party") must provide prompt written notice to the indemnifying party (the "Indemnifying Party") of any claim or potential claim for which indemnification may be sought. The notice must contain a description of the claim and the nature and amount of the Loss, to the extent reasonably determinable. The Indemnifying Party will have the right to assume and control the defense of any such claim, at its expense, with counsel reasonably satisfactory to the Indemnified Party.

The Indemnified Party shall cooperate with the Indemnifying Party in the defense of any claim. The Indemnified Party has the right to participate in the defense of any claim with counsel of its choice at its own expense. If the Indemnifying Party fails to assume the defense of any claim within a reasonable time after receipt of notice, the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party.

Limitations on Indemnification

The aggregate liability of the Seller for indemnification under this Agreement shall not exceed the Purchase Price. The Seller shall not be liable for any Losses to the extent that such Losses are:

- Attributable to a change in law after the Closing Date.
- Voluntarily incurred by the Buyer Indemnified Parties without the Seller's written consent, which shall not be unreasonably withheld.

Survival

The representations and warranties of the Seller and the Buyer contained in this Agreement shall survive the Closing Date for a period of 12 months, except for:

- Representations and warranties relating to title, which shall survive indefinitely.
- Representations and warranties relating to tax matters, which shall survive until 60 days after the expiration of the applicable statute of limitations.





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Closing Mechanics

Closing Date and Location

The closing of the transactions contemplated by this Agreement (the "Closing") will take place on August 16, 2025, at the offices of ACME-1, or at such other time and place as ACME-1 and DocuPal Demo, LLC may mutually agree upon in writing (the "Closing Date").

Deliveries by DocuPal Demo, LLC

At the Closing, DocuPal Demo, LLC will deliver or cause to be delivered to ACME-1:

- 1. The stock certificates representing the Shares, duly endorsed for transfer to ACME-1 or accompanied by stock powers duly executed in blank.
- 2. The fully executed Stock Purchase Agreement.
- 3. Such other documents or instruments as may be reasonably required to effectuate the transactions contemplated by this Agreement.

Deliveries by ACME-1

At the Closing, ACME-1 will deliver or cause to be delivered to DocuPal Demo, LLC:

- 1. The Purchase Price, payable by wire transfer to the account designated in writing by DocuPal Demo, LLC.
- 2. The fully executed Stock Purchase Agreement.
- 3. Such other documents or instruments as may be reasonably required to effectuate the transactions contemplated by this Agreement.

Payment of Purchase Price

The purchase price will be paid by ACME-1 to DocuPal Demo, LLC via wire transfer of immediately available funds to the account specified by DocuPal Demo, LLC. This transfer will occur simultaneously with the delivery of the stock certificates.

Closing Actions

The following actions will occur concurrently at the Closing:







- 1. DocuPal Demo, LLC will deliver the stock certificates to ACME-1.
- ACME-1 will deliver the Purchase Price to DocuPal Demo, LLC.
- 3. Both parties will exchange executed copies of this Agreement and any other required documents.

Termination

Grounds for Termination

This Stock Purchase Agreement may be terminated under the following circumstances:

- By ACME-1: If Docupal Demo, LLC breaches any material representation, warranty, or covenant contained in this Agreement, and such breach is not cured within thirty (30) days after written notice thereof is given to Docupal Demo, LLC.
- By Docupal Demo, LLC: If ACME-1 breaches any material representation, warranty, or covenant contained in this Agreement, and such breach is not cured within thirty (30) days after written notice thereof is given to ACME-1.
- By Either Party: If the Closing does not occur on or before the Closing Date as specified in this Agreement, unless the failure to close is due to the terminating party's breach.
- Mutual Agreement: By mutual written consent of ACME-1 and Docupal Demo, LLC.

Effect of Termination

Upon valid termination of this Agreement pursuant to the terms outlined above:

- This Agreement shall become void and have no further force or effect, except for the provisions regarding confidentiality, governing law, dispute resolution, and any other provisions that are expressly stated to survive termination.
- All deposits or payments made by ACME-1 to Docupal Demo, LLC in connection with this Agreement shall be returned to ACME-1 within five (5) business days of the termination date. Neither party shall have any further liability or obligation to the other arising from this Agreement, except for liabilities or obligations arising from any breach of this Agreement that occurred prior to termination or that expressly survive termination.
- Termination will not waive any remedies available for any prior breach.





Dispute Resolution

Any dispute arising from or relating to this Agreement will be resolved through binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association (AAA).

Arbitration Process

The arbitration proceedings will be conducted by a single arbitrator. The parties will mutually agree upon the arbitrator. If the parties cannot agree on an arbitrator, the AAA will appoint one. The arbitration will take place in a location agreed upon by both parties. If no location is agreed upon, the arbitration will occur in Delaware. The arbitrator will have the authority to award any remedies available under applicable law. This includes, without limitation, specific performance.

Governing Law

The laws of the State of Delaware will govern the arbitration proceedings and the interpretation of this Agreement.

Arbitration Award

The arbitrator's award will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Costs

Each party will bear its own costs and attorneys' fees incurred in connection with any arbitration proceeding. The parties will share equally the fees and expenses of the arbitrator.







Miscellaneous Provisions

Governing Law

This Stock Purchase Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its conflicts of laws principles.

Notices

All notices and other communications under this Agreement must be in writing. Notices are considered duly given when delivered (a) by certified mail, return receipt requested, or (b) by email. Notices sent by certified mail are effective upon receipt. Notices sent by email are effective upon transmission, provided that a confirmation of receipt is obtained or, if no confirmation is received, on the next business day. All notices shall be directed to the parties at their addresses set forth in the introductory paragraph of this Agreement, or to such other address as a party may designate by notice to the other party.

Assignment

Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party, except that ACME-1 may assign its rights and obligations to a direct or indirect subsidiary or affiliate without the consent of Docupal Demo, LLC. No assignment shall relieve the assigning party of any of its obligations under this Agreement. Any attempted assignment in violation of this provision shall be void.

Entire Agreement

This Agreement, including the Exhibits and Schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior and contemporaneous agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. There are no other promises, representations, warranties, undertakings or agreements of any kind, between the parties regarding the stock purchase except as expressly stated herein.







Amendments

This Agreement may be amended, modified, or supplemented only by a written instrument signed by both parties. No modification or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom the modification or waiver is to be enforced.

Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement transmitted electronically or by facsimile shall have the same effect as an original signed copy.

Severability

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

Further Assurances

Each party agrees to execute and deliver such further instruments and to do such further acts and things as may be reasonably necessary or proper to carry out the intent and purpose of this Agreement.

Expenses

Except as otherwise expressly provided in this Agreement, each party shall bear its own expenses incurred in connection with the negotiation, preparation, execution, and performance of this Agreement, including, without limitation, all fees and expenses of attorneys, accountants, and other advisors.

Schedules and Exhibits

This Stock Purchase Agreement includes the following schedules and exhibits, which are incorporated by reference and made a part of this Agreement.







Exhibits

• Exhibit A: Form of Non-Compete and Confidentiality Agreement.

Schedules

• Schedule 10: Disclosed Liabilities of DocuPal Demo, LLC.

These schedules and exhibits provide additional details and information related to the terms and conditions outlined in this Stock Purchase Agreement. They clarify specific aspects of the agreement. This ensures a comprehensive understanding between ACME-1 and DocuPal Demo, LLC.

Schedules may contain detailed lists, financial statements, or other relevant documents that support the agreement's provisions. Exhibits are stand-alone documents that are essential components of the agreement, such as the Non-Compete and Confidentiality Agreement.



