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Introduction and Recitals

Introduction

This Asset Purchase 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 ("Seller"), and Acme, Inc, a company organized and existing under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Buyer").

Recitals

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain assets of Seller's Widget Division, as more fully described herein; and

WHEREAS, the parties intend this Agreement to set forth the terms and conditions of the sale and purchase of the Assets (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Definitions and Interpretation

Definitions

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

- **Assets** means all of Docupal Demo, LLC's right, title, and interest in and to the assets of the Widget Division, including, without limitation, all equipment, inventory, accounts receivable, intellectual property, and contracts, as listed in Schedule A.



- **Liabilities** means only those specific liabilities of Docupal Demo, LLC related to the Widget Division expressly assumed by ACME-1 as set forth in **Schedule B**. Liabilities exclude all debts, obligations, and responsibilities not specifically assumed.
- **Closing** means the consummation of the purchase and sale of the Assets contemplated by this Agreement, which shall occur at the time and place specified in **Section 3**.
- **Material Adverse Effect** means any event, change, or effect that is materially adverse to the business, financial condition, or results of operations of the Widget Division. This excludes changes in general economic conditions or industry trends.

Interpretation

In this Agreement, unless the context otherwise requires:

- Words importing the singular include the plural and vice versa.
- References to Sections, Schedules, and Exhibits are to be construed as references to the sections of, schedules to, and exhibits to this Agreement.
- The words "include", "includes" and "including" are deemed to be followed by the words "without limitation".
- The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.
- All references to currency are to United States Dollars (USD).
- This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

Purchase and Sale of Assets

Docupal Demo, LLC ("Seller") agrees to sell, and Acme, Inc ("Buyer") agrees to purchase, all of the Seller's right, title, and interest in and to the assets of the Widget Division, free and clear of all liens, encumbrances, and other restrictions, except as otherwise provided in this Agreement.



Assets Included

The assets to be sold and purchased (the "Purchased Assets") include, but are not limited to, the following:

1. **Equipment:** All machinery, tools, vehicles, furniture, fixtures, and other tangible personal property used in connection with the Widget Division. This includes, but is not limited to, manufacturing equipment, testing equipment, office equipment, and computer hardware.
2. **Inventory:** All raw materials, work-in-process, finished goods, and other inventory used in or held for sale in connection with the Widget Division. The inventory will be valued at the lower of cost or market value, as determined in accordance with generally accepted accounting principles (GAAP).
3. **Accounts Receivable:** All accounts receivable arising from the sale of goods or services by the Widget Division. The Buyer will use commercially reasonable efforts to collect the accounts receivable but will not be obligated to initiate legal proceedings to do so.
4. **Intellectual Property:** All patents, trademarks, trade names, copyrights, trade secrets, and other intellectual property rights used in connection with the Widget Division. This includes, but is not limited to, the Widget Division's brand name, logos, product designs, and manufacturing processes. Seller will execute all documents necessary to transfer ownership of intellectual property to Buyer.
5. **Customer Lists:** All customer lists, contact information, and other customer data used in connection with the Widget Division. This information is critical for the continued operation of the Widget Division by the Buyer.
6. **Contracts:** Certain contracts used by the Widget Division with suppliers, vendors, and customers, to the extent they are assignable and the counterparties consent to the assignment. The seller will seek consent for assignment of key contracts.
7. **Goodwill:** The goodwill associated with the Widget Division, representing the value of its reputation and customer relationships.



Excluded Assets

The following assets are specifically excluded from the Purchased Assets (the "Excluded Assets"):

1. **Cash:** All cash and cash equivalents held by the Seller.
2. **Marketable Securities:** All stocks, bonds, and other marketable securities held by the Seller.
3. **Real Estate:** All real property owned by the Seller, including land and buildings.

Liabilities

Buyer will not assume any liabilities of Seller, except for those specifically listed. Seller retains responsibility for all liabilities arising from events prior to the closing date.

Allocation of Purchase Price

The total purchase price shall be allocated among the Purchased Assets as follows:

Asset Category	Allocation (USD)
Equipment	500,000
Inventory	250,000
Accounts Receivable	100,000
Intellectual Property	400,000
Customer Lists	50,000
Total	1,300,000

The parties agree that this allocation is reasonable and will be used for all tax purposes. Both parties will file IRS Form 8594, Asset Acquisition Statement Under Section 1060, consistent with the allocation.



Title and Transfer

Seller will deliver to Buyer at Closing all documents necessary to transfer title to the Purchased Assets, free and clear of all liens, encumbrances, and other restrictions. These documents may include bills of sale, assignments, and other instruments of conveyance. Seller warrants that it has good and marketable title to the Purchased Assets and the legal right to transfer them to Buyer.

Condition of Assets

Buyer has had the opportunity to inspect the Purchased Assets and is purchasing them "as is," "where is," and without any warranty, express or implied, as to their condition, merchantability, or fitness for a particular purpose, except as otherwise provided in this Agreement. Seller will provide reasonable access to the Purchased Assets for Buyer to conduct its due diligence prior to the Closing Date.

Further Assurances

Following the Closing Date, each party will execute and deliver such further documents and take such further actions as may be reasonably necessary to carry out the intent of this Agreement. This includes assisting with the transfer of permits, licenses, and other governmental approvals necessary for the operation of the Widget Division.

Risk of Loss

The risk of loss or damage to the Purchased Assets will remain with the Seller until the Closing Date. If any of the Purchased Assets are lost or damaged prior to the Closing Date, the Seller will promptly notify the Buyer, and the parties will negotiate in good faith to determine an equitable adjustment to the purchase price or other appropriate remedy.

Transition Assistance

For a period of thirty (30) days following the Closing Date, Seller will provide reasonable assistance to Buyer in transitioning the operation of the Widget Division. This assistance may include training Buyer's employees, introducing Buyer to key



customers and suppliers, and providing access to Seller's records and information related to the Widget Division. The specific terms of the transition assistance will be mutually agreed upon by the parties prior to the Closing Date.

Purchase Price and Payment Terms

Purchase Price

The total purchase price for the Assets is **\$5,000,000** (the "Purchase Price"), subject to adjustment as described below.

Payment Terms

The Purchase Price will be paid by ACME-1 to Docupal Demo, LLC as follows:

1. **Deposit:** A deposit of **\$500,000** (the "Deposit") will be paid by ACME-1 to Docupal Demo, LLC upon the execution of this Agreement. The Deposit shall be non-refundable, except in the event of a material breach of this Agreement by Docupal Demo, LLC.
2. **Closing Payment:** The remaining balance of **\$4,500,000** will be paid by ACME-1 to Docupal Demo, LLC at the Closing.

Escrow

\$500,000 from the Closing Payment shall be held in escrow (the "Escrow Amount") for a period of ninety (90) days following the Closing Date (the "Escrow Period"). The Escrow Amount will be held by [Escrow Agent Name], as escrow agent (the "Escrow Agent"), pursuant to an escrow agreement to be entered into by ACME-1, Docupal Demo, LLC, and the Escrow Agent (the "Escrow Agreement").

The Escrow Amount shall be held to cover any potential breaches of the warranties made by Docupal Demo, LLC in this Agreement. If ACME-1 makes a claim against the Escrow Amount, it shall provide written notice to Docupal Demo, LLC and the Escrow Agent, specifying the nature of the breach and the amount of the claim. Docupal Demo, LLC shall have [Number] days to dispute the claim. If Docupal Demo, LLC does not dispute the claim within such time, the Escrow Agent shall release the claimed amount to ACME-1. If Docupal Demo, LLC disputes the claim, the Escrow



Agent shall continue to hold the disputed amount until the dispute is resolved by mutual agreement of ACME-1 and Docupal Demo, LLC or by a final and binding arbitration decision.

Following the Escrow Period, any portion of the Escrow Amount not used to satisfy claims by ACME-1 shall be released to Docupal Demo, LLC.

Purchase Price Adjustments

The Purchase Price is subject to adjustment based on the final valuation of the inventory included in the Assets. A physical inventory will be conducted [Number] days prior to the Closing Date by [Inventory Valuation Company or Methodology]. The inventory will be valued at [Specify Valuation Method, e.g., the lower of cost or market value].

If the final inventory valuation is higher than the estimated inventory value of [Dollar Amount], the Purchase Price shall be increased by the amount of the difference. Conversely, if the final inventory valuation is lower than the estimated inventory value, the Purchase Price shall be decreased by the amount of the difference.

The adjusted Purchase Price, reflecting the final inventory valuation, will be determined no later than [Number] days prior to the Closing Date. The adjustment will be reflected in the final payment made at Closing.

Payment Method

All payments under this Agreement shall be made in United States Dollars (USD) by wire transfer to the account designated by Docupal Demo, LLC in writing.

Allocation of Purchase Price

The Purchase Price shall be allocated among the Assets in accordance with **Exhibit A**. ACME-1 and Docupal Demo, LLC agree to report the transaction for tax purposes in accordance with this allocation. Both parties agree to cooperate in the preparation and filing of all necessary tax forms and returns related to the allocation of the Purchase Price. This allocation is deemed reasonable by both parties.



Representations and Warranties of Seller

DocuPal Demo, LLC ("Seller") represents and warrants to ACME-1 ("Buyer") as of the date of this Agreement and as of the Closing Date as follows:

Organization and Authority

Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of the United States. 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 Seller. This Agreement constitutes a valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally, and subject to equitable principles.

Title to Assets

Seller has good and marketable title to the Assets, free and clear of all liens, security interests, pledges, mortgages, charges, encumbrances, equities, and claims whatsoever, except as disclosed in Schedule 10. Upon the Closing, Buyer will receive good and indefeasible title to the Assets, free and clear of all liens and encumbrances.

Compliance with Laws

Seller has operated the Widget Division in compliance with all applicable federal, state, and local laws, regulations, and ordinances. Seller has obtained and is in compliance with all permits, licenses, and authorizations necessary for the operation of the Widget Division and the ownership and use of the Assets.

Financial Information

The financial statements of the Widget Division provided to Buyer are true, correct, and complete in all material respects and fairly present the financial condition and results of operations of the Widget Division as of the dates and for the periods indicated.



Taxes

Seller has duly and timely filed all tax returns and reports required to be filed with respect to the Widget Division and has paid all taxes, assessments, and other governmental charges due and payable.

Absence of Undisclosed Liabilities

Except as disclosed in Schedule 11, there are no liabilities or obligations of the Widget Division, whether known or unknown, absolute or contingent, matured or unmatured, or determined or determinable, that are not fully reflected or reserved against in the financial statements of the Widget Division. Schedule 11 discloses a pending customer claim related to product defects.

Litigation

Except as disclosed in Schedule 12, there are no pending or threatened actions, suits, proceedings, or investigations before any court, administrative agency, or other tribunal involving the Widget Division or the Assets.

Contracts

All material contracts relating to the Widget Division are in full force and effect, and Seller is not in default under any such contract. True and complete copies of all such contracts have been provided to Buyer.

Condition of Assets

The tangible Assets are in good operating condition and repair, ordinary wear and tear excepted, and are suitable for the purposes for which they are presently being used.

Intellectual Property

Seller owns or has the right to use all intellectual property necessary for the operation of the Widget Division. The use of such intellectual property does not infringe upon the rights of any third party.



Environmental Matters

Seller has complied with all applicable environmental laws and regulations with respect to the operation of the Widget Division and the Assets. There are no environmental conditions that could give rise to any liability on the part of Seller or Buyer.

Employees

Seller has complied with all applicable labor laws and regulations with respect to the employees of the Widget Division. There are no collective bargaining agreements in effect with respect to such employees.

Disclosure

No representation or warranty made by Seller in this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made not misleading.

Representations and Warranties of Buyer

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

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, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.



No Conflict

The execution, delivery, and performance by ACME-1 of this Agreement do not and will not:

- Conflict with or violate the articles of incorporation or bylaws of ACME-1.
- Violate any law, regulation, order, writ, judgment, injunction, decree, determination, or award of any governmental authority applicable to ACME-1.
- Breach or constitute a default under any contract, agreement, lease, license, or other instrument to which ACME-1 is a party or by which it or its properties are bound.

Litigation

There are no actions, suits, proceedings, or investigations pending or, to the best of ACME-1's knowledge, threatened against ACME-1 at law or in equity before any court or other governmental authority, or before any arbitrator of any kind, which, if adversely determined, could reasonably be expected to have a material adverse effect on ACME-1's ability to perform its obligations under this Agreement.

Financial Capability

ACME-1 has sufficient funds available to pay the Purchase Price as set forth in this Agreement and to perform its obligations hereunder. ACME-1's ability to obtain funds is not subject to any condition that has not been satisfied as of the date of this Agreement. ACME-1 is not relying on any third-party financing to complete this transaction. ACME-1 has the financial resources necessary to operate the acquired assets following the Closing.

Independent Investigation

ACME-1 has conducted its own independent investigation, review, and analysis of the Widget Division and the assets being acquired, and acknowledges that it has been provided adequate access to the books, records, contracts, and other documents of Docupal Demo, LLC relating to the Widget Division for this purpose. In entering into this Agreement, ACME-1 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 ACME-1 acknowledges that Docupal Demo, LLC has made no representations or warranties, express or implied, beyond those expressly set forth in this Agreement.



Accuracy of Information

All information provided by ACME-1 to Docupal Demo, LLC in connection with this Agreement is true, complete, and accurate in all material respects as of the date provided and will be true, complete, and accurate in all material respects as of the Closing Date. ACME-1 will promptly notify Docupal Demo, LLC of any material changes to such information occurring prior to the Closing Date.

Liabilities and Indemnification

Assumption of Liabilities

ACME-1 will only assume the liabilities explicitly stated in this Agreement. Docupal Demo, LLC remains responsible for all other liabilities. Specifically, ACME-1 assumes no responsibility for liabilities that arose before the Closing Date. Docupal Demo, LLC is responsible for all liabilities arising before the Closing Date. ACME-1 will be responsible for all liabilities arising on or after the Closing Date.

Indemnification by Docupal Demo, LLC

Docupal Demo, LLC will indemnify, defend, and hold harmless ACME-1, its affiliates, and their respective officers, directors, employees, and agents (collectively, the "ACME-1 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, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, (collectively, "Losses") arising out of or resulting from:

- Any breach of any representation or warranty made by Docupal Demo, LLC in this Agreement.
- Any failure by Docupal Demo, LLC to perform any covenant or obligation required to be performed by it under this Agreement.
- Any liabilities arising from the operation of the Widget Division prior to the Closing Date.
- Any and all litigation, claims, demands, causes of action, suits, or other proceedings brought by any third party against any ACME-1 Indemnified Party arising out of the ownership or operation of the Assets prior to the Closing Date.



Indemnification by ACME-1

ACME-1 will indemnify, defend, and hold harmless Docupal Demo, LLC, its affiliates, and their respective officers, directors, employees, and agents (collectively, the "Docupal Demo, LLC Indemnified Parties") from and against any and all Losses arising out of or resulting from:

- Any breach of any representation or warranty made by ACME-1 in this Agreement.
- Any failure by ACME-1 to perform any covenant or obligation required to be performed by it under this Agreement.
- Any liabilities arising from the operation of the Widget Division on or after the Closing Date.
- Any and all litigation, claims, demands, causes of action, suits, or other proceedings brought by any third party against any Docupal Demo, LLC Indemnified Party arising out of the ownership or operation of the Assets on or after the Closing Date.

Indemnification Procedures

- **Notice of Claim:** If an indemnified party (the "Indemnified Party") becomes aware of any matter that could give rise to a claim for indemnification under this Agreement, the Indemnified Party will give prompt written notice of the claim (the "Claim Notice") to the indemnifying party (the "Indemnifying Party"). The Claim Notice must describe the claim in reasonable detail and, if known, include an estimate of the amount of Losses that have been or may be sustained by the Indemnified Party. Any delay or failure by the Indemnified Party to give a Claim Notice will not relieve the Indemnifying Party of its indemnification obligations under this Agreement, except to the extent that the delay or failure materially prejudices the Indemnifying Party's ability to defend against the claim.
- **Defense of Claim:** Upon receipt of a Claim Notice, the Indemnifying Party will have the right to assume and control the defense of the claim at its expense with counsel reasonably satisfactory to the Indemnified Party. The Indemnifying Party must notify the Indemnified Party within thirty (30) days after receipt of the Claim Notice if it elects to assume the defense of the claim. If the Indemnifying Party assumes the defense of a claim, the Indemnified Party will have the right to participate in the defense at its own expense. The Indemnifying Party will not, without the prior written consent of the



Indemnified Party, settle or compromise any claim that would result in any admission of liability or wrongdoing by the Indemnified Party or that would subject the Indemnified Party to any injunctive relief or other equitable remedy.

- **Failure to Defend:** If the Indemnifying Party does not assume the defense of a claim within thirty (30) days after receipt of the Claim Notice, the Indemnified Party will have the right to defend the claim in any manner it deems appropriate, at the expense of the Indemnifying Party. The Indemnified Party will have the right to settle or compromise any claim without the consent of the Indemnifying Party, but any settlement or compromise will not be binding on the Indemnifying Party unless it is reasonable and made in good faith.
- **Cooperation:** The Indemnified Party and the Indemnifying Party will cooperate with each other in the defense of any claim. Each party will make available to the other party all relevant information and documents in its possession or control. Each party will also use its reasonable efforts to assist the other party in locating and interviewing witnesses.

Limitations on Indemnification

- **Deductible:** ACME-1 will not be entitled to indemnification for any Losses until the aggregate amount of all Losses exceeds \$100,000 (the "Deductible"), in which event ACME-1 will be entitled to indemnification only for the amount of Losses exceeding the Deductible.
- **Cap:** The aggregate liability of Docupal Demo, LLC for indemnification under this Agreement will not exceed \$1,000,000 (the "Cap").
- **Materiality:** No representation or warranty will be deemed to have been breached for purposes of indemnification if the matter giving rise to the breach is not material to the Widget Division, taken as a whole.
- **Knowledge:** Docupal Demo, LLC will not be liable for indemnification with respect to any Loss to the extent that ACME-1 had knowledge of the matter giving rise to the Loss prior to the Closing Date.
- **Exclusivity:** The indemnification provisions in this Agreement will be the sole and exclusive remedy of the parties for any breach of this Agreement, except for claims of fraud or intentional misrepresentation.



Survival

The representations, warranties, covenants, and indemnification obligations in this Agreement will survive the Closing Date for a period of one (1) year. Claims for fraud or intentional misrepresentation will survive indefinitely.

Closing Conditions and Procedures

Conditions to Closing

This asset purchase is conditional on the satisfaction of the following conditions, unless waived in writing by the party for whose benefit the condition exists.

- **Buyer's Due Diligence:** ACME-1 must complete its due diligence investigation of the assets to its satisfaction. This includes, but is not limited to, a review of all relevant documents, financial records, and operational information.
- **No Material Adverse Change:** There must be no material adverse change in the business, financial condition, or operations of the Widget Division between the date of this Agreement and the Closing Date. A "material adverse change" means any event, circumstance, or condition that has a material adverse effect on the value of the assets being purchased.
- **Required Consents and Approvals:** All necessary consents, waivers, and approvals from governmental authorities, regulatory bodies, or other third parties that are required to complete this transaction must be obtained. This includes any consents required under applicable laws, regulations, contracts, or permits.
- **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 if made on that date.
- **Performance of Obligations:** Docupal Demo, LLC must have performed all of its obligations under this Agreement in all material respects.
- **Delivery of Closing Documents:** Docupal Demo, LLC must deliver all of the closing documents required under this Agreement.



Closing Deliverables

At the closing, the following documents and instruments will be delivered:

By Docupal Demo, LLC to ACME-1:

- **Bill of Sale:** A bill of sale transferring title to the assets to ACME-1, free and clear of all liens, encumbrances, and other claims.
- **Assignment Agreements:** Assignment agreements assigning to ACME-1 all of Docupal Demo, LLC's rights, title, and interest in and to the assigned contracts, permits, and other intangible assets.
- **Board Resolutions:** Certified copies of resolutions duly adopted by the board of directors of Docupal Demo, LLC approving the sale of the assets and authorizing the execution and delivery of this Agreement and the closing documents.
- **Other Documents:** Any other documents reasonably requested by ACME-1 that are necessary to effectuate the transfer of the assets.

By ACME-1 to Docupal Demo, LLC:

- **Purchase Price:** Payment of the purchase price as set forth in this Agreement.
- **Board Resolutions:** Certified copies of resolutions duly adopted by the board of directors of ACME-1 approving the purchase of the assets and authorizing the execution and delivery of this Agreement and the closing documents.
- **Other Documents:** Any other documents reasonably requested by Docupal Demo, LLC that are necessary to effectuate the transfer of the assets.

Closing Procedures

The closing of the purchase and sale of the assets will take place at a time and place agreed upon by both parties (the "Closing Date"). The Closing Date will be no later than thirty (30) days from the date of this Agreement, unless extended by mutual written agreement of the parties.



- **Coordination:** The parties will coordinate to ensure all necessary documents are prepared, executed, and delivered in a timely manner.
- **Remote Closing:** The closing may take place remotely via electronic exchange of documents and signatures, unless either party requests a physical closing.
- **Escrow:** The parties may agree to use an escrow agent to facilitate the closing. The terms of the escrow agreement will be mutually agreed upon by the parties.

Failure to Satisfy Conditions

If any of the conditions to closing are not satisfied or waived by the applicable party on or before the Closing Date, the other party may, at its option, terminate this Agreement by giving written notice to the other party. If this Agreement is terminated, neither party will have any further obligation to the other, except for any obligations that expressly survive termination, such as those relating to confidentiality and governing law.

Closing Date

The closing will occur on a date that is mutually agreed upon by both Docupal Demo, LLC and ACME-1, but in no event later than September 9, 2025, unless an extension is agreed upon in writing by both parties. The closing will take place at the offices of ACME-1, or at such other place as the parties may agree.

Post-Closing Covenants and Transition Services

Further Assurances

Following the Closing Date, each Party will, upon the reasonable request of the other Party, promptly execute and deliver all documents and take all actions reasonably necessary to effect the transactions contemplated by this Agreement. This includes, but is not limited to, assisting in the transfer of assets and ensuring a smooth transition of the Widget Division to ACME-1.



Cooperation

Docupal Demo, LLC agrees to reasonably cooperate with ACME-1 after the Closing Date. This cooperation will assist ACME-1 in the operation of the Widget Division. It also helps in the defense of any claims related to the assets or the Widget Division's business prior to the Closing Date.

Transition Assistance

Training and Support

For a period of thirty (30) days following the Closing Date, Docupal Demo, LLC will provide ACME-1 with reasonable training and support. This support will cover the operation of the assets and the transferred business. The training will be conducted by personnel knowledgeable in the Widget Division's operations. It will be available during normal business hours. The method and location of training will be mutually agreed upon by both parties.

Transition Services Agreement

In addition to the training and support outlined above, the parties have entered into a Transition Services Agreement (the "Transition Services Agreement"), attached as **Exhibit A**. This agreement governs the provision of certain services by Docupal Demo, LLC to ACME-1 for a defined period after the Closing Date. The Transition Services Agreement details the scope of services, service levels, fees, and other relevant terms. Both parties will adhere to the terms and conditions outlined in **Exhibit A**.

Key Personnel

Docupal Demo, LLC will make key personnel reasonably available to ACME-1 to answer questions and provide clarification on matters related to the Widget Division. This availability will be for a reasonable period following the Closing Date. Contact will be via phone and email. The goal is to ensure a seamless transfer of knowledge and operational expertise.



Records and Information

Docupal Demo, LLC will provide ACME-1 with access to all relevant books, records, and information related to the Widget Division for periods prior to the Closing Date. ACME-1's access is for legitimate business purposes. These purposes include financial reporting, tax compliance, and legal matters. ACME-1 will maintain the confidentiality of this information.

Non-Competition; Non-Solicitation

During a period of [Number] years following the Closing Date, Docupal Demo, LLC will not, and will ensure that its subsidiaries and affiliates do not, directly or indirectly, engage in any business that competes with the Widget Division's business as it is conducted on the Closing Date within [Geographic Scope]. Docupal Demo, LLC will not solicit, hire, or attempt to hire any employee of ACME-1 or any employee of the Widget Division transferred to ACME-1.

Intellectual Property

Docupal Demo, LLC will cooperate with ACME-1 to ensure the effective transfer of all intellectual property rights related to the Widget Division. This includes executing assignments and providing necessary documentation to register or perfect ACME-1's ownership of such intellectual property.

Intellectual Property Rights

Included Intellectual Property

Docupal Demo, LLC ("Seller") will transfer all intellectual property rights related to its Widget Division to Acme, Inc. ("Buyer"). This includes, but is not limited to:

- All patents related to the Widget Division.
- All trademarks related to the Widget Division.
- All copyrights related to the Widget Division.



Transfer of Ownership

At closing, Seller will execute all documents necessary to assign full ownership of the Included Intellectual Property to Buyer. This transfer will be complete and without reservation, except as explicitly provided in this Agreement.

License Grant

Seller grants to Buyer an unlimited, perpetual license to use the Included Intellectual Property. This license is effective immediately upon closing.

Seller's Covenant Not to Compete

For a period of three (3) years following the Closing Date, Seller will not engage in any business that competes with the Widget Division. This restriction applies worldwide.

Further Assurances

Seller agrees to execute any additional documents and take any further actions reasonably requested by Buyer to effectuate the transfer of the Included Intellectual Property. This includes assisting Buyer in registering the transferred intellectual property in any relevant jurisdiction.

Intellectual Property Representations and Warranties

Seller represents and warrants to Buyer as follows:

- Seller owns all right, title, and interest in and to the Included Intellectual Property, free and clear of any liens, encumbrances, or other restrictions.
- Seller has the full right, power, and authority to transfer the Included Intellectual Property to Buyer.
- The Included Intellectual Property does not infringe upon the intellectual property rights of any third party.
- Seller is not aware of any pending or threatened claims alleging infringement of any third party's intellectual property rights by the Included Intellectual Property.
- Seller has taken all necessary steps to maintain and protect the Included Intellectual Property, including, but not limited to, filing and maintaining all necessary patent, trademark, and copyright registrations.



Buyer's Due Diligence

Buyer acknowledges that it has had the opportunity to conduct due diligence with respect to the Included Intellectual Property. Buyer is satisfied with the results of its due diligence.

Indemnification

Seller will indemnify, defend, and hold harmless Buyer from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Any breach of Seller's representations and warranties regarding the Included Intellectual Property.
- Any claim that the Included Intellectual Property infringes upon the intellectual property rights of any third party.
- Seller's operation of the Widget Division prior to the Closing Date.

Buyer will promptly notify Seller of any claim for which it seeks indemnification under this Section. Seller will have the right to control the defense of any such claim, provided that Seller will not settle any claim without Buyer's prior written consent if such settlement would require Buyer to make any payment or admit any liability.

Confidentiality and Non-Disclosure

DocuPal Demo, LLC and ACME-1 acknowledge that during discussions and negotiations regarding the potential purchase of assets, both parties have and will continue to have access to confidential information. This section outlines the obligations of both parties to protect such information.

Definition of Confidential Information

Confidential Information includes, but is not limited to, financial information, customer data, proprietary technology, business plans, marketing strategies, operational methods, and any other non-public information disclosed by one party to the other, whether orally, in writing, or by any other means. It also includes the terms and conditions of this Agreement and the existence of discussions between the parties.



Obligations of Non-Disclosure

Each party agrees to protect the other party's Confidential Information with the same degree of care that it uses to protect its own confidential information, but in no event less than reasonable care. The receiving party will:

- Use the Confidential Information solely for the purpose of evaluating and completing the asset purchase transaction.
- Restrict disclosure of the Confidential Information to its employees, officers, directors, advisors, and representatives (collectively, "Representatives") who have a need to know such information and who are bound by confidentiality obligations at least as protective as those contained herein.
- Not disclose the Confidential Information to any third party without the prior written consent of the disclosing party.

Exclusions from Confidentiality

The obligations of confidentiality will not apply to information that:

- Is or becomes publicly available through no fault of the receiving party.
- Was already known to the receiving party prior to its disclosure by the disclosing party, as evidenced by written records.
- Is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.
- Is rightfully received by the receiving party from a third party without restriction on disclosure.
- Is required to be disclosed by law, regulation, or court order, provided that the receiving party provides the disclosing party with prompt notice of such requirement to allow the disclosing party to seek a protective order or other appropriate remedy.

Duration of Confidentiality

The confidentiality obligations outlined in this section will continue for a period of five (5) years from the closing date of this Agreement. This means that even after the asset purchase is completed, both DocuPal Demo, LLC and ACME-1 must continue to protect the other's Confidential Information for the specified duration.



Return of Confidential Information

Upon the written request of the disclosing party, the receiving party will promptly return or destroy all copies of the disclosing party's Confidential Information in its possession or control, including any electronic copies. The receiving party will certify in writing its compliance with this provision. Notwithstanding the foregoing, the receiving party may retain one copy of the Confidential Information for archival purposes or to comply with applicable legal or regulatory requirements, subject to ongoing confidentiality obligations.

Injunctive Relief

Both DocuPal Demo, LLC and ACME-1 acknowledge that unauthorized disclosure or use of Confidential Information may cause irreparable harm to the disclosing party for which monetary damages may be an insufficient remedy. Accordingly, the disclosing party will be entitled to seek injunctive relief to prevent any such unauthorized disclosure or use, in addition to any other remedies available at law or in equity.

Dispute Resolution and Governing Law

Dispute Resolution

Any dispute arising out of or relating to this Agreement will be resolved through binding arbitration. This includes disputes regarding the interpretation, performance, or breach of this Agreement.

Arbitration Process

The arbitration will be administered by the American Arbitration Association (AAA). The AAA's rules in effect at the time the arbitration is initiated will govern the process. A single arbitrator will conduct the arbitration. The parties will mutually agree upon the arbitrator. If the parties cannot agree, the AAA will appoint the arbitrator. The arbitration will take place in a location agreed upon by both parties. If no location is agreed upon, the arbitrator will determine the location.



Arbitration Decision

The arbitrator will issue a written decision. This decision will be final and binding on both parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party will bear its own costs and attorneys' fees in connection with any arbitration. However, the arbitrator may award reasonable costs and attorneys' fees to the prevailing party. This will be at the arbitrator's discretion.

Confidentiality

All aspects of the arbitration proceeding, including the arbitrator's decision, will be kept strictly confidential. The parties and the arbitrator must maintain confidentiality. Disclosure is only allowed if required by law or to enforce the arbitration award.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware. This excludes its conflict of law principles. The parties agree that any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal or state courts located in Delaware. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Miscellaneous Provisions

Notices

All notices related to this Agreement must be in writing. Notices are to be sent via certified mail to the respective addresses listed in this Agreement.

- **If to ACME-1:** Acme, Inc 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA
- **If to Docupal Demo, LLC:** 23 Main St, Anytown, CA 90210



Amendments

Any changes, modifications, or amendments to this Agreement must be in writing. They must also be signed by both ACME-1 and Docupal Demo, LLC to be effective. Verbal agreements will not be considered valid amendments to this Agreement.

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment without such consent will be void.

Entire Agreement

This Agreement constitutes the entire agreement between ACME-1 and Docupal Demo, LLC. It supersedes all prior negotiations, discussions, and agreements relating to the purchase and sale of the Assets.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronic signatures will have the same force and effect as original signatures.

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 parties will negotiate in good faith to replace the 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 do such further acts as may be reasonably necessary or proper to carry out the intent and purpose of this Agreement.

Expenses

Except as otherwise provided in this Agreement, each party will bear its own expenses incurred in connection with the negotiation, preparation, and execution of this Agreement and the transactions contemplated hereby.

Time is of the Essence

Time is of the essence in the performance of all obligations under this Agreement.

No Third-Party Beneficiaries

This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any cause of action arise hereunder in favor of, any other person.

Headings

The headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement.

Waiver

No waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. No failure or delay by either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.



Schedules and Exhibits

This Asset Purchase Agreement includes the following schedules and exhibits, which are integral parts of the agreement.

Schedules

The following schedules are attached to this Agreement and incorporated by reference:

- **Schedule 1.1: Purchased Assets.** This schedule contains a complete and accurate list of all assets being sold by Docupal Demo, LLC to ACME-1 under this Agreement. Docupal Demo, LLC represents that the asset lists are up to date and accurate.
- **Schedule 1.2: Excluded Assets.** This schedule lists all assets that are specifically excluded from the sale under this Agreement.
- **Schedule 2.1: Assumed Liabilities.** This schedule details all liabilities of Docupal Demo, LLC that ACME-1 will assume as part of this transaction.
- **Schedule 2.2: Excluded Liabilities.** This schedule details all liabilities retained by Docupal Demo, LLC and not assumed by ACME-1.
- **Schedule 3.1: Purchase Price Allocation.** This schedule sets forth the allocation of the Purchase Price among the Purchased Assets for tax and accounting purposes.
- **Schedule 4.1: Intellectual Property.** This schedule contains a comprehensive list of all intellectual property assets included in the Purchased Assets, including patents, trademarks, copyrights, and trade secrets.
- **Schedule 5.1: Material Contracts.** This schedule lists all material contracts being transferred as part of the Purchased Assets.
- **Schedule 6.1: Financial Statements.** This schedule includes the financial statements of the Widget Division of Docupal Demo, LLC for the periods specified in Section 3.5 of this Agreement.

Exhibits

The following exhibits are attached to this Agreement and incorporated by reference:

- **Exhibit A: Form of Bill of Sale.** This exhibit provides the form of the Bill of Sale to be executed and delivered by Docupal Demo, LLC at the Closing.



- **Exhibit B: Form of Assignment and Assumption Agreement.** This exhibit provides the form of the Assignment and Assumption Agreement to be executed and delivered by both parties at the Closing.
- **Exhibit C: Form of Non-Compete Agreement.** This exhibit provides the form of the Non-Compete Agreement to be executed and delivered by [Relevant Parties] at the Closing.
- **Exhibit D: [Other Relevant Documents].** Any other documents relevant to the agreement.

