

Table of Contents

Introduction and Background	4
Purpose of the Merger	4
Background	4
Definitions and Interpretation	4
Definitions	4
Interpretation	5
Terms of the Merger	5
Merger Structure	5
Consideration	6
Share Exchange Ratio and Valuation	6
Closing Date	6
Effect of the Merger	6
Governing Documents	7
Further Assurances	7
Representations and Warranties	7
Organization and Standing	7
Authorization	8
Financial Condition	8
Assets	8
Liabilities	8
Litigation and Compliance	9
Taxes	9
Contracts	9
Intellectual Property	9
Employees	9
Environmental Matters	10
Disclosure	10
Independent Investigation	10
Indemnification	10
Covenants and Conduct of Business Pre-Closing	10
Conduct of Business	10
Restrictions on Actions	11
Access to Information	11



Confidentiality	11
Regulatory Approvals and Consents	12
Further Assurances	12
Material Adverse Change	12
Compliance with Laws	12
No Solicitation	12
Notification of Certain Events	12
Insurance	13
Conditions Precedent and Closing Procedures	13
Conditions Precedent to Closing	13
Closing Procedures	14
Indemnification and Liability	15
Indemnification by ACME-1	15
Indemnification by Docupal Demo, LLC	16
Limitations on Indemnification	16
Survival	17
Indemnification Procedures	17
Termination	18
Circumstances for Termination	18
Notice of Termination	19
Consequences of Termination	19
Governing Law and Dispute Resolution	19
Governing Law	19
Dispute Resolution	19
Confidentiality	20
Definition of Confidential Information	20
Permitted Use and Disclosure	21
Exceptions	21
Survival	21
Post-Merger Integration	22
Integration Teams	22
Joint Integration Committee	22
Alignment of Business Processes	22
Key Employee Retention	22
Post-Closing Adjustments	23



Management and Reporting

Schedules and Exhibits

Schedules

Exhibits

23

23

23

23



Introduction and Background

This Merger Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of United States, with its principal address at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc, also known as ACME-1, a business organized under the laws of United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Acme").

Purpose of the Merger

DocuPal and Acme desire to combine their businesses through a merger transaction. Under the terms of this Agreement, Acme will merge with and into DocuPal. DocuPal will be the surviving entity. The merger is intended to expand DocuPal's market reach. It will also integrate Acme's innovative technologies into DocuPal's existing operations.

Background

Both DocuPal and Acme believe that the merger will create a stronger, more competitive organization. The combined company will be better positioned to capitalize on market opportunities. This Agreement sets forth the terms and conditions upon which the merger will be consummated. It also outlines the rights and obligations of each party involved.

Definitions and Interpretation

Definitions

For this Merger Agreement, these terms have the meanings below:

- **Material Adverse Effect** means an event that is materially adverse to the business, assets, or financial condition of ACME-1.
- **Intellectual Property** means all patents, trademarks, copyrights, and trade secrets owned or licensed by ACME-1.



- **Key Employees** means those employees of ACME-1 who are essential to its ongoing operations, as listed in *Exhibit A*.

Interpretation

- Words such as "include" or "including" are to be construed without limitation.
- The headings in this Agreement are for convenience only, and do not affect the interpretation of any provision.
- Unless the context requires otherwise, words in the singular include the plural and vice versa.
- References to any law or regulation include any amendment, modification, or re-enactment of it.
- All references to currency are in United States Dollars (USD).

Terms of the Merger

This section outlines the terms and conditions governing the statutory merger between Acme, Inc. ("ACME-1"), a company organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, and Docupal Demo, LLC ("Docupal"), a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210. Docupal will be the surviving entity in this merger.

Merger Structure

The merger will be a statutory merger, wherein ACME-1 will merge with and into Docupal. Upon the effective date of the merger, the separate corporate existence of ACME-1 will cease, and Docupal will continue as the surviving entity. The surviving entity will possess all the rights, privileges, powers, and franchises of both companies and will be subject to all the restrictions, disabilities, and duties of each of the companies.

Consideration

The consideration to be provided to the shareholders of ACME-1 will consist of a combination of cash and stock in Docupal. The exact mix of cash and stock will be determined based on the valuation described below.



Share Exchange Ratio and Valuation

The shares of ACME-1 will be exchanged for shares of Docupal based on a pre-agreed valuation ratio. The specific valuation ratio will be determined by [specify valuation method, e.g., an independent valuation performed by X firm, a mutually agreed upon formula based on EBITDA, etc.]. This valuation will occur prior to the closing date.

To illustrate the share exchange:

Attribute	Description
Valuation Method	[Specify the method, e.g., Independent Valuation, EBITDA Multiple]
Exchange Ratio	[To be determined based on valuation]
Cash Component	[Specify the amount or percentage]
Stock Component	[Specify the number of shares or percentage of ownership in Docupal]

The final exchange ratio will be set forth in an exhibit to this Agreement following completion of the valuation process.

Closing Date

The closing of the merger (the "Closing") will take place on a date to be mutually agreed upon by both ACME-1 and Docupal (the "Closing Date"), but no later than [Insert Date]. The Closing will occur at the offices of [Specify Location], or at such other place as ACME-1 and Docupal may agree.

Effect of the Merger

Upon the effectiveness of the Merger, the outstanding shares of ACME-1 will be converted into the right to receive the consideration as detailed above. ACME-1 shareholders will cease to have any rights as shareholders of ACME-1, except for their right to receive the merger consideration.



Governing Documents

The articles of incorporation and bylaws of Docupal, as in effect immediately prior to the effective time of the merger, will continue to be the articles of incorporation and bylaws of the surviving entity after the effective time of the merger, until amended in accordance with applicable law.

Further Assurances

From time to time, as and when required by the surviving entity or by its successors or assigns, ACME-1 and Docupal will execute and deliver, or cause to be executed and delivered, all such deeds and other instruments, and will take or cause to be taken such further or other action, as the surviving entity may reasonably deem necessary or desirable in order to vest, perfect or confirm, of record or otherwise, in the surviving entity, the title to and possession of all the property, interests, assets, rights, privileges, powers and franchises of each of the companies and otherwise to carry out the intent and purpose of this Agreement.

Representations and Warranties

ACME-1 and Docupal Demo, LLC ("the Company"), each represent and warrant to the other as follows:

Organization and Standing

ACME-1 represents and warrants that it 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 Company represents and warrants that it is a limited liability company duly organized, validly existing, and in good standing under the laws of the United States. The Company has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder.



Authorization

The execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate action on the part of ACME-1 and the Company. This Agreement constitutes a valid and binding obligation of each party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally and subject to equitable principles.

Financial Condition

The Company has provided ACME-1 with true and complete copies of its financial statements as of December 31, 2024, and for the year then ended. These financial statements fairly present the financial condition and results of operations of the Company as of the dates and for the periods indicated, in accordance with generally accepted accounting principles (GAAP) consistently applied. The Company has no material liabilities, contingent or otherwise, that are not fully reflected or reserved against in such financial statements.

Assets

The Company has good and marketable title to all of its assets, free and clear of all liens, encumbrances, and other restrictions, except for those liens and encumbrances that arise in the ordinary course of business and do not materially impair the value of such assets or the Company's ability to use them. A complete list of all material assets has been provided to ACME-1.

Liabilities

The Company has no material liabilities or obligations, absolute or contingent, direct or indirect, known or unknown, except for those liabilities that are disclosed in the financial statements provided to ACME-1 or that have been incurred in the ordinary course of business since the date of such financial statements.

Litigation and Compliance

There are no pending or, to the Company's knowledge, threatened legal, administrative, or other proceedings or governmental investigations of any nature against the Company, or to which any of its assets are subject, that could reasonably



be expected to have a material adverse effect on the Company's business, financial condition, or results of operations. The Company is in compliance with all applicable laws, regulations, and orders of governmental authorities. The Company has obtained all permits, licenses, and other authorizations required to conduct its business as presently conducted.

Taxes

The Company has filed all tax returns required to be filed and has paid all taxes due and payable. All such tax returns are true, correct, and complete in all material respects. The Company has no knowledge of any pending or threatened tax audits or assessments.

Contracts

The Company is not a party to any contract, agreement, lease, license, or other instrument that is material to its business or financial condition, other than those that have been disclosed to ACME-1. All such contracts are valid and in full force and effect, and the Company is not in default under any such contract.

Intellectual Property

The Company owns or has the right to use all intellectual property necessary to conduct its business as presently conducted. To the Company's knowledge, the conduct of its business does not infringe upon the intellectual property rights of any third party.

Employees

The Company has complied with all applicable laws and regulations relating to employment, including those relating to wages, hours, working conditions, and equal opportunity. There are no pending or threatened claims or actions against the Company relating to employment matters.

Environmental Matters

The Company is in compliance with all applicable environmental laws and regulations. The Company has no knowledge of any environmental contamination at any property owned or operated by the Company.



Disclosure

No representation or warranty made by the Company in this Agreement contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading.

Independent Investigation

ACME-1 acknowledges that it has conducted its own independent investigation of the Company and has relied solely on the results of such investigation in determining to enter into this Agreement.

Indemnification

The Company agrees to indemnify and hold ACME-1 harmless 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 any representation or warranty made by the Company in this Agreement.

Covenants and Conduct of Business Pre-Closing

Conduct of Business

Docupal Demo, LLC will conduct its business and operations in the ordinary course. This includes maintaining its existing assets and business organization. Docupal Demo, LLC shall use commercially reasonable efforts to preserve its relationships with customers, suppliers, and employees. Docupal Demo, LLC will also maintain all permits and comply with all applicable laws.

Restrictions on Actions

Without the prior written consent of ACME-1, Docupal Demo, LLC will not take certain actions. These include:



- Selling, leasing, or transferring any material assets, except in the ordinary course of business.
- Incurring any new debt or guaranteeing any obligations, except in the ordinary course.
- Entering into or materially amending any material contract outside the ordinary course.
- Making any material changes to its accounting methods.
- Settling any material litigation or claim.
- Taking any action that would reasonably be expected to materially impede or delay the closing.

Access to Information

Docupal Demo, LLC will provide ACME-1 and its representatives with reasonable access to its properties, books, records, and personnel. ACME-1 may conduct reasonable due diligence. Docupal Demo, LLC will provide ACME-1 with all information reasonably requested concerning its business, financial condition, and operations.

Docupal Demo, LLC will furnish ACME-1 with regular reports. These reports will cover financial performance, compliance matters, and material developments affecting Docupal Demo, LLC.

Confidentiality

ACME-1 and Docupal Demo, LLC acknowledge their obligations under the Non-Disclosure Agreement (NDA) previously executed. All information exchanged during the due diligence process and in connection with this Agreement is subject to the terms of the NDA. Neither party will disclose confidential information to any third party, except as permitted by the NDA or as required by law.

Regulatory Approvals and Consents

Docupal Demo, LLC will use its reasonable best efforts to obtain all necessary consents, waivers, and approvals. This includes those from governmental authorities and other third parties. These actions are required to consummate the transactions contemplated by this Agreement. ACME-1 will cooperate with Docupal Demo, LLC in obtaining such consents, waivers, and approvals.



Further Assurances

Each party agrees to execute and deliver all such further instruments and do all such further acts as may be necessary or appropriate to effectuate the purposes and intent of this Agreement.

Material Adverse Change

Docupal Demo, LLC will promptly notify ACME-1 of any event, condition, or circumstance that has had or would reasonably be expected to have a Material Adverse Effect on Docupal Demo, LLC.

Compliance with Laws

Docupal Demo, LLC will comply with all applicable laws, rules, and regulations in the conduct of its business. This includes environmental laws, labor laws, and other regulatory requirements.

No Solicitation

Docupal Demo, LLC will not, directly or indirectly, solicit, initiate, or encourage any inquiries or proposals from any person or entity concerning a merger, sale of assets, or similar transaction involving Docupal Demo, LLC. Docupal Demo, LLC will immediately cease any existing discussions or negotiations with any such parties.

Notification of Certain Events

Docupal Demo, LLC will promptly notify ACME-1 of the occurrence of certain events. These events include:

- Any material litigation, arbitration, or other proceeding involving Docupal Demo, LLC or its assets.
- Any governmental investigation or inquiry relating to Docupal Demo, LLC.
- Any material breach of contract by Docupal Demo, LLC.



Insurance

Docupal Demo, LLC will maintain its existing insurance policies in full force and effect. Docupal Demo, LLC will not take any action that would cause its insurance coverage to be reduced or terminated.

Conditions Precedent and Closing Procedures

Conditions Precedent to Closing

Each party's obligation to complete the merger depends on satisfying specific conditions.

Regulatory Approvals

ACME-1 and Docupal Demo, LLC must obtain all required approvals under applicable antitrust laws. Similarly, they must secure necessary approvals from securities regulatory bodies. Closing cannot occur until these approvals are granted.

Material Compliance

Both ACME-1 and Docupal Demo, LLC must have complied with all their obligations outlined in this Merger Agreement. All representations and warranties made by both parties in this agreement must be true and accurate in all material respects as of the closing date.

No Material Adverse Change

Between the signing date of this Agreement and the closing date, no material adverse change shall have occurred with respect to either ACME-1 or Docupal Demo, LLC. A "material adverse change" means a change that would reasonably be expected to have a significant detrimental effect on the business, assets, liabilities, financial condition, or results of operations of the respective party.

Documentation



All documents needed for the closing, including certificates of merger, must be properly executed and delivered.

Closing Procedures

Closing Date and Location

The closing will occur on a date agreed upon by both ACME-1 and Docupal Demo, LLC. The closing date may be extended if required to obtain regulatory approvals or to satisfy other conditions. The closing will take place at the offices of [Law Firm Name], or at another location agreed upon by both parties.

Closing Deliverables

At the closing, the following documents and deliverables will be exchanged:

- **Certificates of Merger:** ACME-1 and Docupal Demo, LLC will each deliver executed certificates of merger, suitable for filing with the relevant authorities.
- **Executed Merger Agreement:** Both parties will exchange executed copies of this Merger Agreement.
- **Other Closing Documents:** Any additional documents necessary to effect the merger, as reasonably requested by either party, will be delivered. These may include, but are not limited to, officer's certificates, legal opinions, and transfer documents.

Closing Actions

On the closing date, the following actions will occur:

1. **Filing of Merger Certificates:** ACME-1 will file the certificates of merger with the appropriate governmental authorities as required by law.
2. **Transfer of Consideration:** ACME-1 will deliver the merger consideration to Docupal Demo, LLC or its designated agent, as specified in this Agreement.
3. **Appointment of Directors and Officers:** ACME-1 will appoint the individuals designated to serve as directors and officers of the surviving corporation, effective as of the closing date.



4. Assumption of Liabilities: ACME-1 will formally assume all liabilities of Docupal Demo, LLC as a result of the merger.

Adjustments to Closing Date

If any condition precedent is not satisfied or waived by the scheduled closing date, either ACME-1 or Docupal Demo, LLC may postpone the closing date until such condition is satisfied or waived. However, neither party may unreasonably delay the closing. If the closing is delayed due to pending regulatory approval, both parties will continue to work diligently to obtain such approval.

Indemnification and Liability

Indemnification by ACME-1

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

- Any breach of any representation or warranty made by ACME-1 in this Agreement or in any certificate or document delivered by or on behalf of ACME-1 pursuant to this Agreement.
- Any failure by ACME-1 to perform any covenant or obligation required to be performed by it under this Agreement.
- Any specific claims as outlined in **Schedule [X]**.

Indemnification by Docupal Demo, LLC

Docupal Demo, LLC shall 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 actually suffered or incurred by the ACME-1 Indemnified Parties, arising out of or resulting from:

- Any breach of any representation or warranty made by Docupal Demo, LLC in this Agreement or in any certificate or document delivered by or on behalf of Docupal Demo, LLC pursuant to this Agreement.
- Any failure by Docupal Demo, LLC to perform any covenant or obligation required to be performed by it under this Agreement.
- Any specific claims as outlined in **Schedule [Y]**.

Limitations on Indemnification

- **Liability Cap:** The aggregate liability of ACME-1 and Docupal Demo, LLC, respectively, for indemnification under this Agreement shall not exceed **[Percentage]%** of the Merger Consideration.
- **Basket:** No indemnification shall be required for any Losses unless and until the aggregate amount of all Losses exceeds **[\$Amount]** (the "Basket"), in which event the Indemnified Party shall be entitled to indemnification only for the amount of such Losses exceeding the Basket.
- **Materiality:** For purposes of determining whether a breach of any representation or warranty has occurred for indemnification purposes, all materiality qualifications and other qualifications based on the word "material" contained in such representation or warranty shall be disregarded.
- **Exclusivity:** Except in the case of fraud or willful misconduct, the indemnification provisions of this Article shall be the sole and exclusive remedy of the parties for any Losses arising out of or relating to this Agreement.

Survival

The representations and warranties of the parties contained in this Agreement shall survive the Closing Date for a period of **[Number]** months, except for the following, which shall survive for the periods indicated:

Representation/Warranty	Survival Period
Fundamental Representations	[Time Frame]
Tax Representations	[Time Frame]
Environmental Representations	[Time Frame]

Covenants that by their terms require performance after the Closing Date shall survive the Closing Date until fully performed in accordance with their terms.



Indemnification Procedures

- **Notice of Claim:** An Indemnified Party seeking indemnification under this Agreement shall give written notice to the Indemnifying Party of any Loss or claim for which indemnification is sought (a "Claim Notice") within a reasonable time after becoming aware of such Loss or claim, but in no event later than [Number] days after the Indemnified Party becomes aware of such Loss or claim. The Claim Notice shall describe the Loss or claim in reasonable detail and, if known, the amount or the estimated amount of the Loss.
- **Defense of Claim:** The Indemnifying Party shall have the right, at its option and expense, to assume the defense of any claim or action relating to any Loss covered by this indemnity, provided that the Indemnifying Party gives written notice of its intention to do so to the Indemnified Party within [Number] days after receipt of the Claim Notice. If the Indemnifying Party assumes the defense of any such claim or action, it shall have the right to control such defense and shall be entitled to retain counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall cooperate with the Indemnifying Party in the defense of any such claim or action and shall make available to the Indemnifying Party all relevant information and documents in its possession or control.
- **Settlement:** The Indemnifying Party shall not settle any claim or action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned, or delayed, unless the settlement includes a full and unconditional release of the Indemnified Party from all liability with respect to such claim or action and does not involve any admission of wrongdoing by the Indemnified Party.
- **Failure to Defend:** If the Indemnifying Party does not assume the defense of any claim or action within the time period specified above, the Indemnified Party shall have the right to defend such claim or action in such manner as it may deem appropriate, at the expense of the Indemnifying Party.
- **Arbitration:** Any dispute arising under or in connection with this indemnification provision shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in [City, State]. The decision of the arbitrator shall be final and binding on the parties.



Termination

Circumstances for Termination

This Agreement may be terminated prior to the Closing Date under the following circumstances:

- **Mutual Consent:** ACME-1 and Docupal Demo, LLC may terminate this Agreement by mutual written consent.
- **Material Breach:** Either ACME-1 or Docupal Demo, LLC may terminate this Agreement if the other party materially breaches any of its representations, warranties, or covenants, and such breach is not cured within thirty (30) days after written notice of the breach is provided to the breaching party.
- **Failure to Obtain Regulatory Approvals:** Either ACME-1 or Docupal Demo, LLC may terminate this Agreement if the required regulatory approvals are not obtained by the Termination Date, despite both parties' diligent efforts to obtain them.
- **Material Adverse Effect:** ACME-1 may terminate this Agreement if a Material Adverse Effect occurs with respect to Docupal Demo, LLC. Docupal Demo, LLC may terminate this Agreement if a Material Adverse Effect occurs with respect to ACME-1.
- **Termination Date:** Either ACME-1 or Docupal Demo, LLC may terminate this Agreement if the Closing has not occurred by the Termination Date.

Notice of Termination

The party desiring to terminate this Agreement pursuant to this section shall deliver written notice of such termination to the other party in accordance with the notice provisions outlined in this Agreement. The notice shall specify the provision under which the termination is being made and the basis for such termination.

Consequences of Termination

- **Break-Up Fee:** In certain circumstances, upon termination of this Agreement, Docupal Demo, LLC may be required to pay ACME-1 a break-up fee as detailed in a separate agreement regarding fees.
- **No Further Obligation:** Upon valid termination of this Agreement, neither ACME-1 nor Docupal Demo, LLC shall have any further obligation to each other, except for those obligations that expressly survive termination, such as



confidentiality and governing law.

- **Expenses:** Except as otherwise provided in this Agreement, each party shall bear its own expenses incurred in connection with this Agreement and the transactions contemplated hereby, regardless of whether this Agreement is terminated.

Governing Law and Dispute Resolution

Governing Law

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.

Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by binding arbitration. The arbitration shall be administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules.

Arbitration Process

The arbitration proceedings shall be conducted in English. The place of arbitration shall be a location agreed upon by both parties. If the parties cannot agree on a location, the arbitration shall take place in a location determined by the AAA.

The arbitral tribunal shall be composed of one arbitrator, unless the parties agree otherwise. The arbitrator shall be selected in accordance with the rules of the AAA.

The decision of the arbitrator shall be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Confidentiality

All arbitration proceedings and any information obtained through arbitration shall be kept strictly confidential, except as required by law or to enforce the arbitration award.



Costs

Each party shall bear its own costs and expenses in connection with the arbitration, including attorneys' fees, except that the parties shall share equally the fees and expenses of the arbitrator and the administrative fees of the AAA. The arbitrator shall have the authority to allocate costs and expenses, including attorneys' fees, to the prevailing party, if the arbitrator deems it appropriate under the circumstances.

Confidentiality

Definition of Confidential Information

"Confidential Information" means any non-public information relating to Docupal Demo, LLC ("Docupal") or ACME-1 (Acme, Inc), disclosed by either party (the "Disclosing Party") to the other party (the "Receiving Party") during the due diligence process or in connection with the proposed merger. This includes, but is not limited to, financial information, business strategies, customer data, and technical information.

Permitted Use and Disclosure

The Receiving Party shall use the Confidential Information solely for the purpose of evaluating and implementing the merger and integration of the parties. The Receiving Party may disclose Confidential Information only to its employees, advisors, and representatives (collectively, "Representatives") who:

- Need to know the information for the stated purpose.
- Are informed of the confidential nature of the information.
- Agree to be bound by confidentiality obligations at least as protective as those contained in this Agreement.

The Receiving Party will be responsible for any breach of this Confidentiality section by its Representatives.

Exceptions

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 before its disclosure by the Disclosing Party, as evidenced by written records.
- Is rightfully received by the Receiving Party from a third party without any obligation of confidentiality.
- Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- 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 (if legally permitted) and cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy.

Survival

The confidentiality obligations outlined in this section will survive for a period of five (5) years from the closing date of the merger.

Post-Merger Integration

DocuPal Demo, LLC and ACME-1 will implement a comprehensive plan to integrate their respective businesses following the closing date. This plan aims to ensure a smooth transition and to maximize the benefits of the merger.

Integration Teams

Integration teams will be established. These teams will be comprised of personnel from both DocuPal Demo, LLC and ACME-1. The teams will focus on key functional areas such as operations, finance, sales, and technology.

Joint Integration Committee

A joint integration committee will oversee the integration process. This committee will consist of representatives from both DocuPal Demo, LLC and ACME-1. The committee will be responsible for:

- Monitoring the progress of the integration teams
- Resolving any issues that may arise
- Ensuring that the integration plan is implemented effectively



Alignment of Business Processes

DocuPal Demo, LLC and ACME-1 will align their business processes to create a more efficient and streamlined organization. This will involve:

- Identifying and standardizing best practices
- Consolidating systems and infrastructure
- Eliminating redundant activities

Key Employee Retention

Retention of key employees will be a priority during the integration process. DocuPal Demo, LLC and ACME-1 recognize that the knowledge and expertise of their employees are critical to the success of the combined company. Efforts to retain key employees may include:

- Offering retention bonuses
- Providing opportunities for advancement
- Clearly communicating the benefits of the merger

Post-Closing Adjustments

Post-merger adjustments will be based on a post-closing audit. This audit will reconcile certain financial metrics. The specific metrics to be reconciled will be outlined in a separate agreement. Any adjustments to the merger consideration will be made in accordance with the terms of this agreement.

Management and Reporting

Following the closing date, the management structure of the combined company will be determined by the joint integration committee. Reporting structures will be aligned to provide clear and transparent information to management and stakeholders. The combined company will adhere to all applicable legal and regulatory requirements.

Schedules and Exhibits

The following Schedules and Exhibits are attached to this Agreement and incorporated by reference, forming an integral part of this Agreement.



Schedules

- **Schedule 1.1:** List of Material Contracts. This schedule contains a complete and accurate list of all material contracts to which ACME-1 is a party.
- **Schedule 3.2:** Intellectual Property Schedules. This schedule details all intellectual property owned, licensed, or used by ACME-1, including patents, trademarks, copyrights, and trade secrets.

Exhibits

- **Exhibit A:** Audited Financial Statements. This exhibit includes ACME-1's audited financial statements for the three most recent fiscal years ended December 31, 2024, December 31, 2023, and December 31, 2022.

