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Introduction

This Investment Agreement (the "Agreement") is made and entered into as of January 1, 2024 (the "Effective Date"), by and between DocuPal Demo, LLC, a company organized under the laws of United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose

This Agreement sets forth the terms and conditions under which ACME-1 will invest one million United States dollars (\$1,000,000) in DocuPal. This investment will support DocuPal's strategic objectives as outlined in this document. The parties intend to be legally bound by the terms and conditions detailed herein.

Definitions and Interpretations

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

Defined Terms

- **Investment Amount:** Means the sum of one million U.S. dollars (\$1,000,000) that ACME-1 will invest in Docupal Demo, LLC according to the terms outlined in this agreement.
- **Capital Contributions:** Refers to the funds ACME-1 provides to Docupal Demo, LLC as part of the Investment Amount. These contributions will be made according to the schedule and conditions detailed in this agreement.
- **Voting Rights:** Means the rights granted to ACME-1 to vote on matters submitted to a vote of the members of Docupal Demo, LLC. ACME-1 will have voting rights proportional to its ownership percentage, including the right to appoint two members to the Board of Directors.



- **Dividends:** Refers to any distribution of cash, property, or other assets by Docupal Demo, LLC to its members. Dividends will be distributed according to the terms of this agreement, pro rata based on ownership percentage.
- **Confidential Information:** Includes any non-public, proprietary information of Docupal Demo, LLC, including but not limited to financial information, business plans, customer lists, and technology. ACME-1 agrees to protect this Confidential Information as outlined in this agreement.

General Interpretations

In this Agreement, unless the context otherwise requires: (a) words using the singular or plural number also include the plural or singular number, respectively; (b) the terms "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement; (c) references to "Sections" are intended to mean sections of this Agreement. 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.

Investment Details and Capital Contributions

Acme, Inc ("ACME-1") will invest a total of \$1,000,000 in Docupal Demo, LLC. This investment will be made in cash. The investment is subject to the terms and conditions outlined in this Investment Agreement.

Capital Contributions

ACME-1 will contribute the capital in four installments. Each installment will be \$250,000.

The payment schedule is as follows:

- **First Installment:** \$250,000 upon the signing of this agreement.
- **Second Installment:** \$250,000 on April 1, 2024.
- **Third Installment:** \$250,000 on July 1, 2024.
- **Fourth Installment:** \$250,000 on October 1, 2024.



Conditions for Capital Contributions

The second, third, and fourth installments are contingent upon DocuPal Demo, LLC achieving specific milestones. These milestones will be defined in a separate schedule attached to this agreement as Exhibit A. If DocuPal Demo, LLC fails to achieve these milestones, ACME-1's obligation to contribute the corresponding installment will be subject to review and potential renegotiation.

Shareholder Rights and Obligations

This section outlines the rights and obligations of all shareholders, including ACME-1, in DocuPal Demo, LLC.

Voting Rights

Each shareholder has voting rights. These rights are directly proportional to the percentage of ownership each shareholder holds in DocuPal Demo, LLC. Shareholders exercise their voting rights on all matters submitted for shareholder approval.

Dividend Distribution

DocuPal Demo, LLC may distribute dividends to its shareholders. Dividends will be distributed pro rata. This means dividends are distributed based on each shareholder's percentage of share ownership. The board of directors must approve all dividend distributions. The board will consider the company's financial performance, investment needs, and other relevant factors before declaring any dividend.

Information Rights

Shareholders have the right to access certain information about DocuPal Demo, LLC. This includes financial statements, operational reports, and other relevant company data. The company will provide this information regularly to keep shareholders informed about the company's performance and activities. Specific details regarding the frequency and format of these reports will be further defined by DocuPal Demo, LLC's policies.



Obligations of Shareholders

Shareholders have several key obligations to DocuPal Demo, LLC. These obligations are designed to ensure the company operates smoothly and in compliance with all applicable laws and regulations.

- **Confidentiality:** Shareholders must maintain the confidentiality of company information. This includes financial data, business strategies, and other non-public information. Shareholders must not disclose this information to any third party without prior written consent from DocuPal Demo, LLC.
- **Compliance with Laws:** Shareholders must comply with all applicable laws and regulations. This includes securities laws, tax laws, and any other regulations relevant to the company's operations.
- **Acting in the Best Interests of the Company:** Shareholders must act in the best interests of DocuPal Demo, LLC. This means making decisions that benefit the company as a whole, rather than solely benefiting individual shareholders.

Board Representation

As part of this investment, ACME-1 has the right to appoint two members to the DocuPal Demo, LLC board of directors. These board members will participate in the oversight and strategic direction of the company. They will represent ACME-1's interests while also acting in the best interests of DocuPal Demo, LLC.

Governance and Board Representation

Docupal Demo, LLC will establish a Board of Directors to oversee the company's strategic direction and operations. This section outlines the composition of the board, investor representation rights, and the decision-making processes that will govern the board's actions.

Board Composition

The Board of Directors will consist of a defined number of seats. ACME-1, as a result of its investment, will have the right to appoint two (2) members to the Board. These representatives will serve until they resign, are replaced by ACME-1, or as otherwise



provided in the company's governing documents. Docupal Demo, LLC will ensure that ACME-1's board designees are formally appointed to the Board promptly after the closing date of this Investment Agreement.

Investor Representation

ACME-1's appointed board members will have the same rights and responsibilities as other members of the Board, including the right to attend meetings, participate in discussions, and vote on all matters presented to the Board. Docupal Demo, LLC acknowledges the importance of ACME-1's perspective and input in guiding the company's growth and strategic initiatives. The company will ensure that ACME-1's representatives receive all relevant information necessary to make informed decisions.

Board Decision-Making

A majority of the total number of directors then in office will constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the directors present at a meeting at which a quorum is present will be the act of the Board, unless the certificate of formation, this agreement, the company agreement or other applicable law requires the act of a greater number. Board meetings will be held regularly, with reasonable notice provided to all directors. The Board will operate in accordance with standard corporate governance practices, including maintaining minutes of all meetings and making those minutes available to all directors. Key decisions, including but not limited to, changes in the company's strategic direction, significant capital expenditures, and mergers or acquisitions, will require the approval of the Board.

Representations and Warranties

Representations and Warranties by ACME-1

ACME-1 represents and warrants to DocuPal Demo, LLC as follows:

- 1. Organization and Authority:** ACME-1 is a corporation duly organized, validly existing, and in good standing under the laws of the United States. ACME-1 has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder.



2. **Authorization:** 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 a 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.
3. **Investment Purpose:** ACME-1 is acquiring the [REDACTED] shares for its own account for investment purposes and not with a view to, or for sale in connection with, any distribution thereof. ACME-1 understands that the [REDACTED] shares have not been registered under the Securities Act of 1933, as amended, or any state securities laws and cannot be sold or otherwise transferred unless they are subsequently registered under such laws or an exemption from registration is available.
4. **Accuracy of Information:** All information provided by ACME-1 to DocuPal Demo, LLC in connection with this investment is true, complete, and accurate in all material respects as of the date provided.

Representations and Warranties by DocuPal Demo, LLC

DocuPal Demo, LLC represents and warrants to ACME-1 as follows:

1. **Organization and Authority:** DocuPal Demo, LLC is a limited liability company duly organized, validly existing, and in good standing under the laws of the United States. DocuPal Demo, LLC has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder.
2. **Authorization:** The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of DocuPal Demo, LLC. This Agreement constitutes a valid and binding obligation of DocuPal Demo, LLC, 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.
3. **Capitalization:** The authorized capital structure of DocuPal Demo, LLC is as described in **Exhibit A** attached hereto.
4. **Financial Statements:** The financial statements of DocuPal Demo, LLC, copies of which have been provided to ACME-1, are accurate. These financial statements fairly present the financial condition and results of operations of



DocuPal Demo, LLC as of the dates and for the periods indicated, in accordance with generally accepted accounting principles consistently applied.

5. **Compliance with Laws:** DocuPal Demo, LLC has complied with all applicable laws, regulations, and orders of governmental authorities in all material respects.
6. **Title to Assets:** DocuPal Demo, LLC has good and marketable title to its assets, free and clear of all liens, encumbrances, and restrictions, except for those that are disclosed in **Exhibit B**.

Covenants

DocuPal Demo, LLC and Acme, Inc agree to the following covenants.

Affirmative Covenants

DocuPal Demo, LLC will diligently pursue its business objectives. It will comply with all applicable laws and regulations. DocuPal Demo, LLC will maintain accurate and up-to-date books and records. It will provide Acme, Inc with regular financial reports. These reports will include monthly updates and annual audited statements. DocuPal Demo, LLC will use the investment funds solely for its business operations.

DocuPal Demo, LLC will actively work to achieve a revenue target of \$500,000 by December 31, 2024.

Restrictive Covenants

DocuPal Demo, LLC will maintain a minimum cash balance of \$100,000. It will not take any action that would materially impair its ability to repay the investment. DocuPal Demo, LLC will not, without Acme, Inc's prior written consent:

- Declare or pay any dividends.
- Issue any equity securities.
- Incur any debt above \$50,000.
- Merge with or acquire any other entity.
- Sell or dispose of any of its material assets.



Acme, Inc will not take any action that could harm DocuPal Demo, LLC's business. Acme, Inc will maintain the confidentiality of DocuPal Demo, LLC's proprietary information. Acme, Inc will exercise its voting rights in a manner consistent with the best interests of DocuPal Demo, LLC.

Further Assurances

Each party agrees to execute all documents and take all actions necessary to give full effect to this Investment Agreement. This includes, but is not limited to, obtaining any required consents or approvals.

Transfer Restrictions and Right of First Refusal

Transfer Restrictions

No shareholder may transfer, assign, or otherwise dispose of any shares of DocuPal Demo, LLC without the prior written consent of DocuPal Demo, LLC. This restriction applies to any transfer, whether voluntary or involuntary, including sales, gifts, or transfers by operation of law. Any attempted transfer without such consent will be void and of no effect.

Right of First Refusal

Before any shareholder can sell or transfer their shares to a third party, they must first offer those shares to the existing shareholders of DocuPal Demo, LLC. This right of first refusal ensures that current shareholders have the opportunity to maintain their proportional ownership in the company.

Procedure

The selling shareholder must provide written notice to DocuPal Demo, LLC and its other shareholders. This notice must include:

1. The number of shares proposed to be transferred.
2. The proposed price per share.
3. The identity of the prospective purchaser.



4. The terms and conditions of the proposed transfer.

Each existing shareholder then has a period of thirty (30) days from the date of the notice to elect to purchase all or a portion of the offered shares, proportional to their current ownership. If any shareholder declines to purchase their full allocation, the remaining shares will be offered to the other shareholders who elected to purchase their full allocation, on a pro rata basis.

If the existing shareholders do not elect to purchase all of the offered shares within the thirty (30) day period, the selling shareholder may then sell the remaining shares to the identified prospective purchaser, on terms no more favorable than those offered to the existing shareholders. The transfer must be completed within sixty (60) days of the initial notice. If the sale is not completed within that time, or if the terms of the sale change, the selling shareholder must re-offer the shares to the existing shareholders under the same right of first refusal procedure.

Confidentiality

Definition of Confidential Information

"Confidential Information" means any non-public, proprietary information disclosed by either Docupal Demo, LLC or ACME-1 (the "Disclosing Party") to the other (the "Receiving Party") relating to the Disclosing Party's business. This includes, but is not limited to, financial information, business plans, customer data, and technology. Information already publicly known, already possessed by the Receiving Party, or independently developed is excluded.

Obligations of Confidentiality

The Receiving Party must protect the Disclosing Party's Confidential Information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care. The Receiving Party will limit access to the Disclosing Party's Confidential Information to its employees, agents, and advisors who need to know such information for the Permitted Uses, and who are bound by confidentiality obligations at least as protective as those contained herein.



Permitted Uses

The Receiving Party may only use the Confidential Information for the purposes of evaluating the investment, managing the investment, and as required by law. Confidential Information will not be used for any other purpose, nor will it be disclosed to any third party without the Disclosing Party's prior written consent, except as expressly permitted in this Agreement or as legally compelled.

Required Disclosure

If the Receiving Party is legally compelled to disclose Confidential Information, it will provide prompt written notice to the Disclosing Party, allowing the Disclosing Party to seek a protective order or other appropriate remedy. If such protective order is not obtained, the Receiving Party may disclose only that portion of the Confidential Information that it is legally required to disclose. The Receiving Party will exercise reasonable efforts to ensure that such information is treated confidentially.

Term

The confidentiality obligations outlined in this section will continue for a period of five (5) years from the Effective Date of this Agreement.

Dispute Resolution

Initial Dispute Resolution

The parties will first attempt to resolve any dispute related to this Agreement through good-faith negotiations. This involves direct discussions between authorized representatives of Docupal Demo, LLC, and ACME-1.

Mediation

If direct negotiations do not resolve the dispute within thirty (30) days, the parties agree to submit the matter to mediation. The mediation will occur in Delaware. The parties will jointly select a mediator. The costs of the mediation will be shared equally by the parties involved.



Arbitration

If mediation is unsuccessful in resolving the dispute within sixty (60) days of the initial mediation session, the parties agree that the dispute will be settled by binding arbitration. The arbitration will be administered by a recognized arbitration association, and will take place in Delaware.

The arbitration will be conducted in accordance with the rules of the selected arbitration association. The decision of the arbitrator will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party will bear its own attorneys' fees and costs associated with the arbitration, except that the arbitrator may award reasonable attorneys' fees and costs to the prevailing party.

This dispute resolution section survives the termination of this Agreement.

Exit Strategy and Termination

This section outlines the strategies for ACME-1 to exit its investment in DocuPal Demo, LLC, and the conditions under which this agreement will terminate.

Exit Strategies

ACME-1 may pursue the following exit strategies:

- **Sale of Shares:** ACME-1 can sell its shares in DocuPal Demo, LLC, subject to the terms outlined in the section regarding transfer restrictions and rights of first refusal.
- **Initial Public Offering (IPO):** In the event of an IPO of DocuPal Demo, LLC, ACME-1 will have the opportunity to sell its shares in the public market.
- **Drag-Along Rights:** DocuPal Demo, LLC retains drag-along rights. This means that if a majority of shareholders approve a sale of the company, ACME-1 will be required to sell its shares on the same terms.
- **Tag-Along Rights:** ACME-1 benefits from tag-along rights. Should certain shareholders decide to sell their stake, ACME-1 has the option to participate in the sale and sell a proportional number of its shares.



Termination

This agreement will terminate upon the occurrence of any of the following events:

- **Material Breach:** If either party materially breaches any provision of this agreement, and such breach is not cured within thirty (30) days after written notice thereof, the non-breaching party may terminate this agreement.
- **Bankruptcy:** If either party becomes insolvent, enters into bankruptcy or liquidation, or makes an assignment for the benefit of creditors, the other party may terminate this agreement immediately.
- **Failure to Achieve Milestones:** If DocuPal Demo, LLC fails to achieve certain key milestones as defined and agreed upon separately, ACME-1 has the right to terminate the agreement. The specific milestones and consequences of failure will be detailed in a separate exhibit.
- **Mutual Agreement:** This agreement may be terminated at any time by the mutual written consent of all parties.

Indemnity and Liability

Docupal Demo, LLC agrees to indemnify ACME-1 against specific liabilities. These liabilities include those arising from a breach of this Investment Agreement. Misrepresentation also triggers indemnification. Negligence by Docupal Demo, LLC that leads to losses for ACME-1 is also covered.

Scope of Indemnification

This indemnification covers direct financial losses suffered by ACME-1. It applies to legal costs reasonably incurred defending against claims. It also extends to settlement amounts paid to resolve disputes. However, this indemnification does not cover indirect or consequential damages. It only applies to losses directly resulting from the covered events.

Limitations on Liability

The total liability of Docupal Demo, LLC under this agreement is capped. The maximum amount payable will not exceed ACME-1's initial investment. This investment is defined as one million U.S. dollars (\$1,000,000). This limit applies regardless of the number or severity of the claims.



ACME-1 is responsible for mitigating its own losses. They must take reasonable steps to minimize any damages incurred. Failure to do so may reduce the amount of indemnification available.

Indemnification Process

ACME-1 must promptly notify Docupal Demo, LLC of any claim. This notification must be in writing. It must include all relevant details of the claim. Docupal Demo, LLC has the right to control the defense against such claims. ACME-1 will cooperate fully with Docupal Demo, LLC in this defense. ACME-1 can participate in the defense at its own expense. However, Docupal Demo, LLC retains ultimate control.

This indemnification remains in effect even after the termination of this agreement. It continues to protect ACME-1 against covered events that occur during the term of the agreement.

Governing Law and Jurisdiction

This Investment Agreement is governed by the laws of the State of Delaware, without regard to its conflict of laws principles.

Dispute Resolution

Any dispute arising from or relating to this Agreement will be resolved through binding arbitration in Wilmington, Delaware. The arbitration will be conducted under the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on all parties. Each party will bear its own costs, including attorney's fees, associated with the arbitration. The parties agree to waive their rights to a jury trial in any action arising out of this agreement.

Miscellaneous Provisions

This section covers various standard provisions that govern the Investment Agreement.



Amendments

Any changes to this Agreement must be in writing. All parties must sign the written amendment for it to be valid.

Notices

All notices related to this Agreement must be in writing. Notices can be delivered either by certified mail or by email. The notices should be sent to the addresses that the parties have provided.

Entire Agreement

This Agreement constitutes the entire agreement between the parties. It supersedes all prior discussions, understandings, and agreements related to the investment.

Signatures and Execution

This Investment Agreement shall become effective as of August 9, 2025, upon its due execution by the parties.

Execution

Each party acknowledges that it has read and understands this Agreement. Each party further confirms they are authorized to execute this Agreement on behalf of the entity they represent.

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. Electronic signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Investment Agreement as of the date first written above.

DocuPal Demo, LLC

By:



Name: Title: CEO

ACME-1

By:

Name: Title: Authorized Representative

