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Introduction and Purpose

This Stock Option Agreement (the "Agreement") is made and effective as of August 9, 2025, by and between Docupal Demo, LLC, a United States company with address at 23 Main St, Anytown, CA 90210 ("Company"), and [Grantee's Name] ("Option Holder").

Purpose of the Agreement

The purpose of this Agreement is to grant the Option Holder the right to purchase shares of DocuPal Demo, LLC's Common Stock. This grant is subject to all the terms and conditions detailed in this document. By granting this option, DocuPal Demo, LLC aims to align the Option Holder's interests with the Company's long-term success. This alignment is intended to incentivize the Option Holder's performance and encourage their continued service with the Company.

Scope of the Agreement

This Agreement outlines the number of shares the Option Holder has the option to purchase, the price per share, and the conditions under which the option can be exercised. It also details the vesting schedule, which specifies when the option becomes exercisable. Furthermore, the Agreement addresses the treatment of the option in various scenarios, including termination of service and a change of control of DocuPal Demo, LLC. The Agreement also outlines tax implications, amendment procedures, and the governing law.

Definitions

For the purpose of this Stock Option Agreement, the following terms shall have the meanings set forth below:

- **Option:** The right, but not the obligation, granted to the option holder to purchase shares of Docupal Demo, LLC's stock at a specified price during a specified period, as detailed in this agreement.
- **Exercise Price:** The price per share at which the option holder may purchase shares of Docupal Demo, LLC's stock upon exercise of this option.



- **Vesting Date:** The date or dates on which the option holder becomes entitled to exercise the option with respect to a specified number of shares, subject to the terms and conditions of the vesting schedule outlined in this agreement.
- **Termination Date:** The date on which the option holder's employment or service with Docupal Demo, LLC terminates. The treatment of the option upon termination is governed by the provisions outlined in this agreement.
- **Fair Market Value:** The value of Docupal Demo, LLC's stock as determined in good faith by the Docupal Demo, LLC's board of directors, using reasonable valuation methods consistently applied. The determination of Fair Market Value will be made in accordance with Section 409A of the Internal Revenue Code, to the extent applicable.

Grant of Stock Options

DocuPal Demo, LLC hereby grants to ACME-1 an option to purchase 10,000 shares of DocuPal Demo, LLC's Common Stock. This option is subject to all the terms and conditions outlined in this Stock Option Agreement.

Option Type and Exercise Price

These options are specifically designated as Non-Qualified Stock Options. The exercise price for each share of Common Stock under this option is \$1.00. This price represents the fair market value of the Common Stock as of the grant date.

Grant Date

The grant date of this stock option is August 9, 2025.

Vesting Schedule and Conditions

The Option shall vest according to the following schedule and conditions, provided that the Grantee continues to be a Service Provider of DocuPal Demo, LLC through the applicable vesting date.



Time-Based Vesting

Subject to the Grantee's continuous service, the Option will vest over a period of four (4) years from the Vesting Commencement Date. Twenty-five percent (25%) of the Shares subject to the Option shall vest on the first anniversary of the Vesting Commencement Date, constituting a one-year cliff. Thereafter, the remaining Shares shall vest in equal monthly installments over the following thirty-six (36) months.

Performance-Based Vesting

In addition to the time-based vesting described above, additional Options will vest upon the achievement of certain key revenue targets as defined in **Exhibit A**. The specific number of Options that will vest upon achievement of each revenue target is also detailed in **Exhibit A**. Achievement of these targets must be certified by the Company's Chief Executive Officer or Board of Directors.

Accelerated Vesting Upon Change of Control

In the event of a Change of Control of DocuPal Demo, LLC, any unvested portion of the Option shall immediately vest in full. For the purposes of this Agreement, a "Change of Control" shall mean:

- A sale of all or substantially all of the assets of DocuPal Demo, LLC.
- A merger, consolidation, or other reorganization of DocuPal Demo, LLC where the holders of DocuPal Demo, LLC's outstanding voting power immediately prior to such transaction do not own a majority of the outstanding voting power of the surviving entity immediately after such transaction.
- A sale or exchange by the stockholders of DocuPal Demo, LLC of a majority of DocuPal Demo, LLC's outstanding voting power.

Vesting Conditions

Vesting is contingent upon the Grantee's continuous service as an employee, consultant, or director of DocuPal Demo, LLC. If the Grantee's service terminates for any reason, any unvested Options will be immediately forfeited to DocuPal Demo, LLC. Termination of service includes resignation, termination with or without cause, or death or disability. For clarity, a transfer between different roles within DocuPal Demo, LLC or its subsidiaries will not be considered a termination of service.



Option Exercise Procedures

Notification of Exercise

To exercise this Option, the Grantee must provide written notice to DocuPal Demo, LLC's Stock Administration Department. This notice must state the number of Shares the Grantee wishes to purchase.

Acceptable Payment Methods

The Grantee must also submit the exercise price for the Shares. DocuPal Demo, LLC accepts payments via cash, check, or wire transfer. The payment must be made in United States Dollars (USD), DocuPal Demo, LLC's base currency.

Share Delivery

Upon proper exercise of the Option and receipt of full payment, DocuPal Demo, LLC will deliver the Shares to the Grantee. The Shares will be delivered electronically via book entry within thirty (30) days of the exercise date.

Termination and Expiration of Options

Option Period

The option granted under this Agreement will expire ten (10) years from the Grant Date. After this date, the option can no longer be exercised.

Termination of Employment

Upon the Grantee's termination of employment with Docupal Demo, LLC, the treatment of the options will be as follows:

- **Unvested Options:** All unvested options will be immediately forfeited. The Grantee will no longer have any right to purchase shares under these options.
- **Vested Options:** Vested options may be exercised for a period of [Number] months following the Grantee's termination of employment. This right to exercise is subject to the original expiration date of the option. If the option is



not exercised within this [Number]-month period, the options will be forfeited.

Post-Termination Exercise

The post-termination exercise period is subject to the Grantee's continuous compliance with all applicable agreements and policies of Docupal Demo, LLC. Docupal Demo, LLC determines compliance at its sole discretion. The company's decision will be final and binding.

Rights as a Shareholder

The Grantee will not have any rights as a shareholder of Docupal Demo, LLC with respect to any shares subject to this option until the option has been duly exercised and the shares have been issued to the Grantee.

No Rights Prior to Exercise

The Grantee will not be entitled to any voting rights, dividends, or distributions with respect to the shares subject to this option until such shares are actually issued pursuant to the exercise of the option. Prior to the option's exercise, the Grantee possesses only the contractual right to purchase shares under the terms of this Agreement; no ownership rights are conferred until the option is exercised.

Rights Upon Exercise

Upon the Grantee's proper and timely exercise of the option, and the issuance of shares, the Grantee will then be entitled to all the rights and privileges of a shareholder of Docupal Demo, LLC, including the right to vote on matters submitted to a vote of shareholders and the right to receive dividends or other distributions declared and paid to shareholders of record. The timing of such rights will be governed by the laws of the State of California and the bylaws of Docupal Demo, LLC.

Adjustments for Changes in



Capitalization

Stock Splits and Dividends

If DocuPal Demo, LLC executes a stock split, reverse stock split, or declares a stock dividend, the number of shares subject to this option will be adjusted. The exercise price per share will also be adjusted. These adjustments will ensure the option holder maintains the same economic position before and after the event. The adjustments will be determined by the Board of Directors, and will be effective as of the date of the stock split, reverse stock split, or stock dividend.

Merger or Acquisition

In the event of a merger, consolidation, or acquisition of DocuPal Demo, LLC, the acquiring company may assume or substitute this option. This means the acquiring company can take over the obligations under this agreement or provide a similar option for its own stock.

If the acquiring company does not assume or substitute the option, then the option will fully vest. This full vesting will occur immediately before the effective date of the merger, consolidation, or acquisition. The option holder will then have the right to exercise the option for all of the option shares.

Tax Implications and Withholding

Tax Consequences of Grant and Exercise

The grant of this stock option will not result in any taxable income to the option holder. However, upon exercising the option, the option holder will recognize ordinary income. This income will be equal to the difference between the fair market value of the shares on the date of exercise and the exercise price paid for those shares.



Withholding Obligations

DocuPal Demo, LLC will withhold all applicable taxes from the option holder's compensation related to the stock option exercise. This withholding will be based on the ordinary income recognized at the time of exercise. The company reserves the right to deduct these taxes from any payments made to the option holder, or to require the option holder to remit the necessary funds to cover the withholding obligations.

Tax Reporting

DocuPal Demo, LLC will report the income recognized by the option holder, as well as any taxes withheld, on Form W-2. It is the responsibility of the option holder to accurately report this information on their individual income tax return and to pay any additional taxes owed. Option holders are encouraged to consult with a qualified tax advisor regarding the tax consequences of this agreement and the exercise of any stock options granted hereunder.

Representations and Warranties

Option Holder Representations

The option holder represents and warrants that they possess the legal capacity to enter into this Stock Option Agreement. This confirms their understanding and acceptance of the obligations and rights outlined herein.

Company Representations

DocuPal Demo, LLC represents and warrants that it has full right, power, and authority to grant the option as outlined in this agreement. DocuPal Demo, LLC is duly organized, validly existing, and in good standing under the laws of the United States. The execution, delivery, and performance of this agreement have been duly authorized by all necessary corporate action. 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 subject to general principles of equity.



Miscellaneous Provisions

Miscellaneous

Governing Law

This Agreement will be governed by and construed according to the laws of the State of Delaware. This applies without regard to its conflict of laws principles.

Amendment

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

Notices

All notices related to this Agreement must be in writing. Notices are considered given when delivered by certified mail or email. Notices should be sent to the addresses on file for each party.

Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1. It concerns the subject matter herein. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Docupal Demo, LLC and ACME-1 with respect to the Option.

Signatures and Execution

This Stock Option Agreement shall be effective as of the Grant Date. By signing below, the parties agree to all the terms and conditions outlined in this agreement.

Execution

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 are permitted and will have the same force and effect as



original signatures.

Signatures

DocuPal Demo, LLC

By: _____

Name:

Title: Authorized Officer

Date: 2025-08-09

Option Holder

By: _____

Name:

Date: 2025-08-09

