

Table of Contents

Introduction and Purpose	3
Purpose of the Agreement	3
Definitions and Interpretation	3
Definitions	3
Interpretation	4
Grant of Restricted Stock	4
Vesting Schedule and Conditions	5
Vesting Schedule	5
Vesting Conditions	6
Forfeiture	6
Restrictions on Transfer and Stock Ownership	6
Right of First Refusal	6
Repurchase Rights	7
Tag-Along Rights	7
Rights as a Stockholder	7
Voting Rights	7
Dividends	7
Participation Rights	7
Tax Considerations and Obligations	8
Tax Obligations of the Recipient	8
Section 83(b) Election	8
Tax Withholding	8
Termination of Agreement and Forfeiture	8
Effect of Termination	9
Forfeiture Conditions	9
Company Reacquisition Rights	9
Representations and Warranties	9
By Both Parties	9
Miscellaneous Provisions	10
Governing Law	10
Amendment	10
Dispute Resolution	10
Notices	10



Entire Agreement	11
Severability	11
Counterparts	11
Execution and Signatures	11
Execution	11
Effective Date	11
Signatures	11



Introduction and Purpose

This Restricted Stock 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 the United States, with its principal address at 23 Main St, Anytown, CA 90210 ("Company"), and Acme Inc, a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Recipient").

Purpose of the Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the Company will grant restricted stock to the Recipient. This grant is intended to align the Recipient's interests with the Company's long-term success and to incentivize continued valuable contributions. This Agreement details the specifics of the restricted stock, including the number of shares, vesting schedule, and conditions for potential forfeiture.

Definitions and Interpretation

Definitions

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

- **Agreement:** Means this Restricted Stock Agreement, including all schedules and exhibits attached hereto.
- **Change of Control:** Refers to a situation where there is (a) a sale of all or substantially all of the assets of Docupal Demo, LLC; (b) a merger, consolidation, or other business combination of Docupal Demo, LLC with or into another entity; or (c) a transaction or series of related transactions in which more than 50% of the outstanding voting stock of Docupal Demo, LLC is transferred to a person or group of related persons.
- **Fair Market Value:** The fair market value of a Share shall be determined in good faith by the Board of Directors of Docupal Demo, LLC.



- **Restricted Stock:** Shares of Docupal Demo, LLC's stock granted to ACME-1 under the terms of this Agreement, subject to certain restrictions, including vesting requirements and transfer limitations.
- **Shares:** Represents the restricted stock granted to ACME-1 under this agreement, representing an equity interest in Docupal Demo, LLC.
- **Termination Date:** The date ACME-1's service with Docupal Demo, LLC terminates, regardless of the reason.
- **Vesting Date:** The date or dates on which the restrictions on the Restricted Stock lapse and the Shares become fully vested, as detailed in the vesting schedule outlined in this Agreement.

Interpretation

The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." Unless the context requires otherwise, words in the singular shall include the plural and vice versa. References to any statute, regulation, or rule shall be deemed to refer to the same as amended or replaced from time to time. Section headings are for convenience only and shall not affect the interpretation of this Agreement.

Grant of Restricted Stock

DocuPal Demo, LLC hereby grants to ACME-1, as of January 1, 2024 (the "Grant Date"), an aggregate of 10,000 shares of the Company's Class A Common Stock (the "Restricted Shares"), subject to the terms, conditions, and restrictions set forth in this Agreement. This grant is made in consideration of ACME-1's past and/or future contributions to DocuPal Demo, LLC.

The Restricted Shares represent the right to receive shares of DocuPal Demo, LLC's Class A Common Stock upon the satisfaction of the vesting conditions outlined in this Agreement. ACME-1 acknowledges that the Restricted Shares are subject to forfeiture until they have vested, as determined in accordance with the vesting schedule detailed in Section [Insert Section Number regarding Vesting Schedule].

This grant is intended to align ACME-1's interests with those of DocuPal Demo, LLC's stockholders and to incentivize continued contributions to the success of the Company. By accepting this grant, ACME-1 agrees to be bound by all the terms and conditions of this Agreement.



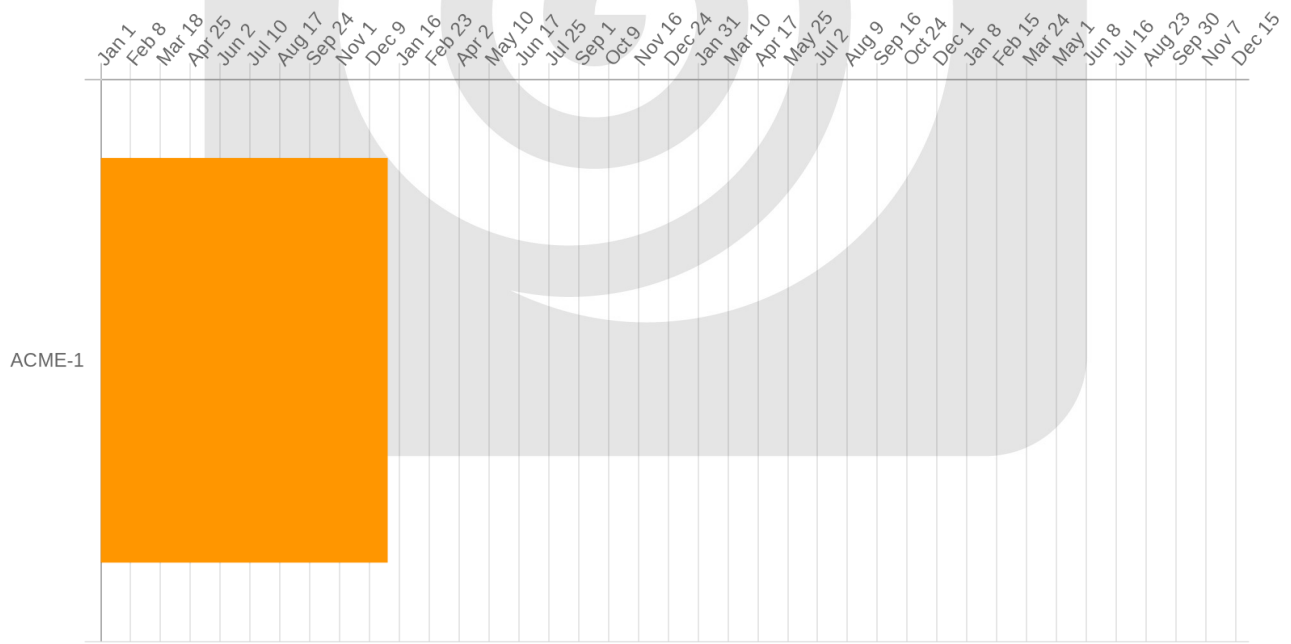
Vesting Schedule and Conditions

The shares granted under this Restricted Stock Agreement will vest according to the schedule outlined below. Vesting is contingent upon continued service with DocuPal Demo, LLC.

Vesting Schedule

The restricted stock will vest over a four-year period from the Grant Date, which is January 1, 2025. Twenty-five percent (25%) of the shares will vest on each anniversary of the Grant Date, provided Acme, Inc remains affiliated with DocuPal Demo, LLC.

Vesting Date	Percentage Vested	Cumulative Percentage Vested
January 1, 2026	25%	25%
January 1, 2027	25%	50%
January 1, 2028	25%	75%
January 1, 2029	25%	100%



Vesting Conditions

Vesting is based solely on the continued service of ACME-1 with DocuPal Demo, LLC. There are no performance-based vesting conditions associated with this grant.

Forfeiture

If ACME-1's service with DocuPal Demo, LLC terminates for any reason, all unvested shares will be immediately forfeited as of the date of termination. Vested shares will be subject to the repurchase rights of DocuPal Demo, LLC as outlined in Section [insert section number].

Restrictions on Transfer and Stock Ownership

ACME-1's ability to transfer the shares of DocuPal Demo, LLC stock is subject to certain restrictions. ACME-1 cannot sell, assign, transfer, pledge, or otherwise dispose of any of the shares without the prior written consent of DocuPal Demo, LLC. This consent may be withheld for any reason.

Right of First Refusal

Before ACME-1 can transfer any shares to a third party, DocuPal Demo, LLC has a right of first refusal. ACME-1 must first offer the shares to DocuPal Demo, LLC at the proposed transaction's price and terms. DocuPal Demo, LLC will have a specified period to accept or reject this offer. If DocuPal Demo, LLC waives this right, ACME-1 may then proceed with the transfer to the third party, subject to other applicable restrictions.

Repurchase Rights

DocuPal Demo, LLC retains the right to repurchase any or all of ACME-1's shares. This repurchase will occur at the fair market value of the shares at the time of repurchase. The determination of fair market value will be made in good faith by DocuPal Demo, LLC.



Tag-Along Rights

Major shareholders of DocuPal Demo, LLC also have tag-along rights. If ACME-1 receives an offer to sell their shares, these major shareholders have the right to participate in the sale on a pro-rata basis. This ensures that major shareholders have the opportunity to sell their shares on the same terms as ACME-1.

Rights as a Stockholder

During the Restriction Period, ACME-1 will have certain rights as a stockholder of Docupal Demo, LLC with respect to the Restricted Shares.

Voting Rights

ACME-1 is entitled to vote the Restricted Shares, even prior to vesting. Each share held by ACME-1 carries one vote.

Dividends

If the Docupal Demo, LLC Board of Directors declares a dividend on Class A Common Stock, ACME-1 will be entitled to receive dividends on the Restricted Shares. Payment of dividends is subject to the Board's discretion.

Participation Rights

ACME-1's participation rights concerning the Restricted Shares are the same as those afforded to all other holders of Docupal Demo, LLC's Class A Common Stock. This ensures equal treatment in matters of distributions and other corporate actions.

Tax Considerations and Obligations

This section outlines the tax implications associated with the restricted stock granted to ACME-1 under this Agreement. It is important for ACME-1 to understand these implications and consult with a tax advisor to determine the best course of action.



Tax Obligations of the Recipient

ACME-1, as the recipient of the restricted stock, is responsible for all applicable taxes arising from this grant. The grant of restricted stock may result in taxable income to ACME-1.

Section 83(b) Election

ACME-1 may elect to file an election under Section 83(b) of the Internal Revenue Code. This election allows ACME-1 to pay taxes on the fair market value of the shares at the time of the grant, rather than when the shares vest. The decision to make this election is solely ACME-1's responsibility. It is recommended that ACME-1 consult with a tax advisor to assess whether this election is beneficial in their specific circumstances. The 83(b) election must be filed with the IRS within 30 days of the date of grant of the restricted stock.

Tax Withholding

Docupal Demo, LLC will handle tax withholding related to the vesting of the restricted stock. This will typically be done through payroll deductions or other methods as required by law. Docupal Demo, LLC will comply with all applicable tax laws and regulations regarding withholding obligations. The specific withholding method may vary depending on ACME-1's individual circumstances and applicable laws. Docupal Demo, LLC will provide ACME-1 with the necessary documentation for tax reporting purposes.

Termination of Agreement and Forfeiture

This agreement terminates automatically upon the complete vesting of all restricted stock granted to Acme, Inc (ACME-1). It may also terminate earlier as outlined below.

Effect of Termination

Upon termination of ACME-1's employment with Docupal Demo, LLC, for any reason, all unvested shares of restricted stock will be immediately forfeited. ACME-1 will no longer have any rights to these unvested shares.



Forfeiture Conditions

In addition to termination of employment, forfeiture of both vested and unvested shares may occur if ACME-1:

- Is terminated for cause.
- Violates any company policy of Docupal Demo, LLC.

Docupal Demo, LLC will determine, in its sole discretion, whether cause exists or whether a company policy has been violated.

Company Reacquisition Rights

Docupal Demo, LLC retains the right to reacquire any forfeited shares. The terms of such reacquisition, including the price to be paid (if any), will be determined by Docupal Demo, LLC, subject to the provisions outlined elsewhere in this agreement. The company may choose not to reacquire the shares, in which case they will be cancelled.

Representations and Warranties

By Both Parties

Each party represents and warrants to the other as follows:

- **Authority:** Each party possesses the legal capacity and authority to enter into this Agreement.
- **Authorization:** The execution, delivery, and performance of this Agreement have been duly authorized by all necessary actions.
- **Enforceability:** This Agreement constitutes a valid and binding obligation, enforceable against each party in accordance with its terms.
- **No Conflict:** Entering into this Agreement does not conflict with any existing agreement or obligation of either party.
- **Understanding:** Each party has carefully read this Agreement and fully understands its terms and effects.



Miscellaneous Provisions

Governing Law

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

Amendment

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

Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on both parties.

Notices

All notices and other communications under this Agreement must be in writing. Notices are considered given when delivered personally, sent by certified or registered mail, return receipt requested, or sent by a nationally recognized overnight courier service to the addresses listed in this Agreement or as subsequently modified by written notice.

Entire Agreement

This Agreement constitutes the entire agreement between the parties. It supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter of this Agreement.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.



Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be treated as originals.

Execution and Signatures

Execution

The parties acknowledge their agreement to the terms and conditions outlined in this Restricted Stock Agreement through their signatures below.

Effective Date

This agreement is effective as of January 1, 2024 ("Effective Date") and the shares were granted on January 1, 2024 ("Grant Date").

Signatures

Docupal Demo, LLC

By: _____

Name: [Name of authorized signatory for Docupal Demo, LLC]

Title: _____

Date: _____

Acme, Inc

By: _____

Name: [Name of authorized signatory for Acme Inc]

Title: _____

Date: _____



Instructions: Each party should carefully review this agreement. By signing, each party confirms that they have read, understood, and agree to all the terms and conditions. Please ensure that the authorized signatories sign and date this document in the spaces provided above, indicating their official acceptance on behalf of their respective organizations.

