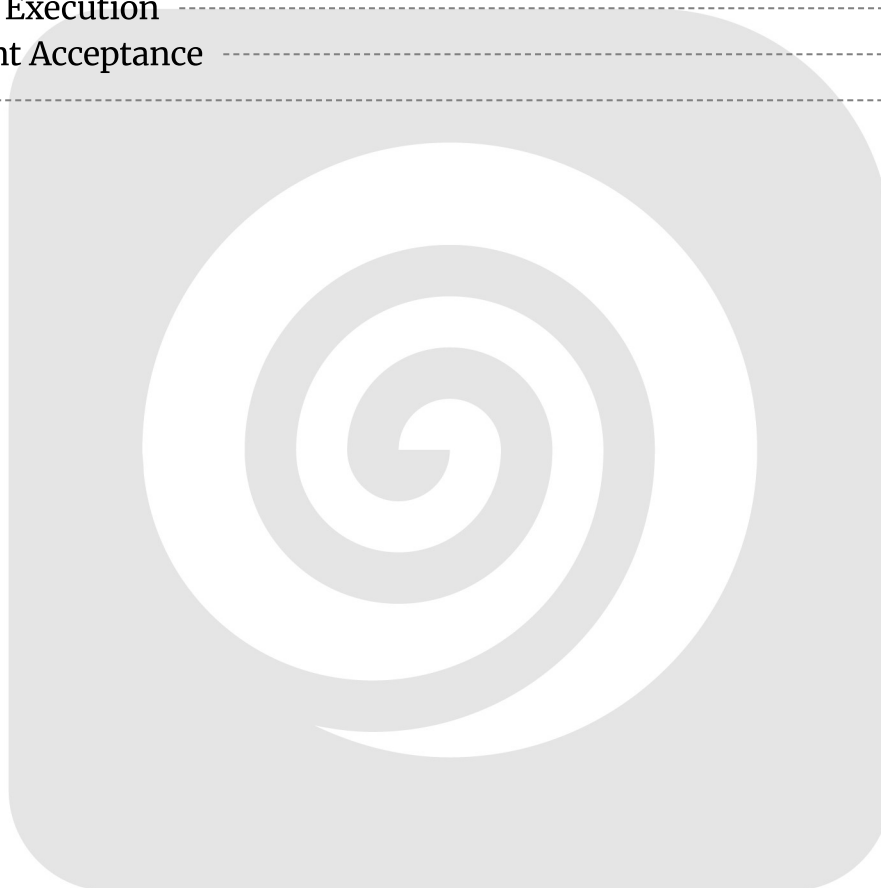


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Introduction and Purpose

This Phantom Stock Agreement (the "Agreement") is made and entered into as of 2025-08-09, by and between Docupal Demo, LLC, a United States company with an address at 23 Main St, Anytown, CA 90210 ("Company"), and ACME-1, a business entity located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Employee").

Purpose of the Agreement

The purpose of this Agreement is to establish the terms and conditions under which the Company will grant phantom stock to the Employee. Phantom stock represents a contractual right for the Employee to receive future payments based on the value of a specified number of the Company's shares. It is designed to incentivize and retain the Employee by aligning their interests with the Company's long-term success. Unlike actual stock, phantom stock does not confer ownership, voting rights, or dividend entitlements. This Agreement serves as a key component of the Company's employee incentive planning.

Definitions and Interpretation

Definitions

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

- **Phantom Stock Unit:** Refers to a notional unit representing the value of one share of Docupal Demo, LLC's stock, without conferring actual equity ownership.
- **Vesting Date:** Signifies the date or dates on which the Participant's right to receive payment for Phantom Stock Units becomes unconditional, subject to the terms of this Agreement.
- **Fair Market Value:** Means the value of one share of Docupal Demo, LLC's stock, as determined in good faith by the Company's management, considering factors such as financial performance, market conditions, and comparable



company valuations.

- **Termination Date:** Represents the date on which the Participant's employment with ACME-1 ceases, regardless of the reason for termination.
- **Change of Control:** Defines an event where there is a change in the ownership or control of Docupal Demo, LLC, such as a merger, acquisition, or sale of substantially all assets.

Interpretation

The definitions provided clarify the conditions under which ACME-1 employees may receive payment, the timing of such payments, and the events that trigger or terminate those rights. These definitions are to be interpreted within the full context of this Phantom Stock Agreement.

Grant of Phantom Stock Units

DocuPal Demo, LLC ("the Company") hereby grants to ACME-1 ("the Employee"), ten thousand (10,000) phantom stock units (the "Units"). This grant is effective as of August 9, 2025 (the "Grant Date").

Nature of the Grant

These Units represent the right to receive a future payment based on the value of an equivalent number of shares of the Company's common stock, subject to the terms and conditions outlined in this Agreement. The Units do not represent actual ownership of DocuPal Demo, LLC stock, nor do they grant the Employee any rights as a stockholder, including voting rights or rights to dividends.

Initial Valuation

The initial fair market value of the phantom stock units is based on the fair market value of DocuPal Demo, LLC's common stock as determined by the Board of Directors as of the Grant Date. This valuation serves as the baseline for calculating any future payments to the Employee under this Agreement.



Vesting and Conditions

The grant of these Units is conditioned upon the Employee's continued employment with ACME-1. The specific vesting schedule and any additional conditions are detailed in the Vesting Schedule section of this Agreement.

Vesting Schedule and Conditions

The Phantom Stock Units granted under this Agreement shall vest over a four (4) year period from the Grant Date. Vesting is contingent upon your continued service with ACME-1.

Vesting Schedule

The Phantom Stock Units will vest in four (4) equal annual installments, with twenty-five percent (25%) of the Units vesting on each anniversary of the Grant Date, provided you remain continuously employed by ACME-1 through each such vesting date.

For clarity, the vesting schedule is as follows:

- **First Anniversary:** 25% of the Phantom Stock Units vest
- **Second Anniversary:** An additional 25% of the Phantom Stock Units vest
- **Third Anniversary:** An additional 25% of the Phantom Stock Units vest
- **Fourth Anniversary:** The remaining 25% of the Phantom Stock Units vest

Vesting Conditions

Vesting of the Phantom Stock Units is conditional upon your continuous employment with ACME-1. If your employment terminates for any reason (whether voluntary or involuntary) prior to a vesting date, you will forfeit any unvested Phantom Stock Units as of the date of termination, except as otherwise provided in the Change of Control section below.

Accelerated Vesting

In the event of a Change of Control of ACME-1, as defined in this Agreement, all of your unvested Phantom Stock Units shall immediately become fully vested. This accelerated vesting is intended to provide you with certain benefits in the event of a



significant corporate transaction.

Payout Terms and Calculation

Phantom stock units will result in a cash payout to the participant upon the occurrence of certain events. These triggering events include a Change of Control of DocuPal Demo, LLC, termination of the participant's employment (subject to any applicable vesting conditions), or as otherwise determined by the Board of Directors of DocuPal Demo, LLC.

Payout Calculation

The value of the payout will be determined by the fair market value (FMV) of DocuPal Demo, LLC's common stock on the date the triggering event occurs. This FMV will then be multiplied by the number of vested phantom stock units held by the participant.

Payout Value = Fair Market Value per Share × Number of Vested Phantom Stock Units

For example, if the fair market value of a share of DocuPal Demo, LLC common stock is \$100, and a participant holds 500 vested phantom stock units, the payout value would be \$50,000.

Example:

Payout Value = \$100 (Fair Market Value per Share) × 500 (Vested Phantom Stock Units) = \$50,000

The following is a hypothetical payout growth chart.

Payout Timing

Following a triggering event, DocuPal Demo, LLC will make the cash payout to the participant within 60 days. This timeframe allows for the determination of the final fair market value and the processing of the payment. The payment will be made in USD, the base currency of DocuPal Demo, LLC.



Tax Considerations

Tax Implications of Phantom Stock

This section outlines the tax implications associated with the phantom stock units granted under this Agreement.

Employee Tax Obligations

Upon payout, the recipient of phantom stock will be responsible for all applicable taxes. This includes both income tax and employment taxes (such as Social Security and Medicare) on the full amount of the payout. The payout will be treated as ordinary income for tax purposes.

DocuPal Demo, LLC Tax Responsibilities

DocuPal Demo, LLC will report the phantom stock payout as taxable income to the recipient. We will withhold all applicable taxes, including income tax, Social Security, and Medicare, from the payout amount. DocuPal Demo, LLC will handle remitting these withheld taxes to the appropriate government authorities. As the grantor, DocuPal Demo, LLC will be able to deduct the amount paid as compensation expense for income tax purposes.

Termination and Forfeiture

This section outlines the treatment of Phantom Stock Units upon the Participant's termination of employment with Docupal Demo, LLC.

General Forfeiture Rule

Upon the termination of the Participant's employment for any reason, all unvested Phantom Stock Units will be immediately forfeited. The Participant will have no further rights with respect to these unvested units.



Exceptions to Forfeiture

The Board of Directors of Docupal Demo, LLC, retains the discretion to determine whether exceptions to the general forfeiture rule will be applied in certain circumstances. These circumstances may include:

- **Retirement:** The Board may decide to allow continued vesting or other treatment of Phantom Stock Units upon the Participant's retirement.
- **Disability:** In the event of the Participant's disability, the Board may determine that the Participant's Phantom Stock Units will be treated differently than a standard termination.
- **Death:** The Board may make special provisions regarding the Phantom Stock Units in the event of the Participant's death.

Termination for Cause vs. Voluntary Resignation

If the Participant's employment is terminated for cause, all Phantom Stock Units, whether vested or unvested, will be immediately forfeited. If the Participant voluntarily resigns, the standard forfeiture rule for unvested units will apply. However, vested units will remain subject to the terms of this Agreement.

Change of Control Provisions

This section outlines the treatment of Phantom Stock Units in the event of a Change of Control of Docupal Demo, LLC ("the Company"). A Change of Control includes, but is not limited to, a merger, consolidation, sale of substantially all assets, or other similar transactions where the Company's ownership or control changes.

Vesting Acceleration

Upon a Change of Control, all unvested Phantom Stock Units held by a Participant will immediately become fully vested. This means that the Participant will be entitled to receive a payout for all of their Phantom Stock Units, regardless of the original vesting schedule.



Payout Trigger

A Change of Control will trigger a payout event for all vested Phantom Stock Units. Participants will receive a cash payment equal to the fair market value of the equivalent number of shares of the Company's common stock represented by their Phantom Stock Units. The fair market value will be determined by an independent valuation firm selected by the Company.

Participant Protections

Participants are entitled to receive payouts based on the fair market value of the stock upon a Change of Control. Participants also have the right to receive information about the Phantom Stock Plan, including details about the valuation process and payout calculations. The Company will provide reasonable notice to Participants regarding any Change of Control event and its impact on their Phantom Stock Units. The Company will act in good faith and in a manner that protects the interests of the Participants during a Change of Control.

Rights of Participants

Participants in this Phantom Stock Agreement possess rights as defined and limited by the terms outlined within this document. These rights are specifically related to the appreciation in value of the Company's stock, as reflected in the phantom stock units awarded.

Absence of Shareholder Rights

It is important to clarify that holding phantom stock units does not grant participants the rights typically associated with shareholders.

- **No Voting Rights:** Participants are not entitled to vote on any matters presented to the Company's shareholders. The phantom stock units do not confer any voting rights whatsoever.
- **No Dividends:** Participants are not entitled to receive dividends or any equivalent distributions that may be paid to actual shareholders of the Company.



Communication of Rights

The full scope of participant rights is communicated through the terms of this Phantom Stock Agreement. Any summary plan descriptions provided will further clarify these rights. Participants are encouraged to carefully review these documents to fully understand their rights and obligations.

Administration of the Plan

The Board of Directors of Docupal Demo, LLC will administer this Phantom Stock Agreement (the "Plan"). The Board has full authority to manage and interpret the Plan's provisions. This includes the power to make all determinations regarding eligibility, valuation, and the number of Phantom Stock Units to be granted.

Authority and Adjustments

The administrator can make necessary adjustments to the Plan. These adjustments ensure compliance with laws and regulations. They also account for changes in Docupal Demo, LLC's capital structure. The Board's decisions regarding the Plan are final and binding on all parties.

Dispute Resolution

Any dispute relating to the Plan's interpretation or administration will be resolved through binding arbitration. Arbitration will occur in accordance with the laws of the State of Delaware.

Confidentiality and Non-Assignment

Confidentiality

Participant acknowledges that they will have access to confidential information about Docupal Demo, LLC ("the Company"). This information is proprietary and valuable to the Company. Participant agrees to keep all Company information confidential. This includes, but is not limited to, financial data, business strategies,



and customer information. Any breach of this confidentiality may result in forfeiture of phantom stock units. The Company may also pursue legal action to protect its interests.

Non-Assignment

The phantom stock units granted under this Agreement are personal to the Participant. Participant is expressly prohibited from assigning or transferring any rights or obligations under this Agreement. This includes, but is not limited to, selling, gifting, or otherwise encumbering the phantom stock units. Any attempt to assign or transfer phantom stock units will be void.

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 executed by DocuPal Demo, LLC.

Notices

All notices and other communications under this Agreement must be in writing. Notices will be considered duly given when delivered via email and certified mail to the addresses listed below:

If to DocuPal Demo, LLC:

23 Main St, Anytown, CA 90210 **If to ACME-1:**

3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA



Signatures and Execution

This Phantom Stock Agreement shall be effective as of the date of the last signature below.

Company Execution

DocuPal Demo, LLC has duly executed this Agreement as of the date set forth below.

Signature:	
Name:	
Title:	Chief Executive Officer
Date:	

Participant Acceptance

The Participant acknowledges and agrees to the terms and conditions of this Agreement by signing below.

Signature:		
Name:		
Date:		

Witness

Signature:		
Name:		
Date:		

Instructions: The parties are required to sign and date this Phantom Stock Agreement to indicate their agreement to all terms and conditions. A witness must also sign and date, attesting to the authenticity of the signatures. This agreement becomes effective on the date of the last signature.

