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# Introduction and Purpose

## Introduction

This Equity Investment 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 place of business at 23 Main St, Anytown, CA 90210 ("Docupal"), and Acme, Inc, also known as ACME-1, a business organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Investor").

## Purpose of the Agreement

The purpose of this Agreement is to set forth the terms and conditions under which Investor will invest in Docupal. This investment will be in exchange for equity in Docupal. This document details the rights, responsibilities, and obligations of both Docupal and Investor with respect to this investment. It aims to formalize the agreement between the parties and ensure a clear understanding of the investment terms.

## Definitions and Interpretation

### Definitions

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- **Agreement** means this Equity Investment Agreement, including all schedules and appendices attached to it.
- **ACME-1** means Acme, Inc, a company incorporated in the United States, with its registered address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.
- **Base Currency** means USD, the official currency of the United States.



- **Docupal Demo, LLC** means a limited liability company incorporated in the United States, with its registered address at 23 Main St, Anytown, CA 90210.
- **Equity Investment** means the investment made by ACME-1 in Docupal Demo, LLC, as detailed in this Agreement.

## Interpretation

In this Agreement, unless the context otherwise requires:

- Words importing the singular include the plural and vice versa.
- Words importing a gender include every gender.
- References to persons include bodies corporate, unincorporated associations, and partnerships.
- The headings are for convenience only and do not affect the interpretation of this Agreement.
- The schedules and appendices form part of this Agreement and shall have the same force and effect as if they were set out in the body of this Agreement.
- Any reference to a statute or statutory provision shall be construed as a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- Any phrase introduced by the terms "include", "including", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## Capital Contribution and Share Issuance

### Capital Contribution

ACME-1 will contribute USD 1,000,000 (the "Investment Amount") to Docupal Demo, LLC. The Investment Amount will be paid in cash. The payment will be made to Docupal Demo, LLC on the Closing Date. The Closing Date is defined as August 16,



2025. Funds must be transferred via wire transfer to an account designated by Docupal Demo, LLC. Docupal Demo, LLC will provide ACME-1 with the necessary bank account details at least five (5) business days before the Closing Date.

## Share Issuance

In exchange for the Investment Amount, Docupal Demo, LLC will issue 1,000,000 shares of its common stock (the "Shares") to ACME-1. The Shares will represent 10% of the fully diluted capitalization of Docupal Demo, LLC immediately following the Closing. The Shares will be duly authorized, validly issued, fully paid, and non-assessable.

Item	Detail
Investor	ACME-1
Investment	USD 1,000,000
Shares Issued	1,000,000
Share Type	Common Stock
Ownership	10%
Closing Date	August 16, 2025

## Closing Procedures

The issuance of the Shares will occur simultaneously with the receipt of the Investment Amount on the Closing Date. Docupal Demo, LLC will deliver to ACME-1 a stock certificate or other evidence of ownership representing the Shares. The share certificate will be registered in the name of ACME-1. Docupal Demo, LLC will update its register of members to reflect the issuance of the Shares to ACME-1. All necessary corporate actions to authorize and issue the Shares will be completed by Docupal Demo, LLC prior to the Closing Date.

## Use of Funds

Docupal Demo, LLC will use the Investment Amount for general corporate purposes. These purposes include, but are not limited to, product development, sales and marketing, and working capital. Docupal Demo, LLC will manage the funds responsibly and in accordance with sound business practices. ACME-1 will have the right to receive regular updates on the use of the Investment Amount.



# Shareholders' Rights and Obligations

This section outlines the rights, privileges, and obligations of ACME-1 as a shareholder of Docupal Demo, LLC, following the completion of the investment.

## Rights and Privileges

As a shareholder, ACME-1 will have the following rights:

- **Right to Dividends:** ACME-1 is entitled to receive dividends if and when declared by the Docupal Demo, LLC Board of Directors. The dividends will be distributed proportionally based on ACME-1's equity ownership percentage.
- **Right to Information:** ACME-1 has the right to access relevant information about Docupal Demo, LLC, including financial statements, operational reports, and other material documents. This access will be subject to reasonable confidentiality restrictions and will be provided in a timely manner.
- **Right to Participate in Governance:** ACME-1 will have the right to participate in the governance of Docupal Demo, LLC through its voting rights and the right to appoint a representative to the Board of Directors, subject to maintaining a minimum equity threshold as defined in subsequent sections.

## Voting Rights

ACME-1's voting rights will be directly proportional to its equity ownership in Docupal Demo, LLC. ACME-1 will be entitled to vote on all matters submitted to a vote of the shareholders, including:

- Election of directors
- Amendments to the Articles of Organization
- Mergers, acquisitions, or other significant corporate transactions
- Sale of all or substantially all of Docupal Demo, LLC's assets

## Transfer Restrictions

To maintain the stability of Docupal Demo, LLC's ownership structure and ensure compliance with securities laws, ACME-1's ability to transfer its shares will be subject to certain restrictions:



- **Right of First Refusal:** Before transferring any shares to a third party, ACME-1 must first offer those shares to Docupal Demo, LLC and its existing shareholders at the same price and terms offered to the third party.
- **Tag-Along Rights:** If a majority shareholder of Docupal Demo, LLC proposes to transfer a controlling stake to a third party, ACME-1 will have the right to participate in that sale on a pro-rata basis.
- **Lock-up Period:** ACME-1 agrees not to transfer, sell, or otherwise dispose of its shares for a period of one year from the closing date of this agreement, subject to certain exceptions as may be approved by the Board of Directors.

## Obligations

As a shareholder, ACME-1 will have the following obligations:

- **Capital Contributions:** ACME-1 is obligated to contribute the agreed-upon investment amount as outlined in this agreement, according to the specified schedule.
- **Compliance with Laws:** ACME-1 must comply with all applicable laws and regulations related to its ownership of shares in Docupal Demo, LLC.
- **Confidentiality:** ACME-1 is obligated to maintain the confidentiality of sensitive information it receives as a shareholder, in accordance with the terms of a separate confidentiality agreement.
- **Duty of Good Faith:** ACME-1 agrees to act in good faith and in a manner it reasonably believes to be in the best interests of Docupal Demo, LLC and its shareholders.
- **Information Disclosure:** ACME-1 will provide Docupal Demo, LLC with any information reasonably requested to ensure compliance with legal and regulatory requirements. This includes, but is not limited to, information related to beneficial ownership and tax reporting.
- **Voting:** ACME-1 will exercise its voting rights responsibly and with due consideration for the interests of Docupal Demo, LLC and all its shareholders. ACME-1 will abstain from voting on any matter where it has a conflict of interest, or disclose it promptly.

## Governance and Management

DocuPal Demo, LLC will maintain a governance structure that ensures effective oversight and strategic direction, particularly with ACME-1's investment.



## Board of Directors

The Board of Directors will be responsible for overseeing the management and strategic direction of DocuPal Demo, LLC. The Board will consist of three (3) members. DocuPal Demo, LLC will appoint two (2) members. ACME-1 will have the right to appoint one (1) member to the Board of Directors.

## Board Meetings

The Board will meet at least quarterly. Meetings can occur in person or via electronic means. A quorum will consist of two-thirds of the directors. ACME-1's appointed director's presence is required for a quorum.

## Decision-Making

Key decisions, including but not limited to, changes in business strategy, major investments, and the appointment of executive officers, will require the approval of the Board of Directors. Certain significant matters, as defined in subsequent agreements, will require the affirmative vote of ACME-1's appointed director.

## Management Roles

The day-to-day management of DocuPal Demo, LLC will be led by the executive team, including the Chief Executive Officer (CEO). The CEO will report to the Board of Directors and will be responsible for implementing the company's strategic plan and managing its operations. The executive team's performance will be regularly reviewed by the Board.

## Information Rights

ACME-1, as an investor, will have certain information rights to ensure transparency and to allow it to monitor its investment. This includes access to regular financial reports, operational updates, and the right to inspect the company's books and records. Specific reporting requirements and the frequency of reports will be further detailed in the Investor Rights Agreement.



## Observer Rights

Until ACME-1 has a board seat, ACME-1 shall have the right to appoint an observer to attend all meetings of the Board of Directors. The observer shall receive all notices, minutes, consents, and other materials provided to the directors. The observer will not have voting rights.

## Dividend Policy

Docupal Demo, LLC will adhere to the following dividend policy concerning distributions to ACME-1 as a holder of equity within the company.

### Declaration of Dividends

The declaration of any dividends will be determined by Docupal Demo, LLC's board of directors. The board will evaluate the company's financial performance, future capital needs, and overall strategic objectives. Dividends are not guaranteed. The decision to declare them will be made at the board's discretion. The board will consider factors such as current profitability, cash flow, and investment opportunities.

### Distribution of Dividends

If a dividend is declared, it will be distributed to equity holders in proportion to their respective equity holdings. ACME-1 will receive its share of the dividend based on the percentage of equity it holds in Docupal Demo, LLC at the record date set by the board. Dividends will be distributed in US dollars, unless otherwise agreed upon by the board. The method of payment will be determined by Docupal Demo, LLC, and may include wire transfer or other electronic means.

### Reinvestment of Dividends

ACME-1 has the option to reinvest any dividends received back into Docupal Demo, LLC. The terms of any such reinvestment, including the valuation of the equity, will be subject to negotiation and agreement between Docupal Demo, LLC and ACME-1 at the time of reinvestment. This option is not an obligation. ACME-1 may choose to



receive dividends in cash instead. The company will provide ACME-1 with reasonable notice prior to any dividend payment, to allow ACME-1 to elect whether to reinvest the dividends.

# Representations and Warranties

## Representations and Warranties of DocuPal Demo, LLC

DocuPal Demo, LLC, a limited liability company formed in the United States, represents and warrants to ACME-1 as of the date of this Agreement that the following statements are true and correct:

- **Organization and Standing:** DocuPal Demo, LLC is duly organized, validly existing, and in good standing under the laws of the United States. DocuPal Demo, LLC possesses all requisite power and authority to own its properties and conduct its business as now conducted.
- **Authorization:** The execution, delivery, and performance of this Agreement are within the powers of DocuPal Demo, LLC and 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, and similar laws affecting creditors' rights generally.
- **Capitalization:** The current capitalization of DocuPal Demo, LLC is as disclosed to ACME-1.
- **Title to Assets:** DocuPal Demo, LLC has good and marketable title to its assets, free and clear of all liens, claims, and encumbrances, except for those that have been disclosed.
- **Financial Statements:** The financial statements of DocuPal Demo, LLC provided to ACME-1 fairly present the financial condition and results of operations of DocuPal Demo, LLC as of the dates and for the periods indicated.
- **Compliance with Laws:** DocuPal Demo, LLC is in compliance with all applicable laws, regulations, and orders of governmental authorities.
- **Litigation:** There are no pending or threatened legal actions against DocuPal Demo, LLC that could reasonably be expected to have a material adverse effect on its business, financial condition, or results of operations.



## Representations and Warranties of ACME-1

ACME-1, a corporation formed in United States, represents and warrants to DocuPal Demo, LLC as of the date of this Agreement that the following statements are true and correct:

- **Organization and Standing:** ACME-1 is duly organized, validly existing, and in good standing under the laws of United States. ACME-1 possesses all requisite power and authority to own its properties and conduct its business as now conducted.
- **Authorization:** The execution, delivery, and performance of this Agreement are within the powers of ACME-1 and have been duly authorized by all necessary 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, and similar laws affecting creditors' rights generally.
- **Investment Purpose:** ACME-1 is acquiring the Equity for its own account for investment purposes and not with a view to, or for sale in connection with, any distribution thereof.
- **Accredited Investor:** ACME-1 is an accredited investor as defined in Regulation D under the Securities Act of 1933.
- **Funds Available:** ACME-1 has sufficient funds available to fulfill its obligations under this Agreement, including the payment of the Investment Amount.

## Conditions Precedent and Closing

### Conditions Precedent to Closing

ACME-1's obligation to purchase the Equity Shares at the Closing is subject to the satisfaction, or waiver by ACME-1, of the following conditions on or before the Closing Date:

1. **Representations and Warranties:** The representations and warranties made by Docupal Demo, LLC in this Agreement must be true and correct in all material respects as of the Closing Date, with the same effect as though made at that time.
2. **Performance:** Docupal Demo, LLC must have performed and complied with all covenants and agreements required by this Agreement to be performed or complied with by it on or before the Closing Date.



3. **No Material Adverse Change:** There must have been no Material Adverse Change in the business, operations, financial condition, or prospects of Docupal Demo, LLC since the date of this Agreement.
4. **Due Diligence:** ACME-1 shall have completed its due diligence review of Docupal Demo, LLC to its satisfaction.
5. **Legal Opinions:** ACME-1 shall have received legal opinions from counsel for Docupal Demo, LLC, in form and substance reasonably satisfactory to ACME-1 and its counsel.
6. **Consents and Approvals:** All necessary consents, waivers, and approvals from governmental authorities and other third parties required for the consummation of the transactions contemplated by this Agreement must have been obtained.

## Closing

The closing of the purchase and sale of the Equity Shares (the "Closing") will take place on 2025-09-08, at the offices of Docupal Demo, LLC, 23 Main St, Anytown, CA 90210, or at such other time and place as Docupal Demo, LLC and ACME-1 may agree upon in writing (the "Closing Date").

At the Closing, the following actions shall occur:

1. **Delivery of Equity Shares:** Docupal Demo, LLC will deliver to ACME-1 certificates representing the Equity Shares, duly endorsed for transfer or accompanied by stock powers duly executed in blank, against payment of the Purchase Price.
2. **Payment of Purchase Price:** ACME-1 will deliver to Docupal Demo, LLC the Purchase Price via wire transfer to an account designated by Docupal Demo, LLC.
3. **Execution of Documents:** Both Docupal Demo, LLC and ACME-1 will execute and deliver any additional documents reasonably necessary to effectuate the transactions contemplated by this Agreement.
4. **Board Representation:** Docupal Demo, LLC will take all necessary actions to appoint ACME-1's designee to the Board of Directors, if applicable as per agreed terms.
5. **Updated Cap Table:** Docupal Demo, LLC will deliver an updated capitalization table reflecting the issuance of the Equity Shares to ACME-1.
6. **Other Deliverables:** Any other documents or instruments required to be delivered by either party under this Agreement shall be delivered at the Closing.



# Exit Rights and Transfer Mechanisms

This section outlines the exit rights and transfer mechanisms applicable to ACME-1's investment in DocuPal Demo, LLC. It details the conditions under which ACME-1 can exit its investment and the procedures governing the transfer of its shares.

## Buyback Rights

DocuPal Demo, LLC may, at its discretion, exercise a right to buy back ACME-1's shares under certain circumstances. The buyback price will be determined based on a mutually agreed-upon valuation at the time of the buyback, or as otherwise stipulated in a separate agreement. The specific triggers for a buyback, such as a change in control of ACME-1 or a material breach of this Agreement by ACME-1, will be documented in writing.

## Tag-Along Rights

In the event that the founders or majority shareholders of DocuPal Demo, LLC propose to transfer a controlling stake in the company to a third party, ACME-1 will have tag-along rights. These rights allow ACME-1 to participate in the sale and sell its shares to the same third party on a pro-rata basis and on the same terms and conditions. This ensures that ACME-1 has the opportunity to exit its investment alongside the founders or majority shareholders, should they choose to sell their stake.

## Drag-Along Rights

If a majority of the shareholders of DocuPal Demo, LLC, including the founders, approve a sale of the company to a third party, ACME-1 will be subject to drag-along rights. These rights enable the majority shareholders to compel ACME-1 to sell its shares to the third party on the same terms and conditions as the majority. This provision ensures that a sale of the company can proceed smoothly, even if some minority shareholders are not in favor of the transaction.

## Transfer Restrictions

ACME-1's ability to transfer its shares in DocuPal Demo, LLC is subject to certain restrictions. These restrictions are in place to maintain control over the company's shareholder base and ensure compliance with securities laws.



**Permitted Transfers:** Transfers to affiliates of ACME-1 are permitted, provided that the affiliate agrees to be bound by the terms of this Agreement.

**Right of First Refusal:** Before transferring shares to a third party, ACME-1 must offer DocuPal Demo, LLC and its existing shareholders the right of first refusal to purchase the shares on the same terms and conditions offered to the third party.

**Lock-up Period:** ACME-1's shares may be subject to a lock-up period, during which they cannot be transferred without the consent of DocuPal Demo, LLC. The duration of the lock-up period will be specified in a separate agreement or schedule.

## Other Considerations

All transfers of shares are subject to compliance with applicable securities laws and regulations. DocuPal Demo, LLC will maintain a register of shareholders, reflecting all transfers of shares. The company will not recognize any transfer that is not in compliance with the terms of this Agreement.

# Confidentiality

## Definition of Confidential Information

"Confidential Information" means any non-public, confidential, or proprietary information disclosed by either DocuPal Demo, LLC or ACME-1 (the "Disclosing Party") to the other (the "Receiving Party"), whether disclosed orally or disclosed or accessed in written, electronic, or other form, relating to the Disclosing Party or its business. Confidential Information includes, but is not limited to, financial information, business strategies, customer lists, operational plans, technical data, product designs, and trade secrets.

## Obligations of Confidentiality

The Receiving Party shall protect the Disclosing Party's Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature, but no less than a reasonable degree of care. The Receiving Party will only use the Confidential Information for the purpose of evaluating and implementing the Equity Investment Agreement. The Receiving Party must limit



access to the Disclosing Party's Confidential Information to its employees, agents, and consultants who need to know such information for the Purpose and who are bound by confidentiality obligations no less protective than those contained herein.

## Exceptions

The obligations of confidentiality do not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known to the Receiving Party prior to its disclosure by the Disclosing Party; (c) is rightfully obtained by the Receiving Party from a third party without any obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

## Required Disclosure

If the Receiving Party is required by law, regulation, or legal process to disclose any Confidential Information, it shall provide prompt written notice to the Disclosing Party to allow the Disclosing Party to seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, the Receiving Party shall disclose only that portion of the Confidential Information that it is legally required to disclose.

## Dispute Resolution

The parties will try to resolve any disputes arising from this Equity Investment Agreement amicably.

### Informal Resolution

First, the parties' representatives will meet and negotiate in good faith to resolve the dispute. This will happen before starting any formal legal proceedings.

### Mediation

If informal negotiation fails, the parties agree to try mediation. They will jointly appoint a mediator. The mediation will take place in Anytown, CA. The costs of mediation will be split equally between the parties.



## Arbitration

If mediation is unsuccessful, any unresolved dispute will be settled by binding arbitration. The arbitration will be conducted under the rules of the American Arbitration Association. One arbitrator will conduct the arbitration. The location of the arbitration will be Anytown, CA. The arbitrator's decision will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

## Governing Law and Jurisdiction

This Equity Investment Agreement is governed by and construed under the laws of the State of California, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in California for any legal action or proceeding arising out of or relating to this agreement.

## Miscellaneous Provisions

### Amendments

This Agreement may only be amended by a written instrument signed by Docupal Demo, LLC and ACME-1. Any amendment will be effective only if it is in writing and signed by authorized representatives of both parties.

### Notices

All notices related to this Agreement must be in writing. Notices are considered duly given when delivered personally, sent by certified mail (return receipt requested), or sent by a nationally recognized overnight courier 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

Either party may change its notification address by giving written notice to the other party.



## Governing Law

The laws of the United States govern this Agreement, without regard to its conflict of laws principles.

## Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 concerning the subject matter herein. It supersedes all prior and contemporaneous agreements, discussions, and understandings, both written and oral, between the parties. No other agreements apply unless explicitly stated within this document.

## Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that achieves the original intent. The intent is to maintain as much of the original agreement as possible.

## Counterparts

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. The parties may exchange signature pages electronically, and such signatures will have the same effect as original signatures.

## Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any attempted assignment without such consent will be void. This ensures that both Docupal Demo, LLC and ACME-1 maintain control over their respective commitments.



## Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, or other events beyond the reasonable control of the party. The affected party will notify the other party promptly of such event and will use reasonable efforts to mitigate the impact of such event.

## Schedules and Exhibits

The following Schedules and Exhibits are attached to this Equity Investment Agreement. They form an integral part of the agreement. They are incorporated by reference.

### Schedules

- **Schedule 1** - Capitalization Table: Current capitalization of DocuPal Demo, LLC, showing all issued and outstanding equity securities.
- **Schedule 2** - Investor Rights Agreement: Details the rights granted to ACME-1 as an investor, including information rights, preemptive rights, and registration rights.
- **Schedule 3** - Form of Investor Joinder Agreement: Standard agreement for new investors to adhere to the Investor Rights Agreement.

### Exhibits

- **Exhibit A** - DocuPal Demo, LLC's Certificate of Incorporation: The current certificate of incorporation of DocuPal Demo, LLC, as filed with the relevant authorities.
- **Exhibit B** - Confidentiality Agreement: Agreement outlining the confidential information shared between DocuPal Demo, LLC and ACME-1.
- **Exhibit C** - Financial Statements: The most recent financial statements of DocuPal Demo, LLC, including balance sheets, income statements, and cash flow statements.
- **Exhibit D** - Intellectual Property: List of all patents, trademarks, copyrights, and other intellectual property owned or licensed by DocuPal Demo, LLC.
- **Exhibit E** - Escrow Agreement: Terms and conditions for the escrow of funds related to this investment.