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Introduction and Purpose

This Share Subscription Agreement (the "Agreement") is made and entered into as of 2025-08-09.

Parties

The parties to this Agreement are 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 ("Company"), and Acme, Inc ("ACME-1"), a business entity organized under the laws of United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Subscriber").

Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the Company shall issue and the Subscriber shall subscribe for and purchase shares of the Company. Specifically, ACME-1 desires to purchase 1,000,000 common shares of DocuPal Demo, LLC at a price of \$1.00 per share, for a total subscription amount of \$1,000,000. This Agreement details the rights and obligations of both parties with respect to this share subscription.

Definitions and Interpretation

Definitions

In this Agreement, the following terms have the meanings set out below:

- **Shares** means the 1,000,000 common shares of DocuPal Demo, LLC, which ACME-1 has agreed to subscribe for pursuant to this Agreement.
- **Subscription Price** means \$1.00 per Share, for an aggregate subscription price of \$1,000,000.
- **Closing Date** means the date on which the subscription of the Shares is completed, as detailed in Section [Insert Section Number].



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.
- References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, or re-enacted.
- 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.

Subscription Details and Share Issuance

Subscription for Shares

DocuPal Demo, LLC will issue to ACME-1, and ACME-1 will subscribe for, 1,000,000 common shares of DocuPal Demo, LLC (the "Shares"). This subscription is subject to the terms and conditions outlined in this Agreement.

Subscription Price

The subscription price for the Shares is \$1.00 per share. The aggregate subscription price for the 1,000,000 Shares is \$1,000,000 (the "Subscription Price").

Payment Terms

ACME-1 will pay the Subscription Price in full upon the execution of this Agreement. The payment must be made in United States Dollars (USD) to an account designated by DocuPal Demo, LLC.



Allotment of Shares

Upon receipt of the full Subscription Price, DocuPal Demo, LLC will allot the Shares to ACME-1. The shares will be issued electronically. DocuPal Demo, LLC will update its register of members to reflect ACME-1's ownership of the Shares promptly after allotment.

Share Certificate

Following the allotment of Shares and the update to the register of members, DocuPal Demo, LLC will issue a share certificate or provide electronic confirmation to ACME-1, evidencing ACME-1's ownership of the Shares. The certificate or confirmation will include the number of Shares held, the class of Shares, and the date of issue.

Conditions Precedent

The obligation of ACME-1 to purchase the Shares under this Agreement is subject to the fulfillment of the following conditions precedent on or before the Closing Date. If these conditions are not satisfied or waived in writing by ACME-1, ACME-1 may terminate this Agreement without any liability to DocuPal Demo, LLC.

Conditions Related to Approvals

DocuPal Demo, LLC must obtain all necessary approvals for the issuance and sale of the Shares. This includes, but is not limited to, approval from the DocuPal Demo, LLC Board of Directors. Evidence of such approval must be provided to ACME-1 prior to the Closing Date.

No Material Adverse Change

There shall have been no material adverse change in the business, financial condition, or prospects of DocuPal Demo, LLC from the date of this Agreement to the Closing Date. ACME-1 will assess any changes and determine in its sole discretion whether a material adverse change has occurred.



Accuracy of Representations and Warranties

All 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. ACME-1 shall have the right to verify the accuracy of these representations and warranties prior to the Closing Date.

Delivery of Documents

DocuPal Demo, LLC shall deliver all required documents as specified in this Agreement to ACME-1 on or before the Closing Date. These documents include, but are not limited to, the updated capitalization table of DocuPal Demo, LLC and any other documents reasonably requested by ACME-1 to complete the transaction.

Legal Compliance

DocuPal Demo, LLC must have complied with all applicable laws, regulations, and orders relevant to the issuance and sale of the Shares. ACME-1 reserves the right to seek legal confirmation of such compliance.

Representations and Warranties of the Company

DocuPal Demo, LLC represents and warrants to ACME-1 as follows, acknowledging that ACME-1 is relying on these representations and warranties when entering into this Agreement:

Organization and Standing

DocuPal Demo, LLC is a limited liability company. It is duly incorporated, validly existing, and in good standing under the laws of the United States. Specifically, it operates under the laws of the State of California. DocuPal Demo, LLC has all requisite power and authority to own, lease, and operate its properties. It also possesses the authority to carry on its business as it is now being conducted.



Authority

DocuPal Demo, LLC has the full right, power, and authority to enter into this Agreement. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary company action. This Agreement constitutes a valid and binding obligation of DocuPal Demo, LLC, enforceable against it in accordance with its terms.

Shares

The shares to be issued under this Agreement, when issued, will be duly authorized, validly issued, fully paid, and non-assessable. These shares will be free and clear of all liens, encumbrances, and restrictions, other than those created by this Agreement or applicable securities laws. DocuPal Demo, LLC has the right to issue and sell the shares to ACME-1. The issuance of the shares is not subject to any preemptive or similar rights.

Compliance

DocuPal Demo, LLC is in compliance with all applicable laws, regulations, and orders of governmental authorities. To its knowledge, no actions, suits, or proceedings are pending or threatened against DocuPal Demo, LLC. No event has occurred, and no circumstance exists, that may give rise to or serve as a basis for any such action, suit, proceeding, claim, investigation, or inquiry.

Representations and Warranties of the Subscriber

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

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 possesses the full power and authority to enter into this Agreement and to perform its obligations hereunder. 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 subject to general principles of equity.

Investment Purpose

ACME-1 is acquiring the Shares for its own account for investment purposes only and not with a view to, or for sale in connection with, any distribution of the Shares. ACME-1 understands that the Shares have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any state securities laws and may not be sold, transferred, or otherwise disposed of unless they are registered under the Securities Act and applicable state securities laws, or an exemption from such registration is available.

Acknowledgment of Risks

ACME-1 acknowledges that it is aware of the risks associated with an investment in DocuPal Demo, LLC, including the possible loss of its entire investment. ACME-1 has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its investment in the Shares. ACME-1 has had an opportunity to ask questions of and receive answers from DocuPal Demo, LLC concerning the business, operations, financial condition, and prospects of DocuPal Demo, LLC and to obtain additional information necessary to verify the accuracy of the information furnished to it or to which ACME-1 has had access.

Restrictions on Transfer

ACME-1 understands that the Shares are subject to certain transfer restrictions as set forth in this Agreement and other agreements that ACME-1 may enter into with DocuPal Demo, LLC. ACME-1 agrees to be bound by such restrictions.

Shareholder Rights and Obligations

Upon the issuance of the Shares, ACME-1 will be entitled to certain rights and will be subject to certain obligations as a shareholder of DocuPal Demo, LLC, in accordance with the [State of Incorporation] corporate law and the Company's governing documents.



Rights Attached to Shares

ACME-1 will hold 1,000,000 common shares of DocuPal Demo, LLC. Each share entitles ACME-1 to one vote on all matters submitted to a vote of the shareholders. ACME-1 will be entitled to receive dividends if and when declared by the DocuPal Demo, LLC's board of directors, subject to the rights of any outstanding preferred shares or other equity interests. The declaration of dividends will be at the discretion of the board and will depend on DocuPal Demo, LLC's financial performance, investment needs, and other relevant factors.

Obligations of the Subscriber

ACME-1 is obligated to pay the subscription price of \$1,000,000 for the Shares. This payment must be made according to the terms outlined in Section [relevant section number] of this Agreement. ACME-1 is subject to certain transfer restrictions as detailed in Section [relevant section number]. These restrictions limit ACME-1's ability to sell, assign, or otherwise transfer the Shares without complying with specific procedures outlined in that section.

Other Considerations

ACME-1, as a shareholder, is expected to act in good faith and in a manner consistent with the best interests of DocuPal Demo, LLC. ACME-1 is bound by the confidentiality obligations outlined in Section [relevant section number] of this Agreement, which require ACME-1 to maintain the confidentiality of certain information regarding DocuPal Demo, LLC. The rights and obligations outlined here are not exhaustive and are subject to applicable law and the provisions of DocuPal Demo, LLC's governing documents, as they may be amended from time to time.

Pre-Emption and Transfer Restrictions

Transfer Restrictions

ACME-1 acknowledges that the shares acquired under this Agreement are subject to certain transfer restrictions as outlined in Docupal Demo, LLC's articles of association. ACME-1 agrees not to transfer, sell, assign, pledge, or otherwise dispose of any of the shares, except in compliance with these restrictions.



Right of First Refusal

Existing shareholders of Docupal Demo, LLC have pre-emption rights with respect to any proposed transfer of shares by ACME-1. Prior to any transfer of shares, ACME-1 must first offer those shares to the existing shareholders, providing them the opportunity to purchase the shares on the same terms and conditions as offered to the proposed transferee.

Transfer Procedure

To initiate a transfer, ACME-1 must provide written notice to Docupal Demo, LLC, specifying the number of shares to be transferred, the proposed transferee's identity, and the price and terms of the proposed transfer. Docupal Demo, LLC will then notify its existing shareholders of their pre-emption rights. These shareholders will have a specified period, as detailed in the articles of association, to exercise their rights of first refusal. If any existing shareholder elects to purchase the shares, ACME-1 will be obligated to sell the shares to them on the stated terms. If the existing shareholders do not exercise their pre-emption rights within the allotted time, ACME-1 will be free to transfer the shares to the proposed transferee, subject to any other applicable restrictions. All transfers must be properly documented and recorded in Docupal Demo, LLC's share register.

Confidentiality

Confidential Information

Both DocuPal Demo, LLC, and ACME-1 agree to keep the other party's financial and business information confidential. This includes any data shared during discussions, negotiations, or as part of this Share Subscription Agreement.

Scope and Duration

This confidentiality obligation begins on the date of this agreement and continues for five (5) years. Both parties must protect this confidential information. They will use the same care to protect it as they do their own confidential information.



Post-Termination Obligations

Even after this Share Subscription Agreement ends, the obligations regarding confidentiality will remain in effect. Both parties must continue to protect the other's confidential information for the full five-year period.

Governing Law and Dispute Resolution

Governing Law

This Share Subscription Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. This means that Delaware law will be used to interpret and enforce the terms of this agreement.

Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, will be settled by arbitration. The arbitration will be administered by a recognized arbitration organization. The place of arbitration will be [insert location], unless otherwise agreed by the parties.

The arbitration will be conducted in accordance with the rules of the arbitration organization in effect at the time of the arbitration. The decision of the arbitrator will be final and binding on both DocuPal Demo, LLC, and ACME-1. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

DocuPal Demo, LLC, and ACME-1 agree that the arbitration proceedings will be conducted in English. Each party will bear its own costs and expenses in connection with any arbitration, except that the parties will share equally the fees and expenses of the arbitrator. This section prevents either party from starting a lawsuit in court. Both DocuPal Demo, LLC, and ACME-1 must use the arbitration process described above.



Miscellaneous Provisions

Amendments

This Agreement may be amended, modified, or supplemented only by a written instrument signed by each of the parties.

Assignment

No party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

Notices

All notices and other communications under this Agreement must be in writing. Notices will be considered duly given when delivered via email or sent by certified mail to the addresses specified in this Agreement, or to such other address as either party may designate in writing from time to time.

Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties. It supersedes all prior negotiations, discussions, correspondence, communications, and agreements between the parties relating to the subject matter of this Agreement.

Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by email or other means of electronic transmission will be as effective as delivery of a manually executed counterpart.



Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired. The parties agree to replace any such invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves, to the greatest extent possible, the economic, business, and other purposes of the invalid, illegal, or unenforceable provision.

Waiver

No waiver of any provision of this Agreement or any rights or obligations of either party will be effective unless in writing, signed by the party waiving such provision or right. A waiver on one occasion will not be deemed a waiver of any other occasion or of any other provision or right. Any single or partial exercise of any right or remedy will not preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy.

Signatures and Execution

This Share Subscription Agreement is executed as of August 9, 2025 (the "Effective Date").

Signatures

DocuPal Demo, LLC

By: _____

Name:

Title: CEO

Acme, Inc

By: _____

Name:

Title: CEO

