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Introduction and Purpose

Introduction

This Voting 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 place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose of Agreement

The primary purpose of this Agreement is to establish a clear and binding framework governing how the parties will vote their respective shares in connection with certain corporate matters. This Agreement ensures a unified approach to critical decisions affecting the corporation's direction and governance. It details the obligations of each party concerning the voting of their shares, aiming to promote stability and strategic alignment within the company. This includes, but is not limited to, the election of directors and other significant corporate actions requiring shareholder approval.

Definitions and Interpretations

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

Key Definitions

- **Agreement:** Refers to this Voting Agreement, including all schedules and exhibits attached hereto, as it may be amended from time to time.
- **Corporate Matters:** Encompasses any and all matters submitted for a vote of the shareholders of Docupal Demo, LLC, including, but not limited to, the election of directors, mergers, acquisitions, asset sales, dissolutions, and amendments to the articles of incorporation or bylaws.



- **Parties:** Refers collectively to Docupal Demo, LLC, a United States company with its address at 23 Main St, Anytown, CA 90210, and Acme, Inc (ACME-1), a United States business with its address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA; and "Party" refers to either of them individually.
- **Shares:** Means the shares of Docupal Demo, LLC now owned or hereafter acquired by ACME-1.
- **Voting Rights:** Means all rights to vote or consent with respect to the Shares on any Corporate Matter, whether directly or indirectly, and whether at a meeting of shareholders or by written consent.

Interpretation

In this Agreement, unless the context otherwise requires:

- Words importing the singular include the plural and vice versa.
- References to statutes or regulations include all amendments or replacements thereof.
- The headings are for convenience only and do not affect the interpretation of this Agreement.
- The term "including" means "including without limitation."
- The base currency for all financial matters related to this agreement is USD.

Voting Rights and Obligations

Docupal Demo, LLC and ACME-1 acknowledge that voting rights are attached to the shares of the Company. These rights will be exercised according to the terms of this Voting Agreement.

Allocation of Voting Rights

Each shareholder's voting rights directly correspond to the number of shares held. A shareholder possessing a greater number of shares will have a proportionally larger influence in corporate voting matters.

Mandatory Voting Commitments

Shareholders agree to certain mandatory voting commitments. On key issues identified within this agreement, the parties must vote their shares in a predetermined manner. This ensures alignment on critical corporate decisions.



Special Voting Matters

Certain matters require specific voting procedures or thresholds. These include:

- **Election of Directors:** Selection of individuals to the Company's board.
- **Mergers and Acquisitions:** Decisions regarding the combination with or acquisition of other entities.
- **Amendments to Governing Documents:** Changes to the Company's Articles of Incorporation, Bylaws, or similar documents.

Exercise of Voting Rights

Each shareholder must exercise their voting rights responsibly and in good faith. This includes attending shareholder meetings (in person or by proxy) and casting votes on all matters presented.

Proxy Voting

Shareholders may appoint a proxy to exercise their voting rights on their behalf. Any such appointment must be made in writing and delivered to the Company Secretary before the relevant shareholder meeting. The proxy must vote in accordance with the shareholder's instructions. If no instructions are provided, the proxy may vote at their discretion, but must act in the best interests of the Company.

Election and Composition of the Board of Directors

The parties agree that the election of directors will be conducted according to DocuPal Demo, LLC's bylaws and this Voting Agreement. Shareholders will nominate individuals for director positions. The election of these nominees will follow standard corporate procedures, subject to the specific provisions outlined below.

Director Appointment Rights

Certain voting blocks hold the right to appoint a specified number of directors to the Board. The number of directors each voting block can appoint is proportional to their shareholding in DocuPal Demo, LLC. ACME-1, as a significant shareholder, is



entitled to appoint a number of directors based on its holdings. The specific number of directors ACME-1 can appoint will be detailed in a schedule attached to this agreement.

Voting Thresholds for Election

A majority of the outstanding shares entitled to vote is required for the election of any director. All parties agree to cast their votes to ensure the election of the directors nominated according to the terms of this agreement. This includes voting for the candidates designated by any voting blocks with appointment rights.

Board Composition

The composition of the Board of Directors will reflect the shareholders' agreements as defined in this document. The parties will take all necessary actions to ensure the board's composition aligns with the director appointment rights granted to specific voting blocks. This includes voting in favor of the designated candidates and taking any required actions to remove or replace directors as necessary to maintain the agreed-upon composition. The goal is to ensure that the Board represents the interests of all major shareholders according to their agreed rights and obligations.

Proxy Voting and Voting Procedures

Proxy Voting

Each shareholder has the right to appoint a proxy to attend and vote on their behalf at any company meeting. All proxy votes must be submitted in writing to the company secretary. To be valid, the company secretary must receive the written proxy at least 48 hours before the scheduled meeting time.

Proxies must be dated and signed by the shareholder. The proxy must clearly specify the meeting it pertains to and the specific matter or matters to which it applies. The shareholder retains the right to revoke a proxy at any time, provided that written notice of revocation is received by the company secretary before the meeting commences.

The company will verify that each proxy is properly executed. Verification includes confirming the signature and ensuring the shareholder has not previously revoked the proxy.



Meeting Notices and Procedures

The company will send notices to all shareholders for any meeting. This notice will be sent at least 10 days before the date of the meeting. The notice will contain the meeting's date, time, and location. It will also outline the matters to be discussed and voted upon. The company will follow standard procedures for conducting meetings. This includes recording minutes and ensuring fair participation.

Restrictions on Transfer of Shares

The Parties agree that restrictions apply to the transfer of any Shares subject to this Voting Agreement. This section outlines these restrictions to ensure the stability of the voting arrangements contemplated by this Agreement.

General Restrictions

No Shareholder may sell, transfer, assign, pledge, or otherwise dispose of (each, a "Transfer") any Shares currently or subsequently subject to this Agreement, unless the Transfer is made in accordance with the terms and conditions outlined in this Section.

Consent Requirement

Any proposed Transfer of Shares requires the prior written consent of all other Shareholders. This consent must be obtained before the Transfer can be affected. The other Shareholders will not unreasonably withhold, condition, or delay their consent to any proposed Transfer, provided that the proposed transferee agrees to become a party to this Agreement and to be bound by all of its terms and conditions.

Impact on Voting Rights

Any transferee of Shares will automatically become a party to this Voting Agreement and will be bound by all of its provisions, including, but not limited to, the obligation to vote the transferred Shares in accordance with the terms of this Agreement. The act of transferring shares constitutes an agreement by the transferee to be subject to the terms of this Voting Agreement.



Rights of First Refusal and Co-Sale

Before any Shareholder may Transfer Shares to a third party, the Shareholder must first offer the Shares to the other Shareholders. The other Shareholders shall have the right of first refusal to purchase the Shares on the same terms and conditions offered to the third party. If the other Shareholders do not exercise their right of first refusal, the transferring Shareholder may then proceed with the Transfer to the third party, subject to the consent requirements outlined above.

In addition to the right of first refusal, the other Shareholders may also have tag-along rights, allowing them to participate in any Transfer of Shares to a third party on a pro rata basis. Conversely, the agreement may grant drag-along rights to certain Shareholders, compelling other Shareholders to participate in a Transfer to a third party if a specified threshold of Shareholders approves the Transfer. The specific terms of any tag-along or drag-along rights will be detailed in a separate agreement or in the Company's governing documents.

Dispute Resolution and Enforcement

Dispute Resolution

Any dispute arising from or relating to this Voting Agreement will be resolved through binding arbitration. The arbitration will occur in accordance with the rules of the American Arbitration Association. The location of the arbitration will be Anytown, California, unless the parties agree otherwise.

Mediation

Before starting arbitration, the parties will first try to settle the dispute through mediation. They will jointly appoint a mediator. If they cannot agree on a mediator, the American Arbitration Association will appoint one. Mediation must occur within 30 days of either party requesting it.

Arbitration

If mediation fails to resolve the dispute within 60 days of the initial request, either party can then start arbitration. The arbitrator's decision will be final and binding. A court of competent jurisdiction may enter judgment upon the award.



Enforcement

Specific Performance

The parties agree that damages may not be an adequate remedy for a breach of this Voting Agreement. Therefore, the parties are entitled to specific performance to enforce the terms of this agreement.

Injunctive Relief

In addition to specific performance, the parties may seek injunctive relief to prevent any threatened or ongoing violation of this Voting Agreement. This means a party can ask a court to order another party to stop doing something that violates the agreement.

Cumulative Remedies

These remedies are cumulative. Exercising one remedy does not waive any other remedy available under this agreement or at law.

Amendments and Termination

Amendments

This Agreement may be amended only by the unanimous written consent of all parties. No modification or waiver of any provision will be effective unless it is in writing and signed by all parties.

Termination

This Agreement will terminate upon the occurrence of any of the following events:

- A material breach of this Agreement by any party.
- The mutual written agreement of all the parties to terminate.
- The completion of a qualified initial public offering (IPO) of DocuPal Demo, LLC.



Any party seeking to terminate this Agreement due to a material breach must provide written notice to the breaching party at least sixty (60) days prior to the intended date of termination, specifying the nature of the breach and the actions required to cure it. Termination will only be effective if the breach remains uncured after the sixty (60) day notice period.

Miscellaneous Provisions

Governing Law

This Voting 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.

Notices

All notices relating to this Agreement must be in writing. They will be considered duly given if delivered by certified mail to the addresses of the parties as listed in this Agreement.

Assignment

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

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 same economic effect.

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.

