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Introduction and Purpose

This Buy-Sell Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a United States company with its principal address 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 this Agreement

The primary objective of this Agreement is to establish a clear and predetermined method for the sale and purchase of business interests within ACME-1. This becomes crucial upon the occurrence of specific triggering events. These events include, but are not limited to, the death, disability, or retirement of an owner.

Importance of a Buy-Sell Agreement

A Buy-Sell Agreement is vital for ensuring business continuity and stability. It provides a structured mechanism for ownership transition. This protects ACME-1 from potential disruptions that could arise from unforeseen circumstances affecting its owners. The agreement also ensures that departing owners or their estates receive fair value for their interests. It further defines how that value will be determined and the terms under which payment will be made. This clarity helps to avoid disputes and potential litigation. This Agreement ensures a smooth transition of ownership, protects the business from disruption, and provides liquidity for departing owners' interests.

Definitions and Interpretation

Definitions

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



- **Business Interest** means any ownership interest held by a party in Docupal Demo, LLC, including but not limited to shares, stocks, or other equity holdings.
- **Triggering Event** means an event that initiates the buy-sell provisions of this agreement. This includes death, disability, retirement, or any other event as specifically detailed in the agreement.
- **Fair Market Value** means the price at which property would change hands between a willing buyer and a willing seller, both having reasonable knowledge of the relevant facts and neither being under any compulsion to buy or sell. This value will be determined as outlined in the Valuation section of this agreement.

Interpretation

Unless the context requires otherwise, words in the singular include the plural and vice versa. References to statutes or regulations include any amendments or replacements thereof. Should any ambiguity arise in the interpretation of this agreement, it shall be construed in accordance with the laws of the governing jurisdiction and the mutual intent of the parties. Industry-standard definitions will be used where applicable to ensure common understanding.

Triggering Events and Buyout Obligations

This section details the events that will trigger the buy-sell provisions of this Agreement, as well as the obligations of the parties involved upon the occurrence of such an event.

Triggering Events

The following events shall trigger the provisions of this Buy-Sell Agreement:

- **Death:** The death of a Member.
- **Disability:** The permanent disability of a Member, preventing them from fulfilling their duties to the Company.
- **Retirement:** A Member's voluntary retirement from the Company.



- **Termination of Employment:** A Member's employment with the Company is terminated, either voluntarily or involuntarily.
- **Offer to Sell:** A Member's decision to offer their Ownership Interest for sale to a third party.
- **Bankruptcy:** A Member filing for bankruptcy or becoming subject to involuntary bankruptcy proceedings.

Buyout Obligations

Upon the occurrence of any of the triggering events listed above, the following obligations will apply:

- **Obligation to Sell:** The departing Member (or their estate, in the case of death) is obligated to sell their Ownership Interest in the Company.
- **Obligation to Purchase:** The remaining Members, or the Company itself, are obligated to purchase the departing Member's Ownership Interest.

Exceptions

Notwithstanding the above, the provisions of this Buy-Sell Agreement may be waived for a specific triggering event if all Members unanimously agree in writing to such waiver.

Valuation of Ownership Interests

The value of an Owner's Ownership Interest will be determined annually. This valuation will establish the price at which Ownership Interests may be bought or sold under the terms of this Agreement.

Annual Valuation

An independent appraiser will conduct the annual valuation. The appraiser must be mutually agreed upon by Docupal Demo, LLC, and ACME-1.

Valuation Method

The appraisal will determine the fair market value of the Ownership Interests. The appraisal will consider standard valuation approaches including, but not limited to, income, market, and asset-based approaches to reflect the value of the Ownership



Interests.

Dispute Resolution

If the parties disagree with the initial valuation, a second independent appraisal will be obtained. In such cases, Docupal Demo, LLC, and ACME-1 will again mutually agree on an independent appraiser. The final valuation will be the average of the two appraisals. If the parties cannot agree on a second appraiser, the dispute will be resolved through binding arbitration, in accordance with the laws of the State of Oregon.

Valuation methods are essential for determining the fair price of ownership shares in business agreements. Among the common approaches, market-based valuation compares the subject company to similar businesses that have been recently sold or are publicly traded. This method relies on the principle of substitution, where the value of an asset is determined by the price of comparable alternatives. Asset-based valuation calculates the net asset value (NAV) of a company by subtracting total liabilities from total assets. This approach is often used for companies with significant tangible assets, such as real estate holding or investment firms. Income-based valuation, such as the discounted cash flow (DCF) method, projects a company's future cash flows and discounts them back to their present value using an appropriate discount rate. This rate reflects the risk associated with the projected cash flows. Each method has its strengths and weaknesses, making the selection of the most appropriate method crucial for an accurate and reliable valuation.

Purchase Price and Payment Terms

The purchase price for the transferring interest will be determined as outlined in Section [Reference Valuation Section]. ACME-1 will pay the purchase price in installments over a period of five years.

Payment Schedule

The initial installment will be due [Number] days following the closing date of the transfer. Subsequent installments will be paid [Frequency - e.g., quarterly, annually] thereafter until the purchase price is paid in full. All payments shall be made in United States Dollars (USD) to Docupal Demo, LLC at 23 Main St, Anytown, CA 90210, or to such other account as Docupal Demo, LLC may designate in writing.



Interest and Financing

Interest will accrue on the outstanding balance of the purchase price at a rate equal to the prime rate plus two percent (2%). The prime rate will be determined by [Source of Prime Rate - e.g., Wall Street Journal] on the date of each payment.

Default

If ACME-1 fails to make any payment when due, and such failure continues for a period of [Number] days after written notice from Docupal Demo, LLC, ACME-1 will be considered in default. In the event of default, Docupal Demo, LLC may pursue any and all legal remedies available, including, without limitation, specific performance of this Agreement.

Restrictions on Transfer and Right of First Refusal

No member may sell, assign, transfer, encumber, or otherwise dispose of any interest in Docupal Demo, LLC without first offering it to the other members.

Right of First Refusal Process

A member intending to sell ("Selling Member") must provide written notice to the other members. This notice must include all terms of the proposed transfer, including the price and payment terms. The remaining members then have 30 days from the date of the notice to jointly elect to purchase the Selling Member's interest on those terms.

If the remaining members do not unanimously agree to purchase the offered interest, the Selling Member may proceed with the sale to the third party, but only on the exact terms disclosed in the notice. Any material change in the terms requires a new notice and a renewed right of first refusal.

Permitted Transfers

Notwithstanding the above restrictions, transfers to immediate family members or to trusts established for estate planning purposes may be permitted. Such transfers require the unanimous written consent of all other members, which consent will



not be unreasonably withheld. These permitted transfers will still be subject to the terms of this Agreement.

Dispute Resolution Mechanisms

The parties will try to resolve any disputes related to this agreement through good-faith negotiation. If negotiation fails, the parties must participate in mediation before pursuing other legal options.

Mediation

If a dispute arises, the parties will select a mutually acceptable mediator. They will share the costs of the mediation equally. Mediation must occur before either party initiates arbitration or litigation.

Governing Law

The laws of the State of Delaware govern this agreement and any disputes arising from it.

Confidentiality and Non-Compete Clauses

Confidentiality

ACME-1 acknowledges that they will receive confidential information from Docupal Demo, LLC. This information includes financial records, business strategies, customer lists, and proprietary data. ACME-1 agrees to keep this information confidential. This obligation remains in effect even after the sale of the business interest is complete. ACME-1 will protect this information with the same care they use to protect their own confidential information.



Non-Compete

To protect Docupal Demo, LLC's legitimate business interests, ACME-1 agrees to certain non-compete restrictions. For a period of two years following the sale of the business interest, ACME-1 will not engage in any business that competes with Docupal Demo, LLC. This restriction applies within a 50-mile radius of Docupal Demo, LLC's primary business location at 23 Main St, Anytown, CA 90210. This non-compete obligation is a material term of this agreement.

Miscellaneous Provisions

Amendments

This Agreement may be amended only by a written instrument duly executed by all parties.

Notices

All notices pertaining to this Agreement must be in writing. Notices are considered duly given when sent via certified mail to the respective addresses of record for each party.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This applies to the extent that the remaining provisions can be given effect without the invalid provision.

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.

Signatures and Execution

This Buy-Sell Agreement is executed as of August 9, 2025.



Parties

This Buy-Sell Agreement is made by and between DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210, and Acme, Inc, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Agreement

In witness whereof, the parties have executed this Agreement as of the date first written above.

DocuPal Demo, LLC

Detail	Information
Signature	
Printed Name	[Name of Signatory]
Title	[Title of Signatory]
Date	

Acme, Inc

Detail	Information
Signature	
Printed Name	[Name of Signatory]
Title	[Title of Signatory]
Date	

Notarization

Please provide notary acknowledgment for both parties, following applicable state and local laws. Notarization confirms that the signatories have willingly signed the document and verifies their identities.

