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Introduction and Purpose

This Redemption 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 address at 23 Main St, Anytown, CA 90210 ("Company"), and Acme, Inc., a business organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Shareholder").

Purpose of Agreement

The primary objective of this Agreement is to establish the terms and conditions under which the Company will repurchase all of the Shareholder's shares of common stock in the Company. This document outlines the specific procedures, payment schedules, and legal obligations that both parties must adhere to throughout the redemption process. It ensures a clear and legally binding framework for the share redemption.

Definitions and Interpretations

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

- **Agreement** means this Redemption Agreement, including all schedules and exhibits attached hereto.
- **Business Day** means any day other than a Saturday, Sunday, or legal holiday in the state of California.
- **Closing Date** means the date on which the redemption of the Shares is completed, which shall be [Insert Date], unless otherwise agreed to in writing by both DocuPal Demo, LLC and ACME-1.
- **DocuPal Demo, LLC** means DocuPal Demo, LLC, a company organized under the laws of the United States and located at 23 Main St, Anytown, CA 90210.
- **Party** means either DocuPal Demo, LLC or ACME-1, and "Parties" means both of them.
- **Redemption Price** means the total amount payable by DocuPal Demo, LLC to ACME-1 for the Shares, calculated as described in Section [Insert Section Number].



- **Shares** means all of the shares of DocuPal Demo, LLC's [Specify Class] stock held by ACME-1 as of the date of this Agreement.
- **ACME-1** means Acme, Inc, a company organized under the laws of the United States and located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Interpretation

In this Agreement, unless the context otherwise requires:

- Words importing the singular include the plural and vice versa.
- References to Sections, Schedules, and Exhibits are to be construed as references to the sections of, schedules to, and exhibits to this Agreement, and form an integral part of this Agreement.
- The words "include" and "including" shall be deemed to be followed by the phrase "without limitation."
- Currency is referenced in USD.

Redemption Terms and Conditions

This section outlines the terms and conditions governing the redemption of all shares of DocuPal Demo, LLC held by ACME-1. ACME-1 has elected to exit its investment in DocuPal Demo, LLC, which triggers the redemption right.

Redemption Price

The price for the shares will be determined through a mutually agreed-upon valuation. The specific methodology for this valuation is detailed in **Schedule A** attached to this agreement. Both DocuPal Demo, LLC, and ACME-1, will cooperate in good faith to finalize the valuation as quickly as possible.

Redemption Timeline and Payment

The redemption will occur within thirty (30) days from the effective date of this agreement. DocuPal Demo, LLC will remit the full redemption price to ACME-1 via wire transfer. ACME-1 will provide DocuPal Demo, LLC with the necessary wire transfer instructions before the redemption date.



Obligations of ACME-1

Upon receipt of the redemption price, ACME-1 will surrender all share certificates or other evidence of ownership to DocuPal Demo, LLC. ACME-1 also agrees to execute any documents reasonably required to transfer ownership of the shares to DocuPal Demo, LLC, free and clear of all liens, encumbrances, and claims.

Obligations of DocuPal Demo, LLC

DocuPal Demo, LLC is obligated to pay the agreed-upon redemption price in a timely manner as set forth in this agreement. DocuPal Demo, LLC will also bear all costs associated with the wire transfer of funds.

Representations and Warranties

Both DocuPal Demo, LLC, and ACME-1, represent and warrant that they have the full right, power, and authority to enter into and perform their obligations under this agreement. ACME-1 warrants that it is the legal and beneficial owner of the shares being redeemed and has the right to transfer ownership.

Governing Law

This Redemption Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

Entire Agreement

This agreement constitutes the entire agreement between DocuPal Demo, LLC, and ACME-1, regarding the redemption of shares and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

Amendments

Any amendment to this agreement must be in writing and signed by both DocuPal Demo, LLC, and ACME-1.



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 and enforceable provision that achieves the same economic effect.

Representations and Warranties

Representations and Warranties by DocuPal Demo, LLC

DocuPal Demo, LLC represents and warrants to ACME-1 as of the date of this Agreement that:

- **Organization and Authority:** DocuPal Demo, LLC is a limited liability company 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 enter into this Agreement and to perform its obligations hereunder.
- **Authorization:** The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of DocuPal Demo, LLC. This Agreement constitutes a legal, valid, and binding obligation of DocuPal Demo, LLC, 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 equitable principles.
- **Financial Capacity:** DocuPal Demo, LLC has the financial capacity and resources necessary to pay the Redemption Price and complete the redemption of the Shares as contemplated by this Agreement.
- **No Conflict:** The execution, delivery, and performance of this Agreement will not violate any provision of its organizational documents, any agreement to which it is a party, or any applicable law, rule, or regulation.
- **Disclosure:** DocuPal Demo, LLC has disclosed to ACME-1 all material information that could reasonably be expected to affect the valuation of DocuPal Demo, LLC or its ability to perform its obligations under this Agreement.

Representations and Warranties by ACME-1

ACME-1 represents and warrants to DocuPal Demo, LLC as of the date of this Agreement that:



- **Organization and Authority:** ACME-1 is a business duly organized, validly existing, and in good standing under the laws of the United States. ACME-1 possesses all requisite power and authority to enter into this Agreement and to perform its obligations hereunder.
- **Authorization:** The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of ACME-1. This Agreement constitutes a legal, 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 equitable principles.
- **Ownership of Shares:** ACME-1 is the sole and absolute owner of the Shares, free and clear of all liens, encumbrances, claims, and restrictions whatsoever. ACME-1 has full right, power, and authority to sell, transfer, and deliver the Shares to DocuPal Demo, LLC.
- **No Conflict:** The execution, delivery, and performance of this Agreement will not violate any provision of its organizational documents, any agreement to which it is a party, or any applicable law, rule, or regulation.
- **Litigation:** There are no pending or threatened actions, suits, or proceedings before any court or administrative agency that could reasonably be expected to impair ACME-1's ability to perform its obligations under this Agreement or to transfer the Shares to DocuPal Demo, LLC.
- **Investment Purpose:** ACME-1 is selling the Shares for its own account and not with a view to, or for resale in connection with, any distribution thereof in violation of any securities laws.

Covenants

DocuPal Demo, LLC Covenants

DocuPal Demo, LLC commits to repurchase all shares of its stock currently held by ACME-1. DocuPal Demo, LLC will make payments as outlined in the payment schedule. DocuPal Demo, LLC shall operate its business in compliance with all applicable laws and regulations.

ACME-1 Covenants

ACME-1 agrees to transfer full ownership of the shares to DocuPal Demo, LLC upon receiving the complete redemption price. ACME-1 confirms it has the right and authority to transfer the shares. ACME-1 will refrain from actions that could



negatively impact DocuPal Demo, LLC.

Ongoing Obligations

Both parties agree to maintain the confidentiality of information exchanged during and after this agreement. This includes, but is not limited to, financial details, business strategies, and proprietary information. This obligation remains in effect indefinitely, even after the completion of the share redemption. ACME-1 agrees not to transfer any of the shares.

ACME-1 acknowledges that it will no longer have any ownership rights or claims related to DocuPal Demo, LLC following the completion of the share transfer. ACME-1 will not take any actions that could be detrimental to the business interests or reputation of DocuPal Demo, LLC. This includes refraining from making disparaging remarks or engaging in activities that could harm the company's operations or relationships with customers or partners. Both parties commit to acting in good faith and cooperating with each other to ensure a smooth and efficient share redemption process.

Default and Remedies

Events of Default

A default will occur under this Redemption Agreement if either party fails to meet its obligations. For DocuPal Demo, LLC, failure to pay the redemption price when due constitutes a default. For ACME-1, failure to transfer the shares as required is a default.

Remedies

If a default occurs, the non-defaulting party can pursue legal remedies. These remedies include:

- **Specific Performance:** The non-defaulting party can seek a court order to compel the defaulting party to perform its obligations under this Agreement. This means DocuPal Demo, LLC could be forced to pay the redemption price, or ACME-1 could be forced to transfer the shares.



- **Monetary Damages:** The non-defaulting party can seek monetary damages to recover losses resulting from the default. These damages may include direct losses, consequential damages, and reasonable attorney's fees.

All rights and remedies are cumulative. The non-defaulting party can pursue any combination of these remedies. The pursuit of one remedy does not prevent the non-defaulting party from pursuing any other remedy.

Governing Law and Dispute Resolution

Governing Law

This Redemption 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. This means that Delaware law will be used to interpret the agreement and resolve any legal issues that may arise.

Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this Redemption Agreement, including the breach, termination, or validity thereof, will be resolved through binding arbitration. The arbitration will be administered by a mutually agreed-upon arbitration organization in accordance with its rules and procedures. The decision of the arbitrator will be final and binding on both Docupal Demo, LLC and ACME-1, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Both parties acknowledge that by agreeing to binding arbitration, they are waiving their rights to a jury trial and to pursue legal claims in court.

Miscellaneous Provisions

Notices

All notices related to this Redemption Agreement must be in writing. Notices are effective when delivered via certified mail, return receipt requested, or by email with confirmation of receipt. Notices shall be sent to the addresses listed in this Agreement, or to such other address as a party may designate by notice.



Amendments

This Redemption Agreement may be amended or modified only by a written instrument signed by both DocuPal Demo, LLC and ACME-1. No oral agreements or representations will be binding on either party.

Assignment

Neither party may assign its rights or delegate its obligations under this Redemption Agreement without the prior written consent of the other party. Any attempted assignment or delegation in violation of this provision will be void.

Entire Agreement

This Redemption Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1. It supersedes all prior negotiations, discussions, and agreements relating to the subject matter.

Counterparts

This Redemption 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. Electronic signatures will have the same force and effect as original signatures.

Signatures and Execution

This Redemption Agreement shall be effective as of the last date of execution by the parties below.

Execution

To acknowledge their agreement to the terms and conditions outlined herein, DocuPal Demo, LLC and ACME-1 have executed this Redemption Agreement as of the dates set forth below.

DocuPal Demo, LLC

By: _____



Name:

Title:

Date: _____

ACME-1

By: _____

Name:

Title:

Date: _____

Notarization

This Redemption Agreement requires notarization to be considered fully executed. The parties must present this document to a qualified notary public for attestation of their signatures.

Notary Acknowledgement

State of _____

County of _____

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

