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Introduction

This Token Sale 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 address at 23 Main St, Anytown, CA 90210 ("Issuer"), and Acme, Inc, a company organized under the laws of United States, with its address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Purchaser").

Purpose

This Agreement sets forth the terms and conditions under which the Issuer will sell and the Purchaser will purchase certain digital tokens ("Tokens"). This Token Sale is being conducted by the Issuer to raise capital for its business operations and future development.

Key Definitions

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

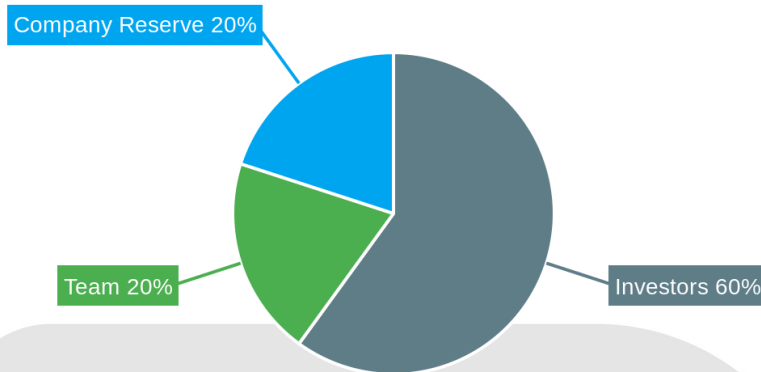
- **Tokens:** Digital tokens being offered for sale by the Issuer.
- **Token Sale:** The offering and sale of Tokens by the Issuer to the Purchaser.
- **Issuer:** DocuPal Demo, LLC, the entity issuing the Tokens.
- **Purchaser:** Acme, Inc, the entity purchasing the Tokens.
- **Effective Date:** August 9, 2025, the date of this Agreement.

Token Offering Details

This section details the specifics of the token offering by DocuPal Demo, LLC ("DocuPal") to ACME-1, including token type, total supply, distribution, sale date, and pricing.

DocuPal is offering a digital token (the "Token") for sale. The Token is a utility token built on a standard blockchain protocol. The total supply of Tokens is fixed at 1,000,000. These Tokens will be distributed according to the following allocation: 60% to Investors, 20% to the Team, and 20% to the Company Reserve.





Token Sale Date and Price

The token sale will occur on October 26, 2023. The price per Token is \$1.00 USD. ACME-1 can purchase Tokens on the sale date at the specified price.

Token Allocation

The total token supply of 1,000,000 Tokens will be allocated as follows:

- **Investors:** 600,000 Tokens (60%)
- **Team:** 200,000 Tokens (20%)
- **Company Reserve:** 200,000 Tokens (20%)

Purchase and Payment Terms

ACME-1 agrees to purchase tokens from Docupal Demo, LLC according to the terms outlined below. This section details the accepted payment methods and the process for token delivery.



Payment

We accept payments in United States Dollars (USD) and Ether (ETH). ACME-1 will remit payment in the agreed-upon currency as specified in the subscription agreement. All payments must be made in full and free of any deductions or withholdings. Docupal Demo, LLC is not responsible for any transaction fees or charges imposed by banks or payment processors.

Token Delivery

Upon successful receipt and verification of payment, Docupal Demo, LLC will deliver the purchased tokens to ACME-1's designated wallet address. Token delivery will occur within seven (7) days of the sale date. It is ACME-1's responsibility to ensure the accuracy and security of the provided wallet address. Docupal Demo, LLC is not liable for token delivery to an incorrect or compromised wallet address provided by ACME-1.

Refund Policy

All purchases are non-refundable except in cases where the token sale is canceled by Docupal Demo, LLC. In the event of a cancellation, Docupal Demo, LLC will return the funds to ACME-1.

Token Distribution and Vesting

This section details the distribution schedule and vesting terms applicable to the tokens. It outlines how and when tokens will be allocated to participants, including the vesting periods designed to incentivize long-term commitment.

Initial Token Distribution

Following the successful completion of the token sale, the initial distribution of tokens to ACME-1 will occur within [Number] business days. The tokens will be delivered to the wallet address provided by ACME-1 during the purchase process.



Vesting Schedule

A vesting schedule applies to certain token allocations to ensure the long-term health and sustainability of the project.

Team Tokens

Tokens allocated to the team will vest over a period of two (2) years from [Date]. This vesting schedule is designed to align the team's interests with the long-term success of DocuPal Demo, LLC.

Vesting Timeline Chart

This line chart shows the percentage of tokens released over the 24-month vesting period. The x-axis represents time in months, and the y-axis represents the cumulative percentage of tokens vested.

Vesting Conditions

Vesting is contingent upon continued service or other pre-defined milestones as determined by DocuPal Demo, LLC. Specific vesting terms for individual participants will be outlined in their respective agreements. Failure to meet these conditions may result in the forfeiture of unvested tokens.

Token Lockup

Some tokens may be subject to a lockup period, preventing their transfer or sale for a specified duration. Details regarding any lockup periods will be communicated separately.

Investor Representations and Warranties

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



Investor Status

ACME-1 is an accredited investor as defined by applicable securities laws. ACME-1 has the knowledge and experience to evaluate the merits and risks of purchasing the tokens.

Investment Risk

ACME-1 understands the high-risk nature of investments in cryptocurrencies and blockchain technology. ACME-1 acknowledges the potential for complete loss of its investment. ACME-1 is able and willing to bear such risk, including, without limitation, (i) volatility in token price, (ii) shifts in regulatory status, and (iii) potential illiquidity.

Independent Investigation

ACME-1 has conducted its own independent investigation and analysis regarding the token sale and has not relied on any representations or warranties made by DocuPal Demo, LLC, its affiliates, or any other person, other than those expressly set forth in this Agreement.

Legality of Purchase

ACME-1's purchase of tokens is lawful in its jurisdiction. ACME-1 is not a resident of a jurisdiction where the purchase or sale of tokens is prohibited by law. ACME-1 is compliant with all applicable laws and regulations regarding the purchase and holding of tokens, including but not limited to laws relating to securities, anti-money laundering, and counter-terrorist financing.

Accuracy of Information

All information provided by ACME-1 to DocuPal Demo, LLC is accurate and complete. ACME-1 will notify DocuPal Demo, LLC immediately of any changes to such information.



Use of Proceeds

DocuPal Demo, LLC will allocate the net proceeds from this token sale according to the following plan. These funds will be crucial in supporting the growth and development of our platform. The primary uses for the raised capital are product development, marketing initiatives, and covering operational expenses. We are committed to using these funds responsibly and efficiently to achieve our strategic goals.

Allocation Details

The raised capital will be allocated as follows:

- **Product Development:** A significant portion of the funds will be dedicated to enhancing our platform's features and functionality. This includes investing in research and development, hiring skilled developers, and implementing new technologies.
- **Marketing:** Funds will be used to increase brand awareness, attract new users, and expand our market reach. This includes digital marketing campaigns, content creation, and community engagement initiatives.
- **Operational Expenses:** A portion of the proceeds will cover essential operational costs, such as salaries, office expenses, legal fees, and administrative overhead.

Restrictions

It's important to note that the funds raised from this token sale will not be used for any illegal activities. DocuPal Demo, LLC is committed to operating with integrity and in compliance with all applicable laws and regulations. We believe this clear allocation strategy will provide transparency and build trust with our investors.

Risk Factors and Disclosures

Investing in tokens involves significant risks. ACME-1 should carefully consider the following before participating in the token sale.



Investment Risks

The value of tokens can fluctuate widely. You could lose your entire investment. The token market is still relatively new. It may be subject to unpredictable volatility. There is no guarantee of profit. Tokens may not be suitable for all investors.

Regulatory Uncertainty

The regulatory status of tokens is uncertain in many jurisdictions. New regulations could negatively impact the value or utility of the tokens. This agreement is subject to existing laws and regulations. It will be adapted to comply with any future regulatory changes. Such changes might require modifications to the token's functionality or even termination of the project.

Security Risks

Tokens are susceptible to hacking, theft, and loss of private keys. DocuPal Demo, LLC will implement security measures. However, complete security cannot be guaranteed. ACME-1 is responsible for safeguarding its own tokens and private keys.

Disclaimer

This token sale is for sophisticated investors only. ACME-1 acknowledges that it has sufficient knowledge and experience to evaluate the risks of this investment. DocuPal Demo, LLC makes no guarantees regarding the future value or success of the tokens. ACME-1 is participating in this token sale at its own risk.

Intellectual Property Rights

DocuPal Demo, LLC retains all rights, title, and interest in and to its intellectual property. This includes all technology, software, code, inventions, ideas, data, and documentation related to the tokens and the project.

Ownership

DocuPal Demo, LLC is the sole and exclusive owner of all intellectual property rights. ACME-1 acknowledges and agrees that it does not acquire any ownership rights in the intellectual property of DocuPal Demo, LLC.



No License

No licenses are granted to ACME-1 under this Agreement. ACME-1's purchase of tokens does not grant any right or license to use, reproduce, or distribute the intellectual property of DocuPal Demo, LLC.

Compliance and Regulatory Matters

DocuPal Demo, LLC and ACME-1 agree to comply with all applicable laws and regulations regarding the token sale.

Securities Laws Compliance

The token sale is structured to comply with relevant securities laws. DocuPal Demo, LLC believes that the tokens are not securities under applicable laws, based on their intended functionality. ACME-1 acknowledges that the legal status of tokens is uncertain and evolving. ACME-1 has had the opportunity to seek independent legal advice on the nature of the tokens.

Anti-Money Laundering and Know Your Customer

DocuPal Demo, LLC will implement Anti-Money Laundering (AML) and Know Your Customer (KYC) procedures as required by applicable law. ACME-1 will provide all necessary information to DocuPal Demo, LLC to satisfy these requirements. This includes identity verification, source of funds confirmation, and other due diligence measures. Failure to comply with KYC/AML procedures may result in the termination of this Agreement. DocuPal Demo, LLC reserves the right to refuse the sale of tokens to any party that fails to meet its KYC/AML requirements.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of Delaware.



Confidentiality and Data Protection

Confidential Information

ACME-1 acknowledges that during the term of this Token Sale Agreement, it may receive access to non-public, confidential information belonging to Docupal Demo, LLC. This information includes, but is not limited to, details related to the token sale, company operations, and technology. ACME-1 agrees to protect this confidential information and not disclose it to any third party without the express written consent of Docupal Demo, LLC. This obligation survives the termination of this Agreement.

Data Protection

Both parties agree to comply with all applicable data protection laws and regulations in connection with the collection, processing, and storage of personal data under this Agreement. Any personal data processed will be protected with appropriate security measures.

Dispute Resolution

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

Arbitration

Any dispute arising out of or relating to this Agreement, or the breach thereof, shall be resolved by binding arbitration administered by a recognized arbitration organization, such as the American Arbitration Association (AAA), in accordance with its rules then in effect. The arbitration shall take place in a location agreed upon by both parties, or if no agreement can be reached, in a location determined by the arbitration organization. The decision of the arbitrator shall be final and binding on both parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and expenses of the arbitration, and the parties shall share equally the fees and expenses of the arbitrator.



Miscellaneous Provisions

Amendments

This Agreement may be amended or modified only by a written instrument signed by both DocuPal Demo, LLC and ACME-1. Any such amendment will become effective on the date specified in the written instrument.

Notices

All notices and other communications under this Agreement must be in writing. Notices will be considered duly given when delivered personally, sent by certified mail, return receipt requested, or sent by email to the addresses provided by each party.

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.

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 invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.

Governing Law

This 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.

Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Anytown, California. The decision of



the arbitrator shall be final and binding on both parties.

Signatures

This Token Sale Agreement becomes effective as of the last date signed below.

Agreement

By signing below, DocuPal Demo, LLC and ACME-1 agree to all the terms and conditions outlined in this Token Sale Agreement.

DocuPal Demo, LLC

By: _____

Name:

Title:

Date: _____

Acme, Inc (ACME-1)

By: _____

Name:

Title:

Date: _____

Electronic Signatures

This agreement allows for signatures to be executed electronically. Electronic signatures will have the same force and effect as original signatures. Each party confirms that an electronically transmitted signature is legally binding. They intend to authenticate this agreement by way of digital signature.

