DOCUPAL
Docupal Demo, LLC

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Introduction and Purpose

This Guarantee Agreement is made as of 2025-08-09, between DocuPal Demo, LLC, a United States company located at 23 Main St, Anytown, CA 90210 ("Guarantor"), and Acme, Inc ("Creditor"), a business entity located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

Purpose of Agreement

The purpose of this Agreement is to ensure that the obligations of a third party are fulfilled. Specifically, the Guarantor guarantees to the Creditor the full and prompt payment and performance of certain obligations. This Guarantee ensures that ACME-1 will receive the benefit of its bargain, even if the primary obligor fails to perform. DocuPal Demo, LLC, as Guarantor, commits to fulfilling these obligations, which include, but are not limited to, payment obligations, should the guaranteed party default. This Agreement outlines the terms and conditions under which this guarantee is provided, including limitations, conditions for triggering the guarantee, enforcement procedures, and termination clauses. This Agreement is governed by the laws of Delaware.

Definitions and Interpretations

Definitions

In this Guarantee Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth below:

- **Obligations** means all present and future payment obligations and liabilities of the third party to the Creditor, whether direct or indirect, absolute or contingent, now existing or hereafter arising, including but not limited to principal, interest, fees, costs, and expenses.

- **Default** means any event or condition that constitutes a breach of the obligations, as defined in the agreement between the third party and the Creditor, and which allows the Creditor to exercise remedies under such agreement.

- **Material Adverse Effect** means a material adverse change in the business, operations, properties, financial condition, or prospects of the third party that could reasonably be expected to impair its ability to perform its obligations to the Creditor.

Interpretation

In this Guarantee Agreement, unless the context otherwise requires:

- Words importing the singular include the plural and vice versa.
- References to persons include corporations and other legal entities.
- The words "include" and "including" are to be construed as inclusive and without limitation.
- Section headings are for convenience only and do not affect interpretation.
- This Guarantee Agreement shall be governed by and construed in accordance with the laws of Delaware. Any ambiguities in this agreement will be resolved in a manner that reflects the intentions of both parties, giving consideration to the overall context and purpose of the agreement.

Scope and Extent of Guarantee

DocuPal Demo, LLC, as Guarantor, hereby guarantees the full and prompt payment and performance of all payment obligations of the third party. This guarantee specifically covers the principal amount, any accrued interest, and all costs associated with the underlying obligations.

Limitations on Liability

The Guarantor's total liability under this Guarantee Agreement shall not exceed $500,000 USD. This limitation applies to the aggregate amount recoverable from the Guarantor, encompassing principal, interest, and costs.

Covered Obligations

This guarantee extends to all payment obligations. It includes, but is not limited to, the repayment of principal, payment of interest, and reimbursement of reasonable costs incurred by Acme, Inc. in connection with the enforcement of the underlying obligations.

Obligations and Responsibilities of the Guarantor

DocuPal Demo, LLC, as Guarantor, fully guarantees the complete and timely performance of all obligations, specifically payment obligations, of the guaranteed party. This guarantee becomes active immediately upon any default by the guaranteed party.

Performance Upon Default

Upon the occurrence of a default, Acme, Inc. (Creditor) will provide written notice to DocuPal Demo, LLC. DocuPal Demo, LLC will then have thirty (30) days from the date of the notice to remedy the default. If the default remains uncured after this thirty-day period, DocuPal Demo, LLC must fulfill the obligations of the guaranteed party as if it were the primary obligor.

Guarantor's Duties During Enforcement

During any enforcement action, DocuPal Demo, LLC will cooperate fully with Acme, Inc. This includes providing all information and documentation reasonably requested by Acme, Inc. to facilitate the enforcement of this Guarantee Agreement. DocuPal Demo, LLC's cooperation extends to assisting Acme, Inc. in pursuing all available remedies against the guaranteed party.

Conditions Precedent and Enforcement Procedures

Conditions Precedent

Before ACME-1 can enforce this Guarantee, the following conditions must be met:

1. **Default by Obligor:** The third party whose obligations are guaranteed must be in default of its payment obligations.
2. **Notice of Default:** ACME-1 must provide Docupal Demo, LLC with written notice of the default. This notice must specify the nature of the default and the amount due.

Enforcement Procedures

Upon satisfaction of the conditions precedent, ACME-1 may enforce this Guarantee by following these procedures:

1. **Demand for Payment:** Following the notice of default, ACME-1 must make a written demand for payment from Docupal Demo, LLC.
2. **Cure Period:** Docupal Demo, LLC will have thirty (30) days from the receipt of the demand for payment to cure the default.
3. **Failure to Cure:** If Docupal Demo, LLC fails to cure the default within the thirty (30) day cure period, ACME-1 may pursue any and all remedies available to it under this Guarantee and applicable law. This includes, but is not limited to, initiating legal proceedings to recover the amount due.
4. **Calculation of Amount Due:** The amount due under this Guarantee will include the principal amount of the defaulted obligation, any accrued interest, and all reasonable costs and expenses incurred by ACME-1 in connection with the enforcement of this Guarantee, including attorney's fees.
5. **Governing Law:** Enforcement of this Guarantee shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

Termination and Release

This Guarantee shall terminate upon the full and final performance of all Guaranteed Obligations.

Release

ACME-1 may, at its sole discretion, grant partial releases or reductions of the Guaranteed Obligations. Any such release or reduction must be documented in a written agreement. This agreement requires signatures from Docupal Demo, LLC and ACME-1 to be effective.

Final Release

Upon the complete satisfaction of the Guaranteed Obligations, ACME-1 will execute a written release agreement. This agreement will formally release Docupal Demo, LLC from any further obligations under this Guarantee. The release agreement serves as the conclusive evidence of the termination of this Guarantee.

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Representations and Warranties

DocuPal Demo, LLC, as Guarantor, represents and warrants to Acme, Inc., as Creditor, as of the effective date of this Guarantee Agreement, and on each date that any advance is made pursuant to the underlying agreement, as follows:

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 Guarantee Agreement and to perform its obligations hereunder.

Enforceability

This Guarantee 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 other laws affecting creditors' rights generally and subject to equitable principles.

Financial Capacity

DocuPal Demo, LLC has the financial capacity to perform its obligations under this Guarantee Agreement, and its entry into and performance of this Guarantee Agreement will not result in a material adverse change in its financial condition. The Guarantor has the resources to fulfill the guarantee.

No Conflict

The execution, delivery, and performance of this Guarantee Agreement do not and will not violate any applicable law, regulation, order, or agreement binding on DocuPal Demo, LLC, or its assets.

Miscellaneous Provisions

Governing Law

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

Amendments

No modification of or amendment to this Guarantee Agreement will be effective unless it is in writing and signed by all parties involved.

Notices

All notices relating to this Guarantee Agreement must be in writing. Notices will be considered duly given when sent via certified mail to the addresses specified in this Agreement:

- If to Docupal Demo, LLC, to: 23 Main St, Anytown, CA 90210.
- If to Acme, Inc, to: 3751 Illinois Avenue, Wilsonville, Oregon – 97070, USA.

Dispute Resolution

Any dispute arising out of or relating to this Guarantee Agreement will be resolved through binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association.