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Introduction and Parties

Introduction

This Pledge Agreement (the "Agreement") is made and effective as of August 9, 2025. This Agreement sets forth the terms and conditions under which DocuPal Demo, LLC pledges certain assets as collateral to secure its obligations to Acme, Inc. The purpose of this Agreement is to grant a security interest in the Pledgor's accounts receivable to the Pledgee. This security interest will ensure repayment or performance of certain obligations of the Pledgor to the Pledgee, as outlined in associated documents.

Parties

Pledgor

DocuPal Demo, LLC, a limited liability company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210, is referred to as the "Pledgor."

Pledgee

Acme, Inc (ACME-1), a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, is referred to as the "Pledgee."

Definitions and Interpretation

Definitions

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

- **Collateral** means all of Pledgor's rights, title, and interest in and to its accounts receivable, whether now existing or hereafter arising.



- **Default** means the occurrence of any event specified in Article [relevant article number] of this Agreement.
- **Obligations** means all present and future debts, liabilities, and obligations of Pledgor to Pledgee, howsoever arising.

Interpretation

In this Pledge Agreement, unless the context otherwise requires:

- Words importing the singular include the plural and vice versa.
- References to persons include bodies corporate, unincorporated associations, and partnerships.
- The headings are for convenience only and do not affect the interpretation of this Agreement.
- Any reference to a document includes any amendment or supplement to that document.
- The base currency for this agreement is USD.

Description of Collateral and Security Interest

DocuPal Demo, LLC, as Pledgor, hereby pledges to ACME-1, as Pledgee, all of its rights, title, and interest in and to its accounts receivable, wherever located and whether now existing or hereafter arising. This pledge is made to secure the full and prompt payment and performance of all obligations of the Pledgor to the Pledgee under this Pledge Agreement.

Scope of Security Interest

The security interest granted herein extends to all accounts receivable of the Pledgor. This includes, but is not limited to, any and all amounts due or to become due to the Pledgor from any source. It encompasses all invoices, notes, acceptances, and other forms of obligations representing amounts owed to the Pledgor. The security interest also covers all proceeds of such accounts receivable, including cash, checks, and other property received in payment thereof.



Rights of the Pledgee

Upon the occurrence of an Event of Default, as defined in this Agreement, the Pledgee shall have the right to take immediate and exclusive possession of the pledged accounts receivable. The Pledgee can then collect, settle, compromise, and enforce the accounts receivable. The Pledgee also has the right to sell, lease, or otherwise dispose of the collateral in one or more public or private sales. The proceeds from any such disposition shall be applied. This will cover the expenses of collection, sale, and delivery. It will also cover reasonable attorney's fees and legal expenses incurred by the Pledgee. The remaining balance will cover the secured obligations.

Obligations of the Pledgor

DocuPal Demo, LLC, as Pledgor, undertakes the following obligations:

Payment of Debt

The Pledgor must pay all debts owed to Acme, Inc, the Pledgee, as per the terms of the agreement.

Maintenance of Collateral

The Pledgor will maintain accurate and up-to-date records of the accounts receivable that constitute the pledged collateral. These records will be made available to the Pledgee upon reasonable request. The Pledgor is responsible for taking commercially reasonable steps to protect and preserve the value of the pledged accounts receivable.

Prohibition on Disposal

The Pledgor is prohibited from selling, assigning, transferring, or otherwise disposing of any of the pledged accounts receivable without the prior written consent of the Pledgee. Any such action without consent will constitute a breach of this agreement.



Notification Duties

The Pledgor must promptly notify the Pledgee of any event that could materially affect the value or collectability of the pledged accounts receivable. This includes, but is not limited to, notification of any disputes, offsets, or counterclaims asserted by account debtors.

Rights and Remedies of the Pledgee

ACME-1, as the Pledgee, has specific rights and remedies concerning the pledged accounts receivable. These rights become particularly relevant upon the occurrence of a Default, as defined elsewhere in this Agreement.

Inspection of Collateral

ACME-1 has the right to inspect the accounts receivable pledged by DocuPal Demo, LLC. This includes the right to review records and documentation related to these accounts to ensure their validity and value. ACME-1 may perform these inspections at reasonable times and with reasonable notice to DocuPal Demo, LLC.

Upon Default

Upon the occurrence of any Event of Default, ACME-1 shall have the following rights and remedies:

- **Right to Possession:** ACME-1 has the right to immediately take possession of the pledged accounts receivable. This includes the right to notify account debtors to make payments directly to ACME-1.
- **Right to Enforcement:** ACME-1 can enforce its security interest in the accounts receivable. This includes the right to sell, lease, or otherwise dispose of the collateral in a commercially reasonable manner. The proceeds from any sale or disposition will be applied first to the expenses of the sale, then to the satisfaction of the secured obligations.
- **Right to Legal Action:** ACME-1 may pursue any available legal action to enforce its rights under this Pledge Agreement. This includes seeking a judgment against DocuPal Demo, LLC for the outstanding obligations and pursuing any other remedies available under applicable law.



Default and Enforcement Procedures

Default

A default will occur if DocuPal Demo, LLC fails to make payments as required under the secured obligations. A default also occurs if DocuPal Demo, LLC breaches any term within this Pledge Agreement.

Enforcement Procedures

Notification of Default

Upon the occurrence of an event of default, Acme, Inc will notify DocuPal Demo, LLC in writing. This notice will specify the nature of the default. It will also state the actions required to cure the default, if curable.

Available Remedies

Upon default, Acme, Inc. has the right to exercise any one or more of the following remedies:

- **Lawsuit:** Initiate legal proceedings against DocuPal Demo, LLC to recover the outstanding debt.
- **Foreclosure:** Foreclose on the pledged accounts receivable in accordance with applicable law. This includes selling the accounts receivable and applying the proceeds to the debt.

Sale of Collateral

Acme, Inc. may sell the pledged accounts receivable in a commercially reasonable manner. The proceeds from the sale will first cover the expenses of the sale. The remaining balance will reduce the outstanding obligations of DocuPal Demo, LLC. DocuPal Demo, LLC remains liable for any deficiency.



Cumulative Remedies

The remedies available to Acme, Inc. are cumulative. Exercise of one remedy does not prevent the exercise of any other remedy. All rights and remedies are in addition to any other rights or remedies provided by law.

Return or Release of Collateral

Docupal Demo, LLC will have its pledged accounts receivable returned when all obligations to Acme, Inc under this Pledge Agreement are fully satisfied.

Conditions for Release

The pledge of accounts receivable will be released upon the full and final payment of all debt owed by Docupal Demo, LLC to Acme, Inc. This includes all principal, interest, fees, and any other amounts due under the related agreements.

Procedure for Return

Once Acme, Inc confirms that all obligations are satisfied, it will execute and deliver to Docupal Demo, LLC any documents necessary to release the pledge on the accounts receivable. Docupal Demo, LLC will then have full control and ownership of the accounts receivable, free from the security interest created by this Pledge Agreement.

Representations and Warranties

Docupal Demo, LLC ("Pledgor"), represents and warrants to Acme, Inc ("Pledgee"), as of 2025-08-09, and as a condition to the Pledgee entering into this Agreement, the following:

Organization and Authority

Pledgor is a limited liability company duly organized, validly existing, and in good standing under the laws of United States. Pledgor has all requisite power and authority to execute, deliver, and perform its obligations under this Agreement.



Ownership of Collateral

Pledgor is the sole owner of the accounts receivable pledged as collateral. Pledgor owns the collateral free and clear of any liens, claims, security interests, or encumbrances.

Enforceability

This Agreement constitutes a legal, valid, and binding obligation of Pledgor, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other laws affecting creditors' rights generally.

Miscellaneous Provisions

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

Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiation. If negotiation fails, the parties agree to pursue mediation before resorting to litigation.

Amendments

No amendment or modification of this Agreement shall be valid unless made in writing and duly executed by both Pledgor and Pledgee.

Notices

All notices and other communications under this Agreement must be in writing. Notices are effective upon receipt and should be sent to the addresses listed in this Agreement.



Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall 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 substantially the same economic effect.

