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Introduction and Purpose

Introduction

This Interest Rate Swap 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 place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme Inc, a business organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

Purpose of the Agreement

The parties enter into this Agreement to exchange interest rate exposures. Under the terms of this Agreement, DocuPal and ACME-1 will exchange a stream of interest payments based on a notional principal amount. This exchange allows each party to manage its interest rate risk according to its specific financial strategies and expectations. All payments will be made in United States Dollars (USD), the base currency. The specific financial terms, including the notional principal amount, applicable interest rates, and payment dates, are detailed in the following sections of this Agreement.

Definitions and Interpretations

For the purposes of this Swap Agreement, unless the context otherwise requires, the following terms shall have the meanings set forth below.

General Definitions

Agreement: Refers to this Interest Rate Swap Agreement, including all schedules and annexes attached hereto.

Business Day: Means a day, other than a Saturday, Sunday, or other day on which commercial banks in New York, New York are authorized or required by law to close.

Effective Date: The date on which this Agreement comes into effect.



Termination Date: The date on which this Agreement terminates.

Financial Definitions

Notional Amount: Refers to the agreed principal amount upon which payments are calculated under this Swap Agreement. The Notional Amount is \$[Specify Amount].

Fixed Rate: Refers to the predetermined interest rate to be paid by one party to the other. The Fixed Rate shall be [Specify Percentage]%.

Floating Rate Index: Refers to the benchmark interest rate index used to determine the floating rate payments. The Floating Rate Index is [Specify Index, e.g., LIBOR].

Payment Dates: Refers to the dates on which payments are due to be exchanged between the parties. Payment Dates shall occur on the [Specify Day] of each [Specify Month/Quarter/Year].

Base Currency: Refers to the currency in which all calculations and payments under this Agreement shall be made, which is USD.

Party-Specific Definitions

Docupal Demo, LLC: Means Docupal Demo, LLC, a company organized under the laws of United States, with its address at 23 Main St, Anytown, CA 90210.

ACME-1: Means Acme, Inc, a company organized under the laws of United States, with its address 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 any statute or statutory provision shall be construed as references to that statute or statutory provision as amended, re-enacted, or extended at the relevant time.
- The headings in this Agreement are for convenience only and shall not affect its interpretation.



Swap Transaction Details

This Swap Agreement (the "Agreement") confirms the terms and conditions of the specific swap transaction (the "Transaction") entered into between DocuPal Demo, LLC ("DocuPal") and Acme, Inc ("ACME-1") on this day, 2025-08-09.

Type of Swap

The Transaction is an interest rate swap. Under this Agreement, DocuPal and ACME-1 will exchange interest rate obligations on a notional principal amount.

Notional Principal Amount

The notional principal amount for this Transaction is \$10,000,000. This principal amount is used solely for the purpose of calculating the payments to be exchanged between DocuPal and ACME-1; no principal is exchanged.

Effective Date and Termination Date

The effective date of this Transaction will be determined based on standard business day conventions. The parties will agree on a specific start date following the execution of this agreement. The termination date, which marks the end of the swap period, will be [Insert agreed upon date, for example, three years from the effective date].

Payment Schedule

Payments under this Transaction will be made quarterly. The specific payment dates will be determined based on the effective date, following standard business day conventions. If a payment date falls on a day that is not a business day, the payment date will be adjusted according to the agreed-upon business day convention.

Fixed Rate Payer

ACME-1 will pay a fixed rate to DocuPal on the notional principal amount. The fixed rate will be determined as of the trade date and will remain constant throughout the term of the swap. Let's assume the fixed rate is 3.5% per annum.



Floating Rate Payer

DocuPal will pay a floating rate to ACME-1 on the notional principal amount. The floating rate will be based on a specified index, such as the London Interbank Offered Rate (LIBOR). The floating rate will be reset at the beginning of each interest period (i.e., quarterly) based on the prevailing LIBOR rate for the corresponding period.

Payment Calculation

Each payment will be calculated by multiplying the applicable interest rate (fixed or floating) by the notional principal amount and the day count fraction for the relevant interest period. The day count fraction will be determined based on the agreed-upon convention.

Example Calculation

For illustration, assume the fixed rate is 3.5% per annum and the floating rate (LIBOR) for a given quarter is 4.0% per annum.

- **Fixed Payment (ACME-1 to DocuPal):** $\$10,000,000 * 0.035 * (90/360) = \$8,750$
- **Floating Payment (DocuPal to ACME-1):** $\$10,000,000 * 0.040 * (90/360) = \$10,000$

Net Settlement

All payments under this Transaction will be made on a net basis. This means that on each payment date, the party owing the larger amount will pay the difference between the two amounts to the other party. In the example above, DocuPal would pay ACME-1 \$1,250 (\$10,000 - \$8,750).

Terms of Payment and Settlement

This section outlines the payment obligations and settlement procedures for the interest rate swap between DocuPal Demo, LLC, and ACME-1.



Payment Obligations

Under this agreement, DocuPal Demo, LLC will pay ACME-1 a fixed interest rate on the notional principal. Conversely, ACME-1 will pay DocuPal Demo, LLC a floating interest rate based on the London Interbank Offered Rate (LIBOR). The specific fixed rate and the spread applied to LIBOR will be detailed in the confirmation for each swap transaction.

Payment Mechanics

Interest payments will be calculated on the basis of the agreed-upon notional principal. The calculation will use the applicable interest rate for the relevant payment period and the day count convention. Payments will be made in USD, DocuPal Demo, LLC's base currency. Each party is responsible for ensuring that it has sufficient funds available to meet its payment obligations on the specified payment dates.

Net Settlement

All payments between DocuPal Demo, LLC, and ACME-1 will be made on a net basis. This means that on each payment date, the party owing the larger amount will pay the difference between the two calculated interest amounts to the other party. This net settlement process simplifies the payment flow and reduces the number of transactions required.

For example, if on a given payment date DocuPal Demo, LLC owes ACME-1 \$10,000 based on the fixed rate, and ACME-1 owes DocuPal Demo, LLC \$12,000 based on LIBOR, ACME-1 will pay DocuPal Demo, LLC the net amount of \$2,000.

Settlement Dates

Payment dates will be determined according to a schedule agreed upon by both parties. These dates will typically be quarterly or semi-annually, but the specific frequency will be confirmed for each swap transaction. If a scheduled payment date falls on a day that is not a business day, the payment will be made on the next following business day.



Currency of Payments

All payments under this agreement will be made in United States Dollars (USD). Both parties are responsible for any currency exchange fees or costs associated with converting payments to or from USD. The exchange rate used for any such conversions will be determined by the paying party.

Representations and Warranties

Each party represents and warrants to the other party as of the date of this Agreement and as of the date of each Transaction that:

Status and Authority

Each party is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization. Each party has the power to enter into this Agreement and each Transaction and has taken all necessary action to authorize its execution, delivery, and performance.

No Violation

The execution, delivery, and performance of this Agreement and each Transaction do not violate any law, regulation, or contractual obligation applicable to it.

Consents

All governmental and regulatory consents necessary to enter into this Agreement and each Transaction have been obtained and are in full force and effect.

Binding Obligation

This Agreement and each Transaction constitute its legal, valid, and binding obligations, enforceable in accordance with their terms.

No Event of Default

No Event of Default or Potential Event of Default has occurred with respect to it.



Accuracy of Information

All information provided by it to the other party in connection with this Agreement and each Transaction is true, accurate, and complete in all material respects.

Compliance with Laws

Each party confirms that it is compliant with all applicable laws and regulations, including those pertaining to this Agreement.

Events of Default and Termination

This section details the events that constitute a default under this Swap Agreement and the procedures for termination.

Events of Default

The following events shall constitute an Event of Default with respect to a party (the "Defaulting Party") if they occur:

1. **Failure to Pay:** The Defaulting Party fails to make, when due, any payment required to be made by it under this Agreement.
2. **Breach of Agreement:** The Defaulting Party breaches any material provision of this Agreement and such breach continues unremedied for thirty (30) days after notice of such breach is given to the Defaulting Party by the other party.
3. **Bankruptcy:** The Defaulting Party:
 - Institutes or has instituted against it any proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding instituted against it, such proceeding is not dismissed within sixty (60) days; or
 - Consents to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, or other similar official of it or for any substantial part of its property; or
 - Makes a general assignment for the benefit of creditors; or



- Admits in writing its inability to pay its debts as they become due.

Early Termination

Either party (the "Non-Defaulting Party") may terminate this Agreement upon the occurrence of an Event of Default with respect to the other party. The Non-Defaulting Party must provide written notice of termination to the Defaulting Party. The termination will be effective on the date specified in the notice, which shall be at least thirty (30) days after the date of the notice.

Termination Procedures

Upon the effective date of termination, all obligations of the parties under this Agreement will terminate, except for any obligations that have accrued prior to the effective date of termination and the obligation of the Defaulting Party to pay the Termination Value, as determined in accordance with the provisions below.

Termination Value

Following an Event of Default and notice of termination, the Non-Defaulting Party will determine the Termination Value. This will represent the Non-Defaulting Party's losses and costs (or gains, if any) of terminating the swap agreement. The Non-Defaulting Party will calculate this amount in a commercially reasonable manner. The Defaulting Party is liable for paying the Termination Value to the Non-Defaulting Party.

Remedies

In addition to the right to terminate this Agreement, the Non-Defaulting Party shall have all other remedies available at law or in equity. This includes, but is not limited to, the right to recover damages resulting from the Defaulting Party's breach.

Valuation and Payment Upon Early



Termination

Early Termination

Termination Events

This Swap Agreement may be terminated early upon the occurrence of certain events. These events include, but are not limited to, a default by either party, a change in applicable law that makes the agreement illegal or impossible to perform, or other events as specified within this agreement.

Valuation of Termination Amount

Upon the occurrence of an early termination event, the termination value will be determined. This valuation will reflect the market rates prevalent at the time of termination. Docupal Demo, LLC will calculate the present value of the remaining payment obligations under the swap. This calculation will use standard valuation methods, taking into account prevailing interest rates and the time remaining until the originally scheduled maturity date.

The termination value represents the amount one party would need to pay the other to compensate for the loss of the swap's future cash flows. This amount aims to put the non-defaulting party in the same economic position they would have been in had the swap not been terminated early.

Close-Out Amount Calculation

The close-out amount will be determined by discounting all future cash flows. This process involves using a discount rate that reflects the current market conditions and the creditworthiness of each party. The present value of all future payments from ACME-1 to Docupal Demo, LLC will be calculated, as well as the present value of all future payments from Docupal Demo, LLC to ACME-1. The difference between these two present values will determine the close-out amount.

Several methods may be used to determine the termination value. The most common include:

- **Market Quotation:** Obtaining quotes from leading market makers for the cost of replacing the swap.



- **Discounted Cash Flow (DCF):** Projecting future cash flows based on market rates and discounting them to present value.
- **Mid-Market Valuation:** Using the mid-market rate for similar swaps to determine the replacement cost.

The specific method used will be commercially reasonable and consistently applied.

Payment

Following the determination of the termination value and close-out amount, the appropriate party will make a payment to the other. This payment must be made within the period specified in this agreement, typically within two business days of the calculation. The payment will be made in the base currency, which is USD.

Collateral and Credit Support

Docupal Demo, LLC and ACME-1 agree to provide collateral to secure their respective obligations under this Swap Agreement. This section outlines the acceptable forms of collateral, procedures for margin calls, and the resolution of collateral disputes.

Acceptable Collateral

The following types of collateral are acceptable under this agreement:

- Cash in United States Dollars (USD)
- U.S. Treasury securities

Margin Calls

If the mark-to-market value of the swap agreement exceeds an agreed-upon threshold, the party with the negative mark-to-market value will be required to post collateral. The threshold amount and the minimum transfer amount will be mutually agreed upon and specified in the Credit Support Annex to this agreement.

Margin calls will be made in accordance with the following procedures:

1. The party determining that a margin call is necessary will notify the other party via electronic mail or other agreed-upon method.



2. The notification will specify the amount of collateral required and the reason for the margin call.
3. The party receiving the margin call will have until the close of the next business day to deliver the required collateral.
4. Collateral will be transferred via wire transfer or other mutually agreed-upon method.

Collateral Valuation

The value of the collateral will be determined based on prevailing market prices. U.S. Treasury securities will be valued based on readily available market quotations. Cash will be valued at its face amount. Both parties must agree on the valuation of the collateral.

Collateral Disputes

In the event of a dispute regarding the valuation of collateral, the parties will attempt to resolve the dispute through good-faith negotiations. If the parties are unable to resolve the dispute within two business days, they will jointly appoint an independent valuation expert to determine the value of the collateral. The determination of the independent valuation expert will be final and binding on both parties. The costs of the independent valuation expert will be shared equally by both parties.

Governing Law and Jurisdiction

This Swap Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

Dispute Resolution

Any dispute arising out of or relating to this Agreement, including any question regarding its existence, validity, or termination, shall be resolved through binding arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) then in effect. The seat of the arbitration shall be New York, New York. The language of the arbitration shall be English. The arbitral award shall be final and binding on both parties, and judgment upon the award may be entered in any court having jurisdiction.



Confidentiality and Publicity

Confidentiality

Both Docupal Demo, LLC, and ACME-1 agree to keep all financial and proprietary information about this Swap Agreement confidential. This includes, but is not limited to, the specific terms of the agreement, payment details, and any other non-public information exchanged between the parties.

Each party must protect this confidential information with the same degree of care it uses to protect its own confidential information, but no less than reasonable care.

Permitted Disclosures

Despite the above, either party may disclose confidential information to its legal counsel. Disclosure is also allowed if required by law or a valid order from a court or regulatory body. In the event of a legally required disclosure, the disclosing party will make reasonable efforts to notify the other party beforehand, if permitted by law.

Publicity

Neither Docupal Demo, LLC, nor ACME-1 will issue any press release or other public statement about this Swap Agreement without the prior written consent of the other party. This restriction applies both during the term of this agreement and after its termination.

Amendments and Waivers

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 becomes effective on the date specified in the amendment or, if no date is specified, upon the date of its execution by both parties. Oral agreements or understandings are not binding. This ensures any changes to the agreement are formally documented and agreed upon by both parties.



Waivers

No failure to exercise, nor any delay in exercising, on the part of either party, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. Any waiver of any provision of this Agreement, or of any right or remedy under this Agreement, must be in writing and signed by the party granting the waiver. A waiver is only effective to the extent specifically set forth in the written instrument.

Notices

Methods of Delivery

All notices and communications regarding this Swap Agreement must be in writing. Acceptable methods of delivery include email and certified mail.

Designated Contacts

Each party must send notices to the other party at the addresses listed below. Either party may change its designated contact information by providing written notice to the other party.

DocuPal Demo, LLC

- Name: [Name]
- Email: [Email]
- Address: 23 Main St, Anytown, CA 90210

Acme, Inc.

- Name: [Name]
- Email: [Email]
- Address: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

Notices sent by email are considered delivered when the sender receives confirmation of receipt. Notices sent by certified mail are considered delivered five business days after mailing.



Miscellaneous Provisions

Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will continue in full force and effect. The parties will negotiate in good faith to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves the original intent of the parties as closely as possible.

Entire Agreement

This Agreement, including all schedules and exhibits, constitutes the entire agreement between Docupal Demo, LLC, and ACME-1 relating to the subject matter hereof. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Docupal Demo, LLC, and ACME-1 with respect to this swap transaction. No modifications or amendments will be effective unless made in writing and signed by both parties.

Assignments and Transfers

Neither party may assign or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation of this provision shall be void and without effect.

Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail (e.g., PDF) shall be effective as delivery of an original executed counterpart of this Agreement.

Signatures and Execution

This Swap Agreement is executed as of the 9th day of August, 2025.



Agreement

By signing below, the parties agree to all terms and conditions.

Docupal Demo, LLC

By:

Name:

Title:

Date:

Acme, Inc (ACME-1)

By:

Name:

Title:

Date:

Execution Instructions

This Swap Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by electronic means (e.g., email with a scanned attachment) shall be as effective as delivery of a manually executed counterpart. Each party must ensure its authorized signatory signs and dates the agreement. Please return a fully executed copy to Docupal Demo, LLC to complete the execution process.

