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# Introduction and Purpose

This Peer-to-Peer Lending Agreement ("Agreement") is made and effective 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 ("Lender"), and Acme, Inc, also known as ACME-1, a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Borrower").

## Purpose

The purpose of this Agreement is to formalize and define the terms and conditions under which Lender will provide a loan to Borrower. This document establishes a legally binding framework for a single loan transaction between the parties. It outlines the loan amount, interest rate, repayment schedule, and other key provisions governing the lending relationship. This Agreement is designed to protect the interests of both Lender and Borrower and ensure clarity and mutual understanding regarding their respective rights and obligations.

## Definitions and Interpretations

For the purposes of this Peer-to-Peer Lending Agreement, the following terms shall have the meanings ascribed to them below:

- **Agreement:** Refers to this Peer-to-Peer Lending Agreement, including all schedules and exhibits attached hereto.
- **Borrower:** Means ACME-1, a business entity located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.
- **Lender:** Means DocuPal Demo, LLC, a United States company with its address at 23 Main St, Anytown, CA 90210.
- **Business Day:** Any day other than a Saturday, Sunday, or legal holiday in the United States.
- **Default:** Shall mean the occurrence of one or more events as defined in the "Default" section of this agreement, leading to remedies available to the lender.
- **Interest Rate:** The annual interest rate applied to the Principal Loan Amount, as specified in this Agreement.



- **Principal Loan Amount:** The original amount of money lent by the Lender to the Borrower under this Agreement.
- **Collateral:** Any asset(s) pledged by the Borrower to the Lender as security for the repayment of the Principal Loan Amount and all accrued interest. The specifics of such collateral, if any, are detailed in Schedule A.

## Interpretation

In this 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 headings are for convenience only and do not affect the interpretation of this Agreement.
- All references to currency are to United States Dollars (USD).
- Any reference to a "day" means a calendar day unless expressly stated otherwise.
- Schedules and exhibits form an integral part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement.

# Loan Terms and Conditions

## Loan Details

This section outlines the terms and conditions governing the loan provided by DocuPal Demo, LLC to Acme, Inc.

### Principal Loan Amount

The principal amount of this loan is **\$50,000.00** (fifty thousand US dollars). This is the initial sum of money being lent to Acme, Inc., upon which interest will accrue.

### Interest Rate

The loan will accrue interest at a fixed annual rate of **8%**. The interest is calculated on the outstanding principal balance. This ensures consistent interest calculations throughout the 36-month loan term.



## Repayment Schedule

Acme, Inc. will repay the loan in monthly installments. Payments are due on the 15th of each month, starting the month following the disbursement of the loan. Each payment will include both principal and interest components.

To illustrate, below is a sample repayment schedule over the first 12 months. Please note that this is an example, and the actual repayment amounts may vary slightly based on the exact disbursement date.

## Loan Term

The total term for this loan is **36 months**. All outstanding principal and accrued interest must be paid in full by the end of this period.

## Amortization

The loan will be amortized over the 36-month term. Each monthly payment will contribute to both the principal and interest, gradually reducing the outstanding loan balance.

## Prepayment

Acme, Inc. has the option to prepay the outstanding principal balance, in whole or in part, at any time during the loan term. No prepayment penalties will be assessed. Any partial prepayment will be applied directly to the principal balance, and will not postpone the due date of any of the subsequent monthly installments. The new payment will be recalculated to reflect the new outstanding balance.

## Obligations of the Borrower

Acme, Inc. ("Borrower") is obligated to repay the principal loan amount of this agreement, together with accrued interest, according to the agreed-upon repayment schedule. The Borrower must make all payments on time and in full, as outlined in this agreement.



## Financial Reporting

The Borrower must maintain accurate and up-to-date financial records. The Borrower will provide Docupal Demo, LLC ("Lender") with quarterly financial reports. These reports must accurately reflect the Borrower's financial condition and operating performance.

## Use of Funds

The Borrower must use the loan funds solely for working capital purposes. Using the funds for any other purpose is strictly prohibited without the Lender's prior written consent.

## Communication

The Borrower agrees to promptly notify the Lender of any material adverse change in its financial condition or business operations. The Borrower will also respond to reasonable requests for information from the Lender in a timely manner.

# Rights and Obligations of the Lender

DocuPal Demo, LLC ("Lender") possesses specific rights and obligations to protect its interests throughout this Peer-to-Peer Lending Agreement with ACME-1 ("Borrower").

## Lender's Rights

The Lender is entitled to receive full and timely payment of the principal loan amount, together with all accrued interest, according to the agreed-upon repayment schedule. The Lender has the right to inspect ACME-1's financial records, with reasonable notice, to ensure ACME-1's ability to meet its financial obligations. This inspection ensures the loan is performing according to the terms of this agreement.

## Default and Remedies

Should ACME-1 default on any payment or breach any term of this Agreement, the Lender has the right to declare the entire outstanding loan amount immediately due and payable. The Lender may also seize any collateral pledged by ACME-1 as security





for this loan, if applicable. DocuPal Demo, LLC reserves the right to pursue any and all available legal remedies against ACME-1 to recover the outstanding debt, including initiating legal action in a court of competent jurisdiction. The Lender will act reasonably and in good faith when exercising its rights and remedies under this Agreement.

## Collateral and Security (if applicable)

### Collateral and Security

As security for the Loan, ACME-1 grants to Docupal Demo, LLC a security interest in and to all of ACME-1's existing and after-acquired accounts receivable.

#### Collateral Valuation

The accounts receivable will be valued at their fair market value as determined by Docupal Demo, LLC. This valuation will be conducted periodically to ensure the collateral maintains adequate value throughout the term of the Loan. ACME-1 will provide Docupal Demo, LLC with all documentation reasonably requested to ascertain the value of the accounts receivable.

#### Collateral Management

ACME-1 shall maintain accurate records of all accounts receivable and promptly provide them to Docupal Demo, LLC upon request. ACME-1 will continue to manage and collect its accounts receivable in the ordinary course of its business. Docupal Demo, LLC retains the right to audit the accounts receivable records of ACME-1 at reasonable times and with reasonable notice.

#### Collateral Forfeiture

Upon the occurrence of an Event of Default, as defined in this Agreement, Docupal Demo, LLC shall have the right to take possession of and collect the accounts receivable. Prior to exercising this right, Docupal Demo, LLC will provide ACME-1 with written notice of the default and an opportunity to cure the default within [insert number] days. If ACME-1 fails to cure the default within the specified



timeframe, Docupal Demo, LLC may proceed with the collateral forfeiture and exercise all rights and remedies available to it under applicable law and this Agreement.

## Default and Remedies

### Events of Default

The following events shall constitute a default by ACME-1 ("Borrower") under this Agreement:

1. **Failure to Pay:** Failure to make any payment of principal or interest when due, subject to a thirty (30) day grace period.
2. **Breach of Representation or Warranty:** Any representation or warranty made by Borrower in this Agreement or in any document furnished to DocuPal Demo, LLC ("Lender") proves to be false or misleading in any material respect.
3. **Insolvency:** The Borrower (a) becomes insolvent; (b) commences a case or other proceeding under any bankruptcy, insolvency, or similar law; (c) has any such case or proceeding commenced against it; or (d) makes an assignment for the benefit of creditors.

### Lender's Remedies

Upon the occurrence of any Event of Default, Lender shall have the following rights and remedies, which are cumulative and may be exercised at any time:

1. **Acceleration:** Lender may declare the entire outstanding principal balance of the Loan, together with all accrued interest and other charges, immediately due and payable.
2. **Foreclosure:** If the Loan is secured by collateral, Lender may foreclose on the collateral in accordance with applicable law.
3. **Legal Action:** Lender may pursue any available legal or equitable remedies to recover the outstanding balance of the Loan, including, without limitation, bringing an action for breach of contract.
4. **Other Remedies:** Lender may exercise any other right or remedy available under this Agreement, at law, or in equity.





The failure of Lender to exercise any right or remedy shall not constitute a waiver of that right or remedy or any other right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise of that right or remedy or any other right or remedy. All remedies are cumulative and not exclusive.

## Dispute Resolution

In the event of any dispute arising from or relating to this Agreement, the parties agree to resolve such disputes through the following methods.

### Mediation

Prior to initiating arbitration, the parties shall first attempt to resolve the dispute through mediation. Either party may initiate mediation by providing written notice to the other party. The parties will mutually agree upon a mediator. They will share the costs of the mediation equally. Mediation will be conducted in good faith. The goal is to reach a mutually agreeable resolution within thirty (30) days of the commencement of mediation.

### Arbitration

If mediation fails to resolve the dispute, the parties agree to submit the dispute to binding arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. A single arbitrator will conduct the arbitration. The parties will mutually agree on the arbitrator. If they cannot agree, the American Arbitration Association will appoint the arbitrator. The arbitrator's decision shall be final and binding on both parties. It can be entered as a judgment in any court of competent jurisdiction. The arbitration will take place in Delaware. The arbitrator is authorized to award reasonable attorney's fees and costs to the prevailing party.

### Governing Law and Jurisdiction

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



# Loan Disbursement Process

DocuPal Demo, LLC will disburse the loan funds to ACME-1 via wire transfer. This transfer will occur within five (5) business days following the full execution of this Peer-to-Peer Lending Agreement.

## Conditions Precedent to Disbursement

Prior to the disbursement of funds, DocuPal Demo, LLC must complete its due diligence review. This includes verification of the borrower's financial information. Disbursement is contingent upon the satisfactory completion of this due diligence process.

# Representations and Warranties

## Borrower Representations and Warranties

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

- **Organization and Authority:** ACME-1 is a corporation duly organized, validly existing, and in good standing under the laws of the United States. ACME-1 has 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 corporate 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.
- **Use of Funds:** The proceeds of the loan will be used solely for general corporate purposes and not for any illegal or unauthorized activities.
- **Solvency:** ACME-1 is currently solvent and will remain solvent after entering into this Agreement and receiving the loan. No bankruptcy, reorganization, or insolvency proceedings are pending or contemplated by ACME-1.

## Lender Representations and Warranties

DocuPal Demo, LLC represents and warrants to ACME-1 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 has 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.
- **No Conflicts:** The execution, delivery, and performance of this Agreement do not and will not violate any law, regulation, order, or agreement to which DocuPal Demo, LLC is a party or by which it is bound.

## Confidentiality

Both Docupal Demo, LLC and ACME-1 agree to keep the financial details and terms of this agreement confidential. This includes, but is not limited to, the loan amount, interest rate, and repayment schedule. Neither party will disclose this information to any third party.

### Scope of Confidentiality

The confidentiality obligation covers all information exchanged during the negotiation and execution of this agreement. It also applies to any data or insights derived from this information.

### Duration of Confidentiality

This confidentiality obligation remains in effect for three years after the termination of this agreement.

## Amendments and Modifications

This Agreement may be amended or modified only by a written instrument executed by both DocuPal Demo, LLC and ACME-1.



## Procedure for Amendments

Any proposed change to this Agreement must first be presented in writing to the other party. The party receiving the proposed amendment will have a period of thirty (30) days to review and respond. If both parties agree to the proposed amendment, a written amendment will be prepared. This amendment must clearly state the specific changes to the original Agreement. The amendment will only become effective once it is signed by authorized representatives of both DocuPal Demo, LLC and ACME-1. The signed amendment will then become an integral part of this Agreement. No verbal agreements or informal communications will be recognized as valid amendments or modifications to this Agreement.

## Governing Law

This Peer-to-Peer Lending Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware. This applies without regard to its conflict of laws principles.

## Mandatory Legal Provisions

All terms within this agreement are subject to applicable usury laws and lending regulations. Should any provision conflict with these laws, such provision will be interpreted to comply with the legal requirements.

## Notices

### Delivery of Notices

All notices related to this Peer-to-Peer Lending Agreement must be delivered either by email or certified mail. Notices sent to Docupal Demo, LLC should be directed to 23 Main St, Anytown, CA 90210, United States, or via email to its designated representative. For Acme, Inc, notices should be sent to 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, or via email to its authorized contact. A notice is considered received when its receipt is confirmed by the recipient.



# Execution and Signatures

This Peer-to-Peer Lending Agreement becomes effective on the date of the last signature below. By signing, each party acknowledges they have read, understood, and agree to all terms and conditions.

## Signatures

**DocuPal Demo, LLC**

By: \_\_\_\_\_

Name:

Title:

Date:

**Acme, Inc**

By: \_\_\_\_\_

Name:

Title:

Date:

