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# Introduction and Purpose

This Agency Agreement (the "Agreement") is made and entered into as of 2025-08-09 by and between DocuPal Demo, LLC, a company organized under the laws of United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc, also known as ACME-1, a business entity organized under the laws of United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Agent").

## Purpose

The purpose of this Agreement is to appoint ACME-1 as the exclusive agent of DocuPal. This Agreement sets forth the terms and conditions under which ACME-1 will represent DocuPal in [Specific Objective]. This includes the scope of the agency, the responsibilities of both parties, and the compensation ACME-1 will receive for its services. This Agreement defines the exclusive nature of this agency relationship.

## Scope of Agency

ACME-1 will serve as the exclusive agent of Docupal Demo, LLC. This agency is subject to the terms and conditions outlined in this agreement. ACME-1's authority is limited to the scope defined below.

## Authorized Activities

ACME-1 is authorized to perform the following activities:

- [List of Authorized Activities]

ACME-1 does not have the authority to perform any activities not explicitly listed. Docupal Demo, LLC must provide written consent for any additional activities.

## Geographic and Product/Service Limitations

ACME-1's agency is limited to the following geographic region: [Specific Region]. ACME-1 is only authorized to represent the following products/services: [Specific Products/Services]. The agency does not extend to any other regions, products, or



services without prior written agreement from Docupal Demo, LLC. ACME-1 will not engage in any activities outside this defined scope.

## Agent's Duties and Obligations

ACME-1 will act as the exclusive agent for DocuPal Demo, LLC. ACME-1 will perform the following duties:

- Dilently market and promote DocuPal Demo, LLC products.
- Actively solicit orders for DocuPal Demo, LLC products.
- Provide customer service and support to clients.
- Manage client relationships within the designated territory.
- Represent the DocuPal Demo, LLC brand in a professional manner.
- Participate in training programs as required by DocuPal Demo, LLC.

### Reporting and Communication

ACME-1 must provide weekly reports to DocuPal Demo, LLC. These reports will detail sales activities, market feedback, and any challenges encountered. Reports should be submitted via email to the designated DocuPal Demo, LLC contact. Monthly meetings will be held via video conference to discuss performance, strategy, and any other relevant issues.

### Compliance and Ethical Standards

ACME-1 must comply with all applicable laws and regulations. ACME-1 will conduct business ethically and maintain the highest standards of integrity. ACME-1 is expected to avoid any actions that could damage the reputation of DocuPal Demo, LLC. This includes, but is not limited to, refraining from deceptive or misleading practices, and ensuring fair and honest dealings with clients. ACME-1 will adhere to DocuPal Demo, LLC's code of conduct and any other policies provided.

## Principal's Duties and Obligations

Docupal Demo, LLC will provide ACME-1 with the necessary support and resources to effectively perform its duties as an agent. This includes providing up-to-date marketing materials to support sales and promotional activities. Docupal Demo,



LLC will also arrange for product training to ensure that ACME-1's staff has a comprehensive understanding of the products being represented. Technical support will be available to address any product-related queries or issues that may arise.

## Information and Communication

Docupal Demo, LLC will maintain open communication channels with ACME-1 through regular email updates. ACME-1 will also be granted access to a shared online portal for accessing important documents, resources, and updates. This portal will serve as a central hub for information sharing and collaboration.

## Commission Processing

Docupal Demo, LLC is responsible for processing commission payments accurately and promptly. Commission payments will be processed within 30 days of receiving a valid invoice from ACME-1. Docupal Demo, LLC will provide a detailed breakdown of each commission payment, outlining the sales to which it pertains.

# Compensation and Commission

Docupal Demo, LLC will compensate ACME-1 for its services as an agent based on a commission structure. The commission will be calculated as a percentage of the revenue generated from sales directly attributable to ACME-1's efforts.

## Commission Rate

ACME-1 will receive a commission of ten percent (10%) on all sales generated. This commission applies to all product and service sales made within the authorized territory and scope defined in this Agreement.

## Payment Terms

Docupal Demo, LLC will remit commission payments to ACME-1 on a monthly basis. Payments will be made via electronic funds transfer (EFT) to the bank account designated by ACME-1. A detailed statement outlining the sales and corresponding commission earned will accompany each payment. The payment will be processed within [Number] days of the end of each month.



## Performance-Based Adjustments

To incentivize strong performance, ACME-1 is eligible for a bonus commission. If ACME-1 exceeds the agreed-upon quarterly sales targets, a bonus of two percent (2%) will be added to the standard commission rate for that quarter. Conversely, if ACME-1 fails to meet the minimum sales quota for two consecutive quarters, the commission rate will be reduced by one percent (1%). The adjusted rate will remain in effect until ACME-1 meets the sales quota in a subsequent quarter.

## Confidentiality and Non-Disclosure

Both Docupal Demo, LLC and ACME-1 acknowledge that during the term of this Agreement, each may have access to confidential information belonging to the other party. This information includes, but is not limited to, customer lists, pricing details, and product development strategies.

### Obligations

Both parties agree to protect this confidential information. Neither party will disclose any confidential information to any third party. Both parties will take reasonable measures to prevent unauthorized disclosure.

### Term

The obligations of confidentiality outlined in this section will continue for a period of five (5) years following the termination of this Agreement.

## Term and Termination

This Agency Agreement will begin on 2025-08-09. The initial term will last for 3 years.

### Termination

Either party can terminate this agreement. Termination requires written notice to the other party. A 90-day advance notice is required for termination.





## Termination for Cause

Docupal Demo, LLC may end this agreement immediately if ACME-1 breaches the contract. Misconduct by ACME-1 also allows for immediate termination. ACME-1 has the same rights to terminate for cause.

# Indemnification and Liability

## Indemnification

DocuPal Demo, LLC will indemnify, defend, and hold harmless ACME-1 from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to product defects.

ACME-1 will indemnify, defend, and hold harmless DocuPal Demo, LLC from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to the agent's negligence.

## Limitation of Liability

Neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, whether based on contract, tort, or any other legal theory.

The total liability of either party to the other under this Agreement shall be limited to the total commission fees paid to ACME-1 during the twelve (12) months immediately preceding the date on which the claim arose.

## Handling of Damages and Losses

Damages and losses will be primarily handled through insurance coverage held by each respective party. In the event that insurance coverage is insufficient or inapplicable, the parties agree to engage in direct, good-faith negotiations to resolve the allocation of damages and losses.



# Dispute Resolution

The parties will try to resolve any dispute related to this Agreement through good-faith negotiations.

## Mediation

If negotiation fails, the parties agree to attempt to settle the dispute by mediation. The mediation will occur before resorting to arbitration.

## Arbitration and Governing Law

If mediation is unsuccessful, any unresolved controversy or claim arising out of or relating to this Agreement will be settled by arbitration administered in accordance with the rules of the American Arbitration Association. The laws of Delaware govern this Agreement.

# Governing Law and Jurisdiction

This Agency Agreement is governed by the laws of the State of Delaware, United States. This applies without regard to principles of conflict of laws.

## Dispute Resolution

Any legal action or proceeding arising under this Agency Agreement will be brought exclusively in the state or federal courts located in Delaware. Both Docupal Demo, LLC and ACME-1 consent to the personal jurisdiction and venue of these courts.

# Miscellaneous Provisions

## Amendments

This Agreement may be amended or modified only by a written instrument signed by both Docupal Demo, LLC, and ACME-1. No modification will be effective unless it is in writing and signed by authorized representatives of both parties.





## Assignment

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. Any attempted assignment without such consent will be void.

## Notices

All notices and other communications under this Agreement must be in writing and will be considered duly given (a) when delivered personally, (b) when sent by certified mail, return receipt requested, or (c) when sent by email. Notices to Docupal Demo, LLC, should be sent to 23 Main St, Anytown, CA 90210, or via email to its authorized representative. Notices to ACME-1 should be sent to 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, or via email to its authorized representative.

## 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 constitutes the entire agreement between Docupal Demo, LLC, and ACME-1 with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

# Signatures and Execution

This Agency Agreement becomes effective on August 9, 2025.

## Signatures

Docupal Demo, LLC

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Authorized Signatory

Name:

Title:

Date:

**Acme, Inc (ACME-1)**

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Authorized Signatory

Name:

Title:

Date:

Both parties, having read and understood the entirety of this Agency Agreement, indicate their acceptance and agreement to all terms and conditions outlined herein by affixing their signatures below. Each party warrants that they are duly authorized to enter into this Agreement on behalf of their respective organizations. This Agreement is executed as of the date first written above.

