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Introduction and Purpose

Introduction

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

Purpose of Agreement

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal Demo will pay commissions to ACME-1 in exchange for services rendered. This Agreement details the commission rates, payment schedules, responsibilities of both parties, and other essential elements necessary for a successful and legally sound commission-based relationship. It is intended to clearly define the expectations and obligations of DocuPal Demo and ACME-1 with respect to commission payments.

Definitions and Interpretations

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

Defined Terms

- **Client:** Refers to a customer of ACME-1 to whom DocuPal Demo, LLC successfully sells its products or services.
- **Commission:** Means the compensation payable to ACME-1 by DocuPal Demo, LLC, calculated as a percentage of Sales, as outlined in Exhibit A.
- **Sales:** Means the gross revenue received by DocuPal Demo, LLC from Clients within the Territory, directly resulting from ACME-1's efforts, excluding taxes, shipping, and other similar charges.



- **Territory:** Means the geographic area assigned to ACME-1, specifically the United States, for the purpose of soliciting and securing Sales, as further defined in Exhibit B.

General Interpretations

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 monetary amounts refer to United States Dollars (USD), DocuPal Demo, LLC's base currency, unless otherwise specified.

Commission Structure and Rates

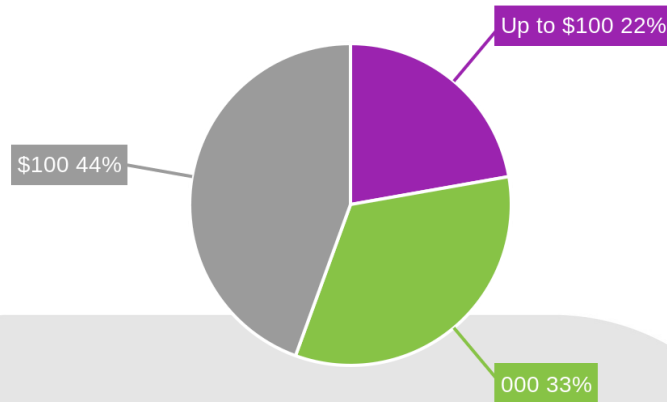
DocuPal Demo, LLC will compensate ACME-1 based on a tiered commission structure. The commission rate depends on the total sales generated by ACME-1. Commissions are calculated and paid according to the terms outlined in this agreement.

Commission Rate Tiers

The following commission rates will apply:

Sales Volume (USD)	Commission Rate
Up to \$100,000	5%
\$100,001 - \$250,000	7.5%
Greater than \$250,000	10%





Commission Calculation Example

For example, if ACME-1 generates \$300,000 in sales:

- 5% is applied to the first \$100,000, resulting in \$5,000 commission.
- 7.5% is applied to the next \$150,000 (sales from \$100,001 to \$250,000), resulting in \$11,250 commission.
- 10% is applied to the remaining \$50,000 (sales above \$250,000), resulting in \$5,000 commission.

The total commission would be $\$5,000 + \$11,250 + \$5,000 = \$21,250$.

Changes to Commission

DocuPal Demo, LLC can change commission rates. Any changes require 30 days' written notice to ACME-1.

Payment Terms and Schedule

DocuPal Demo, LLC will pay commissions to ACME-1 within thirty (30) days following the close of each calendar quarter. Payment will be made via Electronic Funds Transfer (EFT) or company check, as preferred by ACME-1.



Payment Schedule

The payment schedule is as follows:

- **Q1 (January - March):** Payment by April 30
- **Q2 (April - June):** Payment by July 30
- **Q3 (July - September):** Payment by October 30
- **Q4 (October - December):** Payment by January 30 of the following year

Conditions for Withholding Payments

DocuPal Demo, LLC reserves the right to withhold commission payments in the event that ACME-1 fails to meet agreed-upon sales targets. Additionally, payments may be withheld should ACME-1 breach any terms outlined within this Commission Agreement. DocuPal Demo, LLC will notify ACME-1 in writing if any payment is to be withheld, stating the reason for the withholding.

Duties and Responsibilities of Parties

Agent's Responsibilities

ACME-1 will act as an independent agent. ACME-1 is responsible for actively prospecting new clients. ACME-1 will generate leads and pursue sales opportunities. ACME-1 will diligently work to close sales and achieve agreed-upon targets.

DocuPal Demo, LLC's Responsibilities

DocuPal Demo, LLC will provide ACME-1 with the resources needed. This includes access to product information. DocuPal Demo, LLC will offer training to ACME-1. DocuPal Demo, LLC will provide ongoing support to ACME-1's sales efforts. DocuPal Demo, LLC is responsible for accurate commission calculations. DocuPal Demo, LLC will ensure timely commission payments according to the terms outlined.



Performance Metrics and Targets

ACME-1's commission payments are subject to the achievement of specific performance metrics. These metrics ensure that sales efforts align with DocuPal Demo, LLC's business objectives. The primary metrics influencing commission are sales volume, customer satisfaction, and customer retention rates.

Sales Volume Targets

ACME-1 must achieve a minimum sales target of \$50,000 per quarter to be eligible for commission payments. Sales volume is calculated based on the total revenue generated from closed deals during the quarter. Performance against this target will be tracked on a quarterly basis.

Customer Satisfaction

Customer satisfaction directly impacts commission rates. DocuPal Demo, LLC will measure satisfaction through surveys and feedback mechanisms. Consistently high customer satisfaction scores can lead to bonus commission percentages.

Customer Retention Rates

Maintaining strong customer relationships is vital. ACME-1's ability to retain customers will influence commission payments. Retention rates are calculated by measuring the percentage of customers who continue using DocuPal Demo, LLC's services over a defined period. Higher retention rates may result in increased commission.

Confidentiality and Non-Disclosure

Both Docupal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes, but is not limited to, client lists, pricing strategies, and sales data. Each party will use the other's confidential information only to fulfill its obligations under this agreement.



Obligations

Neither party will disclose confidential information to any third party. Both parties will take reasonable steps to prevent unauthorized access to or disclosure of confidential information. These steps must be at least as protective as those taken to protect its own confidential information.

Post-Termination

The obligations of confidentiality and non-disclosure will continue indefinitely, even after the termination of this Commission Agreement.

Term, Renewal, and Termination

Term

This Commission Agreement will start on August 9, 2025, and will continue for one year.

Renewal

This agreement will automatically renew for additional one-year terms. Renewal will occur unless either party provides written notice of termination at least 30 days before the end of the current term.

Termination

Either party may terminate this agreement if the other party breaches its obligations. Termination is allowed if ACME-1 fails to meet agreed-upon sales targets. Termination can occur by mutual written agreement of both Docupal Demo, LLC and ACME-1.



Dispute Resolution and Governing Law

Dispute Resolution

The parties will first attempt to resolve any dispute related to this Agreement through good-faith mediation. A mutually agreed-upon mediator will conduct the mediation. The location for mediation will be Anytown, CA unless both parties agree otherwise.

Arbitration

If mediation does not resolve the dispute, the parties agree to settle it by binding arbitration. Arbitration will occur in accordance with the rules of the American Arbitration Association. The arbitrator's decision will be final and legally binding. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Governing Law

The laws of the State of Delaware govern this Agreement. This includes its interpretation and enforcement, without regard to conflict of laws principles. The parties agree that any legal action or proceeding arising under this Agreement will be subject to the jurisdiction of the courts of Delaware.

Amendments and Modifications

This Commission Agreement may be amended or modified at any time. All changes require mutual written consent.

Modification Process

Any changes to the terms of this Agreement must be formalized through a written amendment. This amendment must be signed by authorized representatives from both DocuPal Demo, LLC and ACME-1. The amendment will detail the specific modifications made to the original agreement. It becomes effective only upon signature by both parties. This ensures that all modifications are properly



documented and agreed upon, maintaining a clear record of the evolving terms of the business relationship. Verbal agreements or informal communications will not be considered valid amendments to this Commission Agreement.

Miscellaneous Provisions

Non-Compete

ACME-1 agrees not to engage in any business that directly competes with Docupal Demo, LLC for a period of one year following the termination of this Agreement.

Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party, except in the event of a merger, acquisition, or sale of substantially all of its assets.

Waiver

No waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. The failure of either party to enforce any provision of this Agreement will not be construed as a waiver of such provision or the right thereafter to enforce such provision.

Notices

All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given when delivered in person, sent by certified mail, or sent by email with read receipt to the respective addresses set forth in this Agreement, or to such other address as either party may designate in writing from time to time.

Signatures and Execution

This Commission Agreement becomes effective as of [Date].



By signing below, DocuPal Demo, LLC and Acme, Inc. agree to all the terms and conditions outlined in this agreement.

Signatures

DocuPal Demo, LLC

By: _____

Name: [Name]

Title:

Date: _____

Acme, Inc

By: _____

Name: [Name]

Title:

Date: _____

Review

This agreement should be reviewed by both parties on or before [Date] to ensure it continues to meet the needs of both DocuPal Demo, LLC and Acme, Inc. Any necessary amendments will be made in writing and signed by both parties.

