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Introduction and Purpose

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

Purpose of Agreement

The purpose of this Agreement is to establish a formal referral partnership between DocuPal and ACME-1. Under this partnership, DocuPal will refer potential clients to ACME-1. In exchange for these referrals, ACME-1 will pay DocuPal referral fees, as further described in this document. This Agreement sets forth the terms and conditions governing this referral arrangement, including, but not limited to, the types of referrals covered, the calculation and payment of referral fees, and the responsibilities of each party.

Definitions and Interpretation

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

- **Referrer** refers to DocuPal Demo, LLC, the party making referrals under this Agreement.
- **Recipient** refers to Acme, Inc, the party receiving referrals under this Agreement.
- **Referral** means the introduction of a potential client by the Referrer to the Recipient, with the reasonable expectation that such introduction will lead to a business transaction.
- **Qualified Referral** means a Referral that results in the Recipient entering into a definitive agreement with the referred client for the provision of services, and from which Recipient receives payment.
- **Referral Fee** is the compensation paid by the Recipient to the Referrer for each Qualified Referral, as specified in Schedule A.



- **Effective Date** means 2025-08-09, the date on which this Agreement becomes effective.
- **Term** means the duration of this Agreement, as defined in Section [Term and Termination section number].

Scope of Referral Services

DocuPal Demo, LLC will identify and refer potential clients to ACME-1. These referrals will consist of businesses or individuals who have expressed interest in, or could benefit from, ACME-1's services.

Referral Qualifications

A qualified referral must meet these conditions:

- The potential client must not be an existing client of ACME-1.
- The potential client must have a genuine need for ACME-1's services.
- DocuPal Demo, LLC must obtain the potential client's consent before making the referral.
- ACME-1 must be able to contact the potential client directly.

Referral Process

DocuPal Demo, LLC will submit referrals to ACME-1 through agreed-upon channels. This submission will include all relevant contact information and a brief summary of the potential client's needs. ACME-1 will then evaluate the referral and determine whether to pursue the potential client. DocuPal Demo, LLC will track all referrals submitted to ACME-1. Regular reports on the status of these referrals will be provided.

Referral Fees and Payment Terms

Referral Fee Structure

DocuPal Demo, LLC will compensate ACME-1 for each Qualified Referral. The referral fee will be a percentage of the actual revenue DocuPal Demo, LLC receives from the referred client. The specific percentage will be mutually agreed upon and



documented in **Appendix A** of this Agreement. This appendix may be updated from time to time by mutual written agreement of both parties.

Calculation of Referral Fee

The referral fee will be calculated based on the net revenue received by DocuPal Demo, LLC. Net revenue is defined as gross revenue less any refunds, discounts, or taxes. DocuPal Demo, LLC will provide ACME-1 with a detailed report outlining the revenue generated from each Qualified Referral. This report will be delivered alongside each monthly payment.

Payment Schedule

DocuPal Demo, LLC will pay referral fees to ACME-1 on a monthly basis. Payments will be remitted within thirty (30) days following the end of each calendar month. The payment will cover referral fees earned during that month. Payments will be made in United States Dollars (USD) via [Specify Payment Method, e.g., wire transfer, ACH transfer].

Example Payment Timeline

The following chart illustrates a sample payment timeline.

Obligations and Responsibilities of Parties

Referrer Responsibilities

ACME-1 will use its best efforts to identify and refer potential clients to Docupal Demo, LLC. ACME-1 will provide accurate and complete information to potential clients regarding the services offered by Docupal Demo, LLC. ACME-1 is responsible for complying with all applicable laws and regulations related to the identification and referral of potential clients.



Recipient Responsibilities

Docupal Demo, LLC will promptly contact and assess the needs of referred clients. Docupal Demo, LLC will provide regular updates to ACME-1 regarding the status of referred clients, including whether the referral resulted in a successful transaction. Docupal Demo, LLC will pay referral fees to ACME-1 in a timely manner, according to the terms outlined in this agreement.

Referral Process and Cooperation

ACME-1 will submit referrals to Docupal Demo, LLC through the agreed-upon method. Both parties will cooperate in the referral process to ensure a smooth and efficient experience for the potential client. Docupal Demo, LLC will provide ACME-1 with necessary materials and information to facilitate successful referrals.

Confidentiality and Data Protection

Confidential Information

Both DocuPal Demo, LLC, and ACME-1 agree to protect each other's confidential information. This includes client lists, pricing details, business strategies, and any other non-public information shared during this agreement. Neither party will disclose this information to any third party without prior written consent.

Data Protection

Each party will handle personal and proprietary data according to all relevant privacy laws and regulations. This includes implementing appropriate security measures. These measures will prevent unauthorized access, use, or disclosure of data. Both parties will promptly notify the other upon discovery of any data breach or security incident.



Term and Termination

Agreement Term

This Agreement will begin on August 9, 2025, and will continue for a period of one year. The agreement will automatically renew for additional one-year periods 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 under the following conditions:

- **Material Breach:** If either party materially breaches any provision of this Agreement, the non-breaching party may terminate the Agreement by providing written notice. Termination will be effective 30 days after the breaching party receives the notice, unless the breaching party cures the breach within that 30-day period.
- **Insolvency:** Either party may terminate this Agreement immediately if the other party becomes insolvent or bankrupt, or enters into any arrangement with its creditors.
- **Mutual Agreement:** This Agreement may be terminated at any time by mutual written agreement of both DocuPal Demo, LLC and ACME-1.

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 first attempt to resolve the dispute through mediation. The mediation will occur in Anytown, CA, unless both parties agree to a different location. Both parties will share the costs of the mediator equally.



Arbitration

If mediation is unsuccessful, any unresolved dispute arising out of or relating to this Agreement shall be settled by binding arbitration administered by a mutually agreed-upon arbitration service in accordance with its rules. The arbitration will occur in Anytown, CA, unless both parties agree to a different location. The arbitrator's decision will be final and binding. The cost of arbitration, excluding legal fees, will be shared equally by the parties.

Miscellaneous Provisions

Amendments

This Agreement may be amended or modified only by a written instrument signed by both Docupal Demo, LLC and ACME-1. Any amendment will become effective on the date it is signed by both parties.

Assignment

Neither party may assign its rights or obligations under this Agreement to any third party without the prior written consent of the other party. Such consent will not be unreasonably withheld.

Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 relating to the subject matter herein. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the parties with respect to this subject matter.

Notices

All notices and other communications under this Agreement must be in writing. Notices are considered given when delivered (a) personally, (b) by overnight courier, or (c) by certified or registered mail, return receipt requested, to the addresses listed in this Agreement.

