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Introduction and Purpose

This Finder's Fee 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 ("Finder"), 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 ("Introducee").

The purpose of this Agreement is to establish the terms and conditions under which the Finder will be compensated for introducing the Introducee to new business opportunities. This document outlines the scope of the Finder's activities, the method for calculating the finder's fee or commission, and the payment terms. By signing this agreement, both parties acknowledge their understanding and acceptance of the obligations and rights detailed herein.

Definitions and Interpretations

For the purposes of this Finder's Fee Agreement, the following terms shall have the meanings set forth below:

Defined Terms

- **ACME-1:** Refers to Acme, Inc, the party receiving the introduction to an Introducee.
- **Commission:** Means the percentage of deal value payable to Finder as compensation for a successful introduction, as detailed in Section [insert section number].
- **Confidential Information:** Includes, but is not limited to, any non-public information relating to either party's business, financial information, customer lists, and trade secrets.
- **Finder:** Refers to DocuPal Demo, LLC, the party responsible for introducing ACME-1 to potential business contacts.
- **Introducee:** Means a potential business contact introduced to ACME-1 by the Finder.



Interpretation

In this Agreement, unless the context otherwise requires:

- Words importing the singular include the plural and vice versa.
- References to clauses and schedules are to clauses and schedules of this Agreement.
- The headings are for convenience only and do not affect the interpretation of this Agreement.
- Any reference to a statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted.

Scope of Services and Obligations

DocuPal Demo, LLC, acting as the Finder, will identify and introduce potential business contacts to ACME-1. The Finder's services are limited to making introductions; they will not participate in negotiations or other deal-closing activities.

Finder's Obligations

The Finder will use its best efforts to identify suitable business opportunities for ACME-1. The Finder must ensure that all introductions are made in a professional manner.

ACME-1's Obligations

ACME-1 must pay the agreed-upon finder's fee, as outlined in Section [insert section number], upon successful closure of any deal resulting from an introduction made by the Finder. ACME-1 is responsible for evaluating the viability of any opportunity presented by the Finder and for conducting its own due diligence. ACME-1 is not obligated to pursue any opportunity presented by the Finder.



Fee Structure and Payment Terms

Finder's Fee Calculation

DocuPal Demo, LLC will receive a finder's fee (the "Commission") for each successful introduction of ACME-1 to a new business opportunity that results in a closed deal. The Commission will be calculated as a percentage of the total deal value. This percentage will be mutually agreed upon in writing before the commencement of work related to a specific introduction.

Payment Schedule

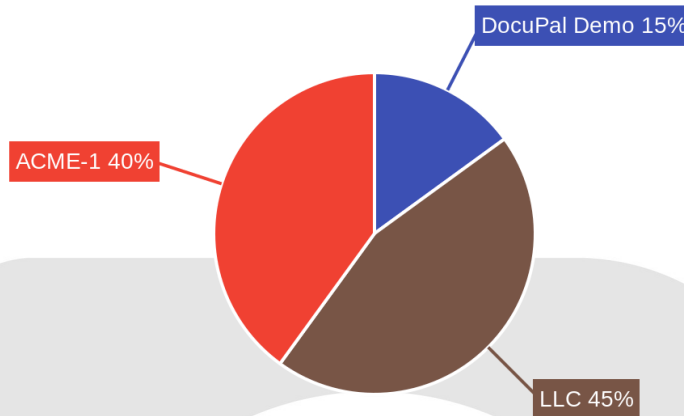
ACME-1 will pay the Commission to DocuPal Demo, LLC within thirty (30) days of ACME-1 receiving payment from the introduced party ("Introducee") under the terms of the relevant deal. Payments will be made via wire transfer to the account designated by DocuPal Demo, LLC.

Payment Conditions

The payment of the Commission is contingent upon the successful closure of a deal between ACME-1 and the Introducee. "Successful closure" means that a binding agreement has been executed and that ACME-1 has received the agreed-upon payment(s) from the Introducee. If a deal does not close for any reason, or if ACME-1 does not receive payment, no Commission will be due to DocuPal Demo, LLC.



Fee Distribution Example



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, business contacts, deal terms, and financial information.

Scope of Confidentiality

Confidential Information means any non-public, proprietary information disclosed by either party (the "Disclosing Party") to the other (the "Receiving Party"), whether disclosed orally or disclosed in written, electronic, or other form, related to the Disclosing Party's business.

Permitted Use

The Receiving Party may only use the Confidential Information to evaluate and pursue business opportunities contemplated by this Agreement. The Receiving Party will protect the Disclosing Party's Confidential Information from disclosure to

third parties.

Term

The obligations of confidentiality under this Agreement will continue for a period of three (3) years following the termination of this Agreement. This ensures that sensitive information remains protected even after the business relationship concludes.

Term and Termination

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 terms. Either party can prevent renewal by giving written notice to the other party at least 30 days before the end of the current term.

Termination

Either party may terminate this Agreement if the other party materially breaches it. Termination is also allowed if either party becomes insolvent.

Post-Termination Obligations

Upon termination, both parties must return all confidential information. Both parties must also stop using any introductions made under this agreement for ongoing deals.

Dispute Resolution and Governing Law

Dispute Resolution

The parties will try to resolve any dispute related to this Agreement through good-faith negotiations. If negotiations fail, the parties will first attempt to settle the dispute by mediation. The mediation will take place in Anytown, California, unless both parties agree to a different location. A mutually agreed-upon mediator will conduct the mediation.



Arbitration

If mediation does not resolve the dispute, it will be settled by binding arbitration. The arbitration will be conducted under the rules of the American Arbitration Association. A single arbitrator, selected by mutual agreement of the parties, will conduct the arbitration in Anytown, California. 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 relating to this Agreement will be brought in the state or federal courts located in Delaware. Both parties consent to the jurisdiction of these courts.

Representations, Warranties, and Indemnities

Representations and Warranties

Both DocuPal Demo, LLC and ACME-1 confirm they have the full power and authority to enter into this Finder's Fee Agreement. Each party warrants that executing and performing this agreement does not violate any other agreement they are bound by.

Indemnification

Each party agrees to indemnify and hold the other harmless from any losses, damages, liabilities, or expenses arising out of their breach of this Agreement. This includes reasonable attorney's fees and court costs.



Limitation of Liability

DocuPal Demo, LLC's liability under this Agreement is limited to the total amount of the Finder's Fee paid by ACME-1. Neither party will be liable for any indirect, incidental, consequential, or punitive damages. The sole remedy for any breach of this agreement will be monetary damages.

Miscellaneous Provisions

Amendments

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

Notices

All notices relating to this Agreement must be in writing and may be served by email and certified mail to the addresses listed in this Agreement, or to such other address as either party may designate in writing. Notices will be deemed effective upon receipt.

Assignment

Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party. Any attempt to assign or delegate this Agreement without such consent will be void.

Entire Agreement

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



Signatures and Acknowledgments

This Finder's Fee Agreement is made effective as of October 26, 2023.

Agreement

By signing below, DocuPal Demo, LLC and Acme, Inc. acknowledge that they have read, understood, and agree to all the terms and conditions of this Finder's Fee Agreement.

DocuPal Demo, LLC

Signature:		
Name:		
Title:		
Date:		

Acme, Inc

Signature:		
Name:		
Title:		
Date:		

Execution

Please have authorized representatives of both DocuPal Demo, LLC and Acme, Inc. sign and date this Finder's Fee Agreement to indicate their acceptance of its terms. Each party should retain a fully executed copy for their records. No witnesses or notarization are required for this agreement to be valid.

